

# Terms & Conditions – Ignite Design Gold Coast

## Ignite Design Gold Coast

ABN 79 882 575 462

Queensland, Australia

Phone: 0414 260 280

Website: [www.ignitedesign.au](http://www.ignitedesign.au)

---

## 1. Acceptance of Terms

By engaging with Ignite Design Gold Coast or using our services, you agree to be bound by these Terms & Conditions.

This includes:

- Acceptance of quotes or invoices
- Use of our website or submission of enquiries
- Receipt of our services, including design, website development, branding, publications, promotional products, or printing coordination

If you do not agree to these Terms, please do not engage our services.

## 2. Payment Terms

- All payments are due strictly within the terms stated on invoices or quotes.
- No further work will proceed if any invoice on your account is overdue.
- Late payments incur a 10% fee on outstanding amounts after 30 days from the due date.

Payment of a quote or invoice constitutes acceptance of these Terms & Conditions.

## 3. Scope of Services

Ignite Design Gold Coast provides:

- Graphic design services, including branding and publication design
- Website design and development
- Coordination and supply of printing services (acting as a print broker)
- Organisation and supply of promotional products

Services are delivered as outlined in the accepted quote or project agreement.

## 4. Copyright & Licensing

- All designs, graphics, websites, and content created remain the intellectual property of Ignite Design Gold Coast until full payment is received.
- Clients are granted a licence to use designs only as specified in the project agreement.
- Any stock imagery used is licensed under standard terms; the client is responsible for ensuring appropriate licensing if transferring ownership.

- Portfolio work displayed on our website or shared for promotional purposes remains the property of Ignite Design Gold Coast unless explicitly agreed in writing.

## 5. Client Responsibilities

- Clients must provide timely feedback, approvals, and materials required for the project.
- Any delays caused by the client may result in adjustments to timelines or additional charges.
- Clients are responsible for reviewing quotes and invoices for accuracy before payment.

## 6. Quotes

- Work will not commence until the deposit (if applicable) or acknowledgement of these Terms & Conditions is received.
- Quotes are valid for 30 days unless otherwise stated.

## 7. Project Cancellation

If a project is cancelled, paused indefinitely, or abandoned by the client after work has commenced, Ignite Design Gold Coast reserves the right to invoice for all work completed up to the date of cancellation.

Any deposit paid is non-refundable and covers initial consultation, research, concept development, and project administration.

Where work completed exceeds the deposit amount, the client agrees to pay the outstanding balance for work performed.

## 8. Third-Party Stock Images

Ignite Design Gold Coast may source images, illustrations, icons, or other visual assets from third-party royalty-free stock libraries (including but not limited to Unsplash, Pexels, Pixabay, Adobe Stock, Shutterstock, and similar platforms) in the course of delivering design services.

- All stock assets are selected in good faith from platforms that represent their content as royalty-free, openly licensed, or otherwise cleared for commercial use at the time of sourcing.
- Ignite Design Gold Coast makes reasonable efforts to verify licensing terms prior to use; however, we do not warrant or guarantee the accuracy of licensing information provided by third-party platforms.
- In the event that a third-party platform incorrectly represents the licensing status of an image or asset, Ignite Design Gold Coast accepts no liability for any resulting copyright disputes, claims, or costs.
- The client agrees to indemnify and hold harmless Ignite Design Gold Coast from any claims, damages, legal fees, or expenses arising from the licensing status of stock assets sourced in good faith from third-party platforms.
- Where a client requires guaranteed, fully indemnified image licensing (such as through a paid stock subscription with an indemnity clause), the client must notify Ignite Design Gold Coast prior to project commencement. Any additional licensing costs will be passed on to the client.

- If a licensing dispute arises after project delivery, the client is responsible for replacing any disputed assets and for any associated costs. Ignite Design Gold Coast will assist in sourcing replacement assets at our standard hourly rate.

## **9. Limitation of Liability**

- Ignite Design Gold Coast exercises due care and skill in all work.
- The Designer is not liable for misuse of licensed stock images by the Client beyond the agreed purpose.
- Ignite Design Gold Coast is not responsible for printing errors or third-party services outside their control, including any issues arising from the production of printed materials.
- Ignite Design Gold Coast will not be liable for any indirect, incidental, or consequential loss, including claims arising from alleged copyright infringement, provided the work was delivered according to the agreed scope and using legally obtained materials.
- Nothing in these Terms excludes rights or guarantees that cannot be excluded under the Australian Consumer Law.
- Where liability cannot be excluded, it is limited to the maximum extent permitted by law, and if applicable, to the total fees paid by the client for the specific service giving rise to the claim.

## **10. Indemnity**

The Client agrees to indemnify and hold harmless Ignite Design Gold Coast from any claims, damages, or expenses arising from use of the work beyond the agreed purpose or outside the terms of stock licences.

## **11. Governing Law**

These Terms & Conditions are governed by the laws of Queensland, Australia. Any disputes will be subject to the jurisdiction of the courts and tribunals of Queensland.

## **12. Changes to These Terms**

Ignite Design Gold Coast may update these Terms & Conditions from time to time. Changes will take effect once published on this website.