



ANNE MILES

CLIENT TERMS OF BUSINESS –

Freelance marketing services

CURRENT AS JUNE 2024

These terms of business are to reflect the terms of trading between Anne Miles (SOLE TRADER referred to as 'ANNE MILES') providing freelance marketing services (SERVICES) to clients (CLIENT) who engage Anne for services.

Anne will not be acting as an agency and any additional contractors or providers who may be required in the process of completing client projects will bill the client directly.

Scope & Budget Approval

Scope of work documents provided by Anne Miles or any of the allocated talent on your project/s are valid for 30 days from the date of issue. If the project is not approved within 30 days, Anne Miles reserves the right to facilitate a requote at that time. All costs exclude GST unless otherwise stated.

In order to commence work Anne Miles requires written approval of the Scope of Work and a company Purchase Order reflecting 100% the full amount of this proposal. This will indicate approval to commence production and initiates Anne Miles to spend money on resources and services on your behalf including booking services in advance in order to secure their services. The value of the Purchase Order and relevant percentage of the project scope of work may be amended by the parties in writing.

Anne Miles is entitled to adjust and reallocate the costs that make up the agreed or estimated total.

Change of Scope

In most cases the budget is relative to a creative treatment or reference for quality and style and changes to agreed creative parameters may affect the quote also. Anne Miles reserves the right to re-quote should this occur.

Any request for additional work or changes to the existing scope will need to be re-quoted and a Change Request will be submitted for written approval. A revised or additional purchase order may be required.

Cancellation or stop work

Once a budget is approved there is no right to refund or change of the estimate unless a revised scope of work is agreed by the parties acting reasonably. All outgoing costs will be accrued and accounted for.

At times Anne Miles will bill up front to enable funding of the project, but any adjustments will be done at project close.

Milestones Agreed

Each project, brief, scope of works, booking or any engagement of Anne Miles will have an agreed Scope of Works, milestones relevant to a delivery schedule, and an expected quality of works.

Changes Beyond Set Approval Points – Cost Plus Projects:

Anne Miles ensures your project fits within an intended schedule detailing the key approval points in the proposed schedule by relevant milestone during the production. At each point the client is permitted two author's correction within the scheduled time for each milestone presented for approval unless specified otherwise in the scope of work or as agreed in writing.

Of special note is the final master delivery, where the author's corrections are expected to be minor graphics or text changes only and not wholesale changes to the scripts, concepts, branding or any other pre-approved elements. This includes all levels of client management approval.

Where revisions do not impact the delivery deadline or the budget, Anne Miles will aim to accommodate all requests collaboratively.

Should corrections or revisions continue on through no fault of Anne Miles, additional charges may be charged at standard hourly rates. In some circumstances after hours loadings may apply, and moving the delivery date of the final work may be necessary.

Additionally if the schedule is constructed around receiving specific assets from your organisation, or a nominee of your organisation, and such delivery is delayed affecting the project milestones additional charges may apply or a change to the delivery date may be enforced.

Additional Services

Where additional services are required a scope of work will be provided but will default to \$75.00AUD per hour otherwise.

Engagement

The following documents will form part of the engagement and establishes the Scope of Works for each project, but not limited to the following documents as agreed by Anne Miles and the Client acting reasonably. Only those relevant for each project will be used including a choice of:

- Scope of Work or Quotation
- Approved Creative or Production brief supplied by the Client or allocated Project Manager/Producer
- Project Specifications Sheet
- Deliverables List
- Booking Form or Labour Hire Agreement (used interchangeably)
- Confidentiality Form
- Commission Disclosure Form
- Supplier Terms of Business
- Purchase Order
- Project Schedule
- OH&S Conditions and COVID safety briefing
- Additional documents as specified in the Scope of Work
- Invoice/s
- Terms of business or scope changes provided in writing

Cancellation of Projects

Should the project be cancelled after approval or issuing a purchase order cancellation fees will apply subject to a pro-rata adjustment to any time spent to date and to cover any committed expenses.

If the project/s is/are cancelled less than 48 hours prior to any filming/shooting full Project Shoot Fees or those fees for the project or project shoot day(s) (as applicable) will be payable. Any further outstanding bookings for post-production or other scheduled works after filming/shooting within a 48 hour cancellation period will be paid in full for the project or project shoot day(s) (as applicable).

The parties agree that this clause is subject to any other cancellation terms agreed between Anne Miles and the Client without impacting all other terms of trading.

Some internal overheads such as a share of production insurances and others as stipulated in an estimate or Scope Of Work will be billed as an allowance to recoup overhead costs, and will be considered a Cost to the job.

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Royalties

Any applicable royalties for concepts, music rights, voice talent, stock footage or performance talent will be included in the estimate and scope of work including any limitations to the term and usage noted. If you intend to use the work outside this agreement or need additional elements than specified in the scope of work then additional fees and royalties will apply.

Archiving & Retrievals:

Anne Miles will ensure output masters in a digital file format (ie. .mov/mpeg/pdf/web archive etc), If you require any special formats of this work not included in the original quotation, this should be notified to Anne Miles at the outset of a job so allowances can be made for additional copies in the scope of work.

Access to these files at any time after the project has been closed may incur fees for retrieval, compression and re-mastering on top of the individual output request.

Intellectual Property:

Upon delivery of the completed project and payment of the final invoice, Anne Miles will assign to the Client all right, title and interest in the intellectual property in the completed work (with exception of any work that has specific license terms such as concept, stock footage, music, voice overs and so on or any intellectual property which by its nature cannot be assigned).

Sometimes the working files involve proprietary software or textures that cannot technically be used by other parties and so this clause protects against the possibility for this. Any fees for duplication or transfer of the material are borne by the client or the third party.

Anne Miles retains the rights to use the completed project for marketing purposes online and in printed materials or for award entries if agreed to by the Client (such consent not to be unreasonably withheld).

Project Completion

Project completion will occur upon client sign-off, or 14 days following written notice to the client of all Scope Items being fulfilled (or such longer period agreed by the parties acting reasonably). Where Anne Miles or the allocated team are unable to complete a Scope Item because of missing assets, or requirements not met by the client, Anne Miles will notify the client in writing.

Payment Terms

Milestone Billing will be in instalments as agreed in writing by project. If no written agreement in place this defaults to 100% up front before work commences and held in escrow to be released as agreed during the project according to agreed milestones.

If there are issues regarding these payment terms Anne Miles is often willing to discuss alternative payment terms providing it is agreed up front and in writing. All costs quoted are in \$AUD Australian dollars unless specified otherwise.

In situations where the quality of the work or the milestones have not been met or not fully met Anne Miles will discuss proposed terms with the Client and agree on an offer.

Approval in advance will be sought for all Costs.

If any amounts are outstanding for more than 30 days, Anne Miles agrees to notify the Client. If the amounts remain overdue for a further period of 14 days from receipt of the notice the Client agrees to pay interest on the overdue amounts at the rate of 2% per annum above the annual overdraft interest rate charged by Anne Miles' bank, compounded on a daily basis if this applies for any reason.

In the case of any disputes all legal and recovery costs will be borne by the client if settled in Anne Miles' favour.

Exclusions

The estimate/quote and scope of work excludes any approval body fees, unless specifically requested and noted. Any other exclusions or changes to these terms will be noted on the specific scope of work and will supersede any conflicting terms in these standard terms of business.

Any allowances for weather contingencies or for negated shoot days due to poor weather are excluded. See also Weather Conditions.

Weather Conditions

You must pay Anne Miles further fees if a project is frustrated, delayed or cancelled due to inclement weather, a contingency beyond the control of Anne Miles or the allocated team on your project, or some other force majeure event. Such contingencies or events include, but are not limited to earthquakes, wars, floods, injury, illness, pandemic or non-appearance of anyone or any item arranged by the client, and delay or failure of delivery of goods or services to be supplied by you, whether on-camera product, vehicles or otherwise. In such circumstances, you must, in addition to all other agreed or stipulated payments, pay Anne Miles

- (a) in the case of weather, the daily weather cost specified by your allocated project manager in advance or supplied to you on request; or
- (b) in all other cases, the direct costs incurred by Anne Miles in respect of the delay in question.

A delay or postponement for more than 30 days, which is not caused by a force majeure event, is deemed to be a cancellation.

Please note that some conditions prevent filming due to safety issues, but some may be relevant to creative needs of the communication such as appearing as if it is one day or the hero product is presented adequately. In any situation a representative of your company will be advised of options and give approval before any costs are incurred.

Confidentiality

Except as required by law or for the purposes of producing the project, Anne Miles must not use or disclose any information that is confidential to you as the Client. If Anne Miles discloses confidential information she must notify The Client of the disclosed information and remedial action discussed.

Except as required by law or for the purposes of producing the Production, the Client must not disclose confidential information about Anne Miles that is confidential and must not use or disclose any information that is not approved to share. If The Client discloses confidential information it must notify Anne Miles of the disclosed information and remedial action discussed.

Indemnification

The Client agrees to indemnify and (to the maximum extent permitted by law) hold Anne Miles and any of our affiliates harmless against any damages or liability you may suffer as a result of claims or representations of your business related to the project/s.

Right To Refuse Service

Anne Miles may close, suspend or limit your work she undertakes

1. if you have materially breached these Terms Of Business and fail to remedy the breach within 14 days of Anne Miles requesting you to do so;
2. if it is determined that you have infringed legal rights, including infringing Intellectual Property Rights;
3. if it has been determined that you have engaged, or are engaging, in fraudulent, or illegal activities;
4. you are the subject of a United Nations, Australian, EU, USA or other applicable sanctions regime, or our banking and payment relationships otherwise preclude Anne Miles from conducting business with you;

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5. to manage any risk of loss to Anne Miles or to yourself as the Client; or
6. for other reasons including values misalignment

If we close your Account due to your material breach of this Terms of Business, you may also become liable for certain fees as described in these Terms of Business.

Without limiting our other remedies, to the extent you have breached this Terms of Business, you must pay Anne Miles all fees owed and/or reasonable expenses (including legal fees) related to investigating such breach and collecting such fees. Such liability will be limited to the Cancellation Fee specified in these Terms of Business.

The Client acknowledges and agrees that: (1) the damages that Anne Miles will sustain as a result of your breach of this Terms of Business will be substantial and will potentially include (without limitation) fines and other related expenses imposed on Anne Miles by her payment processors and that those damages may be extremely difficult and impracticable to ascertain; and Anne Miles may deduct the entire (or part of the) amount of the fine from your payment instalments or quoted scope of work to Anne Miles.

Notwithstanding any other clause in these Terms of Business, to the extent permitted by law (1) the Client's aggregate liability arising under or in connection with these Terms of business (whether in contract, tort (including negligence), statute, equity or otherwise) is limited to \$25,000; and (2) the Client will not be liable for any loss of profit or any loss which does not arise according to the usual course of things from the Client's breach of these Terms of Business. This limitation of liability shall not apply to the Client's obligation to pay the fees pursuant to these Terms of Business.

Miscellaneous

Anne Miles will comply with all occupational health and safety laws applicable to it in connection with the project.

These Terms of Business shall be governed by and determined in accordance with the laws of Victoria and the parties submit to the non-exclusive jurisdiction of the courts of Victoria.

As a condition of working with Anne Miles you will comply with all safety requirements provided to you in writing prior to or during the production or project.

Anne Miles warrants to have Public Liability Insurance up to \$5Million in cover for each and every loss, Property Cover in Anne Miles care up to \$25,000 for each and every loss and Professional Indemnity Insurance up to \$5Million with compensatory Penalties Cover limited to \$250,000 resulting from breaches of Workplace Health & Safety legislation, Environmental Laws, Employment Practices Legislation and Companies Law (eg. The Corporations Act) unless otherwise agree as a cost to the particular project and scoped up front as part of the approved Scope of Works. Certificates of Currency will be provided on request.

Exceptions

Anne Miles or the Client may initiate to negotiate an alternative to these Terms of Business at any time before work commences if negotiated up front and provided both parties agree including custom terms, fees and margins, and payment milestones to be specified in writing as an exception.

Special conditions – web services

Should Anne Miles be engaged in web design, web building, web styling or other related services for website production there are some unique conditions that apply:

1. Page count will be noted in the Scope of Work. Any additional pages will be considered out of scope requiring re quoting or additional charges
2. Choice of technology will form the basis of up front and ongoing fees which will be outlined at quoting stage where possible
3. Some functionality will be required using 'Themes', 'Plug Ins' or 'Add ons' depending on the needs of the business and will be quoted up front where known. Additional costs may be incurred during the project at Anne Miles discretion but limited to under \$500 AUD within the approved budget. This may impact ongoing annual fees if this functionality is required on-going. Anne Miles will advise any ongoing costs and obligations and generally will seek approval before commencing use
4. SEO set up is of a basic level using Yoast regular plug in unless specified otherwise or requested as an ongoing marketing tactic for search engine optimisation
5. Spam protection will be basic unless specified otherwise or requested as a special task
6. CRM integration will include the ability to send subscribers to the existing software in control by the Client and excludes any major work to set up lists or target audiences
7. Revisions and changes are limited to two rounds per page unless agreed to otherwise in writing noting that wholesale changes such as universal colours, fonts and design once approved will incur costs if changed late in the project and charged at \$75 AUD per hour
8. Terms of website use and privacy terms are a legal requirement of all websites and are to be provided by the Client
9. Client is required to publish their ABN on any websites that are publicly displayed and must provide it to Anne Miles for inclusion
10. Anne Miles will provide access to the fully functioning and tested website on approval as a signal of project close
11. Anne Miles cannot guarantee that the website or contact forms always remain functional into the future and is not liable for any impact of a faulty form or faulty technology at any time after release of the approved live site
12. Maintenance will be required to update technology systems and to keep the data safe and will be quoted as an optional service @ \$75 per hour if desired, and is not part of the original Scope of Work
13. The quality of the website is heavily reliant on excellent photography being provided by the client and is the Client's responsibility to maintain this standard and to provide the necessary images
14. Stock imagery within the website will be free or Royalty Free only. Any special requests for premium imagery will be a separate Scope of Work to be quoted if required
15. Logo and design guidelines to be provided by the Client or specified as a separate scope of work if required
16. Excludes any paid advertising or lead generation work to drive traffic to the website. The Scope of Work will be for the build only unless any marketing activity is quoted up front

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