



## TERMS & CONDITIONS

Date: September 2007

This document has been created by Vizual Connections to formalize the basic terms and conditions of the business, applying to all work that Vizual Connections undertakes for their clients.

The basic pre-requisite for a project includes floor plans, elevations, sections, landscaping & actual site photo (if applicable) and materials selection. Vizual connections must receive service agreement prior to the commencement of work.

## CONFIDENTIALITY

Both parties acknowledge and shall hold in strict compliance, all confidential information transmitted in the course of business.

However, Vizual Connections is released from any claim due to unauthorized copying, recording, reading or interference with documents transmitted electronically.

Vizual Connections will not sell or redistribute your contact information without prior notice, and does not participate in any unsolicited email spam schemes.

## PRODUCTS & SERVICES

Vizual Connections will deliver the quoted services and will use all reasonable efforts and necessary skills and expertise to a professional standard.

All visuals created by Vizual Connections are accepted to be for illustrative purposes only and are only to be used as a guide to visualize final product prior to its completion. Vizual Connections does not assume responsibility for unintentionally incorrect information supplied.

## PRICING & PAYMENT

Time based fees remain accurate for a quotation period of 20 days. Vizual Connections bases its quotations and cost estimates on an estimated number of hours required to fulfill the initial requirements of the job, together with limited amount of disbursements. Any changes that increase the number of hours required over the original estimate is subject to additional fee and extension time.

Payment upon completion of one or more phases of work are due prior to the release of finished drawing. Payment in full is due within 14 days of invoice. Late payment is subject for administration charge of \$20.00/month or 3% Surcharge whichever is higher. Any expenses incurred by Vizual Connections outstanding monies shall be paid by the client.

Vizual Connections reserves the right to perform no further work for its clients until all outstanding accounts are paid in full.



## REPRODUCTION

The Client may reproduce, and use reproductions of, the drawing(s) to promote the project. Any other use shall require the express written permission of Vizual Connections, who holds the copyright to all drawings provided.

## CREDITS

The Client shall ensure that proper recognition accompanies any reproduction or publication of the drawings provided by Vizual Connections. The Client acknowledges that proper recognition is a term essential to this agreement. Proper recognition requires the following credit line adjacent to the published image.

*Illustration © Vizual Connections, 20xx*

Vizual Connections reserve the right to use images of the commissioned work in their own portfolio and any self-promotion.

It is agreed that the Company's logo/ signature will neither be altered nor removed from the commissioned work without Vizual Connections' written permission. It is also agreed that commissioned work may not be altered by others without the company's written permission.

Commissioned work and images remain the property of Vizual Connections until all agreed fees are paid in full, at which time the right of usage of these images is granted to all direct and indirect parties of this Agreement. The right of a specific usage may be withdrawn should Vizual Connections deem that specific usage is inappropriate or damaging to the Illustrator. The images of commissioned work are copyrighted and all copyrights remain the property of Vizual Connections.

Any liability of Vizual Connections resulting from this agreement is limited to the face amount of this agreement. Should collection expenses be incurred they will be paid in addition to the agreed fee.