

## **Terms & Conditions – Ignite Design Gold Coast**

Effective Date: February 2026

These Terms & Conditions ("T&Cs") govern the provision of services by Ignite Design Gold Coast ("the Designer") to clients ("the Client") and apply to all projects including graphic design, website and digital design, publications, books, magazines, printing services, and related services.

**1. Acceptance of Terms** By commissioning work from Ignite Design Gold Coast, the Client acknowledges that they have read, understood, and agree to these Terms & Conditions.

### **2. Services**

- Ignite Design Gold Coast provides professional services including graphic design, website and digital design, branding, printing services, and related services for digital and print media, including publications, books, magazines, logos, websites, and printed materials.
- Any project scope, deliverables, and timelines are confirmed in writing (email, quotation, or proposal).

### **3. Copyright and Intellectual Property**

- All work produced by Ignite Design Gold Coast is protected by copyright and remains the property of the Designer unless a written agreement explicitly transfers copyright.
- Any stock images or third-party resources used are licenced for the Client's use under the terms of the stock provider (e.g., Shutterstock). The Designer does not transfer copyright in stock images unless agreed in writing and paid for via an Enhanced Licence.
- The Client is permitted to use the final work only for the agreed purpose. Unauthorised reproduction, resale, or modification may constitute copyright infringement.
- Any digital work, including websites and print-ready files, is subject to the same copyright, licencing, and usage restrictions as outlined in these Terms & Conditions.

### **4. Approval and Acceptance**

- Clients are required to review designs and provide feedback or approval in a timely manner.
- Work is deemed accepted when:
  1. The Client approves final files, or
  2. Payment is made in full for the project.

### **5. Revisions**

- The agreed project includes a specified number of revisions (outlined in the quotation or proposal).
- Additional revisions or major changes may incur extra charges, billed at the Designer's standard hourly rate.

### **6. Payment Terms and Late Fees**

- All payments are due strictly within the terms stated on the invoice.
- No further work will proceed if any invoice on the Client's account is overdue.
- Failure to adhere to these terms will result in a 10% fee added to outstanding amounts after 30 days from the due date.
- Ignite Design Gold Coast may withhold delivery of final files until full payment, including any late fees, is received.

## 7. Limitation of Liability

- Ignite Design Gold Coast exercises due care and skill in all work.
- The Designer is not liable for misuse of licenced stock images by the Client beyond the agreed purpose.
- The Designer 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 that the work was delivered according to the agreed scope and using legally obtained materials.

## 8. 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.

## 9. Scope of Work

- The project scope, deliverables, and number of revisions are agreed in writing prior to commencement.
- Additional work outside the agreed scope will be billed at the Designer's standard rate.

## 10. Governing Law and Dispute Resolution

- These Terms & Conditions are governed by the laws of Queensland, Australia.
- Any disputes will first be addressed through good faith negotiation.
- If unresolved, disputes will be submitted to the Queensland Civil and Administrative Tribunal (QCAT) for resolution.

## 11. Modifications

- Ignite Design Gold Coast reserves the right to update or amend these T&Cs at any time.
- Updated Terms & Conditions will apply to all future projects and will be posted on the Designer's website.

## Contact

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