



DANIELLE KATE

TERMS + CONDITIONS

Effective April 2026.

Please read through these Terms and Conditions of Danielle Kate (DK) and ensure you (the Client) understand them before you commence a project. By requesting designs and/or services from Danielle Kate, you agree to these Terms and Conditions, and you are aware that you are entering a binding contract where payment is required.

Definitions

- + 'DK' means 'Danielle Kate Design'.
- + 'Client' means a person/company who engages DK for designs and/or services.
- + 'Proposal' means the custom design quotation provided to the client in writing by DK, based on the client brief.
- + 'Project' means the scope of the client's work outlined in the proposal.
- + 'Service/s' means the service/s to be provided to the client by DK, as described and defined in the proposal.
- + 'Assets' means the product/s to be delivered by DK to the client, specified by format/s outlined in the proposal.
- + 'Retainer' means an ongoing monthly engagement where DK provides agreed services to the client as outlined in the proposal.
- + 'Content' means any text, images, graphics or other material supplied by the client or created by DK for use across social media platforms, newsletters or marketing collateral.
- + 'Platforms' means the social media channels agreed upon in the proposal including but not limited to LinkedIn, Instagram, Facebook and YouTube.

Proposal

1. Proposals provided by DK are free of charge and are valid for 14 days from the date of issue.
2. Proposals that are not accepted within that time frame may be subject to change.
3. Any items added to the project after the proposal has been approved, and work commenced, will be added as additional work and charged accordingly. Please consider all requirements at time of briefing for an accurate proposal of the project.

Payments

4. A deposit of 50% is required prior to the commencement of any work. Work on the project will begin once this deposit has been received.
5. The balance of the payment is required prior to releasing all final assets, including artwork to the printer, high resolution PDFs and any other assets requested in the proposal.
6. An invoice will be provided to the client for all work completed by DK. All invoices are payable within 7 days of the issue date.
7. Should the client choose not to proceed with the project, an invoice will be issued as 'work to date'.
8. It is the client's responsibility to pay any debt collection, legal and court fees that may incur because of the failure to pay within 7 days of the issue date of the invoice.
9. Payments are made via bank transfer. DK bank details will be noted on the invoice issued.
10. Retainer engagements are billed monthly in advance. An invoice will be issued at the start of each month and is payable within 7 days of the issue date.
11. Additional hours outside the agreed retainer package are charged at the current hourly rate of \$125/hr and will be invoiced separately.
12. DK is not registered for GST. No GST is applicable on any invoices issued.

Retainer Engagements

13. Retainer engagements commence following completion and approval of all Phase One deliverables and receipt of the first monthly invoice payment.
14. Either party may adjust or cancel the retainer with 30 days written notice.
15. Should the client cancel the retainer within the 30 day notice period, the current month's invoice remains payable in full.
16. DK will make every effort to maintain an agreed posting schedule. However DK cannot be held responsible for delays caused by late provision of content, direction or approvals by the client.
17. If client approval is not received within the agreed timeframe, posting may be delayed. DK will not be held liable for any impact on engagement or online presence as a result of such delays.

Social Media Management

18. The client grants DK authority to access and post content to agreed social media platforms on their behalf for the duration of the retainer engagement.
19. All content is subject to client approval prior to posting unless otherwise agreed in writing.
20. The client accepts full responsibility for all content approved and published on their platforms. DK shall not be held liable for any reputational, legal or commercial impact arising from approved and published content.
21. DK shall not be held liable for any changes made by social media platforms to their algorithms, features, scheduling tools or terms of service that may affect the delivery of agreed services.
22. The client is responsible for maintaining active and accessible social media accounts for the duration of the engagement. DK cannot be held responsible for any disruption caused by account suspensions, platform outages or access issues outside of DK's control.
23. Pre-approved response scripts for community management must be provided by the client prior to commencement. DK will not respond to comments or enquiries outside of these scripts without prior written approval from the client.

Content & Proofs

24. All content (copy, imagery, assets etc.) are to be supplied to DK in a suitable format for use. Additional charges may apply where DK is required to manipulate and convert client supplied files to ensure they are ready for use.
25. All concepts created by DK are presented in a low-resolution format. High-resolution files are supplied to the client once approved and payment is received in full.
26. All concepts presented by DK are created to the very best of DK's ability and knowledge.
27. The client is responsible for approving all proofs and ensuring accuracy and suitability. This includes, but is not limited to; design, spelling, grammar, imagery and quantity (if printed).
28. The client must confirm in writing to DK that they approve or require corrections and amendments to concepts presented during this stage of the project, within 14 days of receipt of the concepts.

Revisions

- 29. The initial concepts are presented to the client based on the brief provided.
- 30. Two rounds of revisions to these initial concepts are included in this proposal base price. These will be labelled V1 / V2.
- 31. Any revisions required after these two rounds will be charged at a rate of \$125 per hour.
- 32. All revisions to a project must be provided to DK in writing.

Errors & Exclusions

- 33. It is understood that the client assumes and accepts liability for all errors not corrected, whilst all care is taken by DK in producing proofs and final artwork.
- 34. The client is responsible for proof reading prior to final approval. Final artwork is not released to the client or any third parties until final approval is provided in writing and invoice paid in full.
- 35. The client is responsible for payment of all costs should they request a project reprint.

Deadlines

- 36. DK will make every effort to meet deadlines.
- 37. The client is responsible to notify DK of deadlines prior to the commencement of the project outlined in the proposal. DK will not be liable or held responsible for any deadlines not met.
- 38. If DK is required to work outside of normal business hours to meet deadlines, an additional cost may be incurred. Business hours are Monday to Friday, 9am to 2:30pm.

Printing

- 39. Any files provided to DK by the client for use in print reproduction must be supplied as CMYK and at a minimum resolution of 300dpi at actual size. Additional charges may apply if DK is required to manipulate client supplied files to ensure they are print-ready.
- 40. DK checks all images supplied and will provide advice regarding reproduction quality, colour, and stock. The client accepts that DK is not responsible for any client supplied images that do not print as expected.

41. Due to differences in computer settings, on-screen colour proofing may differ between monitors and devices. On-screen proofing is not an accurate representation of the final printed project and DK is not responsible for any variations in colour that may occur between on-screen proofs and the final printed product.
42. DK will happily press-check projects where requested, to ensure the best printed outcome. An additional cost may occur if the client requests DK to attend a press check.
43. When DK is engaged to manage printing, a surcharge will be charged to cover time spent sourcing quotes and liaising with printers/suppliers. This will be considered in the briefing process, therefore stated in the initial proposal.

Copyright

44. Ownership of copyright over all concepts and draft artwork remains with DK. Unlawful use by the client is strictly prohibited.
45. Once final payment is made, ownership will be transferred to the client.
46. DK warrants that all original design work created by DK is, to the best of DK's knowledge, original and does not knowingly infringe the intellectual property rights of any third party. In the event that a third party claim arises solely from original work created by DK, DK will take reasonable steps to remedy the issue at no additional cost to the client. This warranty does not extend to any content, imagery or materials supplied by the client.
47. In the event that the Client provides written copy that is protected by copyright, the Client must provide written permission from the copyright holder to use said items. For more information visit <https://www.copyright.org.au>

Image Usage

48. Images supplied by the client must be sourced from a creditable stock library, or the client be the holder of any copyright or gain written permission to use the image/s for commercial purposes. DK shall not be held liable if Client provides or uses images that are in violation of copyright laws.
49. DK will source stock imagery if required. Stock imagery that is not covered in the initial proposal and attracts an additional cost outlined by the stock library, will be payable by the client.

Final Files

- 50. DK will not supply any working files used in the creation of a project (such as Adobe Illustrator, InDesign, Photoshop etc.) to the client unless previously discussed and added into the proposal as part of the project.
- 51. High-resolution PDFs of a completed project will be supplied once final payment is made.
- 52. If the client requests any files after 30 days of the completion of the project, a cost will be incurred to cover time and consumables.

Additional Costs

- 53. Proposal pricing does not include meetings (unless specified in the Proposal). If you require DK to attend your offices or invite DK to an online meeting, this will be an additional cost on top of the base price and be charged at a rate of \$125 p/h.
- 54. Such costs include postage and packaging, freight and shipping, courier fees, highresolution proofs, offset printing, digital printing, photocopies, artwork stored onto USB, subcontractor's costs and fees, stock photography, font purchases/licenses, photography and or artwork licenses.

Cancelled & Unfinished Projects

- 55. On receipt of concepts, the client has 14 days to notify DK of any revisions to be made.
- 56. Should the client fail to contact DK within 14 days of receipt of concepts with any revisions, or final approval, DK has the right to consider the project finalised, and issue an invoice as completed 'work to date'.
- 57. If, by either party, the project is terminated, DK will issue an invoice for all work completed up to the date of cancellation, and payment is required by the client.
- 58. DK has a 30-day cancellation policy. Should the client fail to contact DK to cancel their project 30 days after the agreed start date (and payment of deposit), DK reserves the right to keep the deposit.

Confidential Information

- 59. DK and the client both acknowledge that during business practices they may receive confidential information and materials of the other party.
- 60. Each party will hold in strict confidence this information and shall not disclose confidential information to any third party or use any confidential information except as may be necessary within the project.
- 61. DK acknowledges that in the course of a social media management engagement, they may have access to sensitive business information, client data and internal communications. DK agrees to treat all such information as strictly confidential and will not share, disclose or use any such information outside of the scope of the agreed engagement.

Promotion

- 62. DK has the right to publish any client projects as self-promotion in portfolio, website, or preferred social media platforms.
- 63. The client agrees to allow a small credit on any website designed by DK. This will be in the form of small text placed at the bottom of the page.
- 64. Where DK has managed social media content on behalf of a client, DK reserves the right to reference this engagement and share examples of published content in their portfolio and promotional materials, unless the client requests otherwise in writing.

These Terms and Conditions are governed by the laws of Victoria, Australia. Any disputes arising from these terms shall be subject to the exclusive jurisdiction of the courts of Victoria.

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