



Affiliate Agreement for Julie Gibbons trading as Brandiwork

Welcome!

Thank you so much for choosing to become an affiliate for Brandiwork, and spreading the word about my services for branding, digital design, and website design and builds. I truly appreciate it.

This document sets out the formal terms of our agreement for you to be an affiliate for Brandiwork, so please read the whole agreement carefully. When you submit your details to become an affiliate at Brandiwork and receive your personalised affiliate link, you agree that this document then becomes a legally binding contract between us.

About Brandiwork

Brandiwork is operated by Julie Gibbons, and provides custom design services for small business, particularly in the areas of branding, graphics, and website construction, to help those small businesses attract and connect with their audience.

Contact Details

Julie Gibbons

ABN 88 824 297 028

Email Address julie@brandiwork.com

Postal Address - please email using the address above to request my postal address details.

Enrolment as Affiliate

Enrolment to be an affiliate is via application only through my website at <https://brandiwork.com/affiliate-dashboard>.

You will be required to provide your name, business name, ABN, full contact details and PayPal address for payment for affiliate commission payments.

Julie Gibbons reserves the right to refuse your enrolment application -

- if she believes there is a risk to the professional reputation of either Brandiwork or Julie Gibbons,
- if she believes you or your clients would not benefit from this affiliate relationship
- OR if there is a lack of shared business values.

Affiliate Management System

The affiliate relationship with Brandiwork is managed through the website at <https://brandiwork.com> using the Wordpress plugin Yith Woocommerce Affiliates.

When you share your personalised affiliate link, it is tracked by cookies on the internet browser of the end-user (the person you share the link with) for up to 30 days.

The end-user must have support for browser cookies for the tracking to work effectively. If the affiliate link has not been tracked for any reason, such as the end-user browser cookies aren't working correctly, or any other technical error, Brandiwork is not responsible and cannot make payment commissions.

It is your responsibility to use affiliate links with your referrals, as commissions cannot be tracked without the cookies.

As an affiliate, you will receive 20% of the total sale price as a commission for all orders of Brandiwork products placed through your personalised affiliate link. The commission is calculated solely on the sale of products and services purchased through the Brandiwork website and ecommerce system.

Where the client you refer under this Agreement chooses to upgrade to any other service with Julie Gibbons trading as Brandiwork, the client will be directed to a different booking process which is excluded from this agreement, and no further commission is payable on any invoices issued in regard to those upgraded services.

All payment and all references to payments or money in this agreement are in Australian dollars.

Brandiwork may change this commission rate at any time, including increasing the commission percentage temporarily for promotional periods, from time to time.

At the conclusion of any promotional period, the rate will return to the regular commission percentage of 20% under this agreement.

Generating Commissions

In order to generate a commission, the referred client must:

Use your properly coded affiliate link (it is your responsibility to ensure that the correct link is provided to the client) AND

Pay for the product through the Brandiwork website; AND

Not request a refund within 14 days of their purchase. (Orders that are refunded for any reason whatsoever do not attract a commission payment.)

If the client chooses to purchase via the instalment or payment plan option, the affiliate commission is payable only on that instalment amount.

Commission payments will be made to you quarterly, through PayPal or the account that you specify for EFT when you apply to be a Brandiwork affiliate.

It is your responsibility to notify Brandiwork of any changes to your contact details, email address or account.

The order price charged to clients includes GST.

Brandiwork will be responsible for paying the GST on the whole purchase price charged to the client.

You are responsible for meeting all of your tax obligations in respect to your affiliate income, including paying GST out of your commission if you are registered to do so.

Your obligations as an affiliate

As an affiliate of Brandiwork, you are not authorised to collect payments from the sale of Brandiwork products or services yourself.

You are not authorised to give away any Brandiwork products or services for any reason whatsoever.

If you breach either of these obligations, it will result in your affiliate relationship with Brandiwork being immediately terminated, and may also result in legal action taken by Brandiwork.

Fulfilment/Delivery of orders

The services of Brandiwork are process-based, and customised to each individual purchaser. Julie Gibbons trading as Brandiwork is solely responsible for the delivery of any products or services purchased through the Brandiwork website. The length of time taken to fulfil these services is entirely between the purchaser and Julie Gibbons trading as Brandiwork.

Customer Terms

The affiliate commission is a fee paid to you for your recommendation and introduction of Brandiwork and its services resulting in a client purchasing from Brandiwork.

All clients who purchase services or products from Brandiwork using your affiliate link become a client of Brandiwork and are therefore subject to the terms and conditions of working with Brandiwork.

You have no responsibility for this relationship in regard to the services provided to the client by Brandiwork.

Brandiwork from time to time may change their business terms and conditions, business processes, and offer different services or products. If this is likely to affect your affiliate agreement, you will be notified of those changes.

Unacceptable Behaviour

Julie Gibbons, trading as Brandiwork, has a professional responsibility to maintain a good standing in both the local and online community and therefore cannot be affiliated with any person who is found to be conducting themselves in a manner that is personally and socially offensive, or seen to be advocating violence, discrimination of any kind, or engaging in illegal activity.

You agree that while this affiliate relationship stands, engaging in any of the above activities, and/or spam email or other forms of internet abuse is strictly prohibited and will result in the termination of this Agreement.

Use of links for your own purchases

You may not use your affiliate links to gain commission on your own purchases of Brandiwork products or services.

However, if you wish to purchase any of the Brandiwork products or services for your own use, and these products or services would normally attract an affiliate commission, please email julie@brandiwork.com and you will be provided with an affiliate discount code of 20% off the full price.

Our Relationship

This agreement does not create any relationship between you and Brandiwork beyond that relating to the affiliate agreement, and both parties remain independent contractors.

You understand and agree you have no authority to represent yourself as Brandiwork, and you must not make any statement that would reasonably lead members of the public to believe that you do have this authority, whether on your website or in any other form.

Intellectual Property

You have permission to use any images or copy from the Brandiwork website only when directly promoting Brandiwork's services.

You understand and agree:

These images and copy and all other design resources remain the property of Brandiwork; and

Your right to use them is non-exclusive; and

Your right to use them is royalty-free, is limited to the purposes set out in this agreement, and limited to the term of this agreement; and

These images and copy and any other design resources are non-transferable and you may not share them with another party for any reason;

You acknowledge that Brandiwork is the sole copyright owner of all images and copy, and of the products and services that are being sold under this agreement, and that you have had no part in their creation.

Term and Termination

This agreement begins when you are issued with your affiliate link and will end when it is terminated by either party.

Either party may terminate this agreement at any time, by giving written notice to the other for any reason. Disclosure of reason is appreciated but not necessary.

On termination of this agreement by either party, all licenses and permissions to use Brandiwork intellectual property and branding immediately cease.

You must remove any element of Brandiwork branding from your website, or anywhere else that it is displayed within 7 days of termination.

A final commission payment (if applicable) will be made on the next quarterly payment cycle.

Limitation of Liability

Brandiwork is not liable for any damage or financial loss of any kind arising in connection with this agreement or your role as an affiliate, even if Brandiwork had the knowledge or should reasonably have suspected that this damage or loss may occur. In any event, Brandiwork's entire liability arising in respect of this affiliate relationship will not exceed the total commission paid or payable to you under this agreement.

In undertaking your role as an affiliate, you understand and agree there is no guarantee that you will earn any income from this relationship.

Brandiwork has no control over or responsibility for WordPress, WooCommerce or the YITH Affiliates plugin.

Brandiwork cannot guarantee that the operation of the website or the affiliate links provided to you will be uninterrupted or error-free.

If there are any technical errors on my website that cause issues with the affiliate system, every effort will be made to correct or mitigate them. However Brandiwork cannot be held responsible for any interruptions or consequences that result from errors provided by these third party services.

Dispute Resolution

The services of Brandiwork are located in NSW and this agreement is subject to the governing law of NSW, Australia.

If you have any issue or complaint arising out of this affiliate agreement, all parties agree to make a genuine effort to resolve any issues through discussion and negotiation.

If we are unable to resolve a dispute by negotiation and discussion within 14 days, we agree to proceed to mediation with the assistance of an accredited mediator and we agree to share the costs of mediation equally.

Litigation is to be considered as a last resort and may not be commenced until, in the opinion of the accredited mediator, the potential for negotiation and mediation have been exhausted.

We agree that any dispute or issues will be confidential between the parties and the mediator and both parties will refrain from discussing any dispute or related issues or referring to each other in a disrespectful manner on any social media or public forum. This is to protect both parties' professional reputation and relationship.

Australian Consumer Law

All Brandiwork products and services are offered in compliance with Australian Consumer Law. Each product or service package includes a Terms of Engagement document which sets out the applicable refund policies for that product.

Commission on payments processed during the 14-day period before the end of the quarter will be held for the following quarter to ensure the funds are available for a refund if required.

If a client has any problems, difficulties or complaints, this is entirely the responsibility of Brandiwork. If a request for refund has not been received during the 14-day period after purchase, your commission will not be impacted.

Agreement

This document represents the whole agreement between you and Brandiwork and replaces any earlier affiliate agreements, undertakings or conversations.

If you proceed with your application to become an affiliate, you will be considered to have read and accepted these terms and conditions for the Brandiwork affiliate agreement, and agree to be bound by them for the duration of the agreement.

Julie Gibbons trading as Brandiwork may modify this agreement or any of its terms at any time, and will notify you of any such modifications by providing you with a copy of this new agreement. If you do not agree with any of the modifications, you are invited to discuss your concerns and/or terminate the affiliate relationship if it no longer suits your purposes.

If you don't provide written notice of termination in accordance with this agreement, you will be considered to have accepted the modified terms and will continue to participate in the affiliate program on those new terms.

Julie Gibbons trading as Brandiwork

ABN 88 824 297 028

Email: julie@brandiwork.com