© Brandiwork 2026 All rights reserved

Brandiwork

TERMS OF ENGAGEMENT
(Graphic Design and Website Development)

Julie Gibbons is a brand strategist, graphic designer, and website builder who helps businesses with branding and websites that reflect the essence of their brand to attract their ideal clients through her service, Brandiwork.

This Agreement is legally binding and is the entire agreement between **Brandiwork** ABN 88 824 297 028 and you (the "Client").

The purpose of this Terms of Engagement (the "Agreement") is to clarify the roles, expectations and mutual obligations for working together so that moving forward both Parties enjoy the experience of professional engagement.

While it is expected you will sign and return this Agreement you are deemed to have read and accepted the Terms and Conditions contained in this Agreement when you receive it in your email, or via a link for electronic signing, and by continuing to accept and engage the services of Brandiwork.

Both Parties agree this document supersedes and prevails over any prior agreement or understanding (if any) between the parties.

To request amendments to, or to gain clarification about, this Agreement, please email julie@brandiwork.com

TERMS AND CONDITIONS

MEANING OF TERMS
Brand Personality means personality traits selected for your brand, for example, wise, innocent, expert, rebel, conservative, fun, serious.
Full Brand Style Guide means an electronic document that includes mood board, your brand keywords, colour palette, fonts and alternative font suggestions, image style guide, examples of your branding in action, for example, social media post layouts and possible banner layouts. It also includes a written summary of the business target market and visual elements usage guide.
Business Summary Report means an electronic document containing a summary of your business services, your target market, the solutions your business provides to the problems experienced by its target market.
Visual Assets means the visual elements of branding including elements such as colours, fonts, and image style, and the images created through implementing these elements, for example, graphics for social media, PowerPoint slide and e-book layouts.
Website makeover means a complete redesign and rebuild of an existing website, using existing content.

1. DURATION OF OFFER
The services and prices as set out in this Agreement remain valid and open for acceptance by you for a period of thirty (30) days from the date this Agreement is sent.
2. CONTRACTED SERVICES
Brandiwork offers a variety of service options. Please refer to your Design Proposal /Quote detailing the scope of work that applies to your engagement of Brandiwork services and to which these Terms apply.

Current service packages include the following and may be changed at any time or tailored to meet specific client requirements. Other packages may be negotiated with

© Brandiwork 2026 All rights reserved

individual clients. Packages including website builds, website updates,or technical services are indicative only as invidual website requirements vary widely.

2.1 Luxe Rebrand & Website package - $6666

The Luxe Rebrand package for established businesses that require rebranding or a brand refresh and includes ongoing implementation support in existing and future documents for graphics and design requirements.

Inclusions -

- 4 x 30-minute consultation via Zoom
- Full Brand Style Guide and custom logo package
- Complete website makeover up to 10 pages and/or posts
- Update of all current graphics associated with the business to align with rebranding
- Technical support and maintenance of the website for six (6) months; and
- Six (6)months on-call graphics.

2.2 Growth Brand & Website Package - $3750

The Growth Brand and Website Package is designed for businesses moving beyond extreme start-up or hobby stage.

Inclusions -

- 1 x 60-minute consultation via Zoom
- Brand Style Guide & logo package
- Up to 2 social media (Facebook/LinkedIn/Twitter) banners
- 6 x social media template pack
- Custom 4-page website design and build
- Thirty (30) days website technical support & maintenance up to a maximum of 2 hours.

2.3 Starter website package - $1650

The Starter Website Package is designed for businesses in start-up.

Inclusions -

- 1 x 60-minute consultation via Zoom
- Custom 3-page website design and build
- 30 days website technical support and maintenance up to a maximum of 2 hours.

2.4 Brand Style Guide with logo package - $2550

Inclusions -

- 1 x 60-minute consultation via Zoom
- Mood board
- Creation of brand keyword list as a guide to brand personality
- Design of all visual elements, including colour palette, font choices, and image style guide.
- Custom logo design
- Business summary report
- Examples of your branding in action, eg. Social media post layouts
- A written guide to the usage of your brand's visual elements

2.5 Branding for Startups - $250

60-minute consultation via Zoom to discuss one of the following:

i. review and improve existing branding; or
ii. consolidate initial branding concept taking into account client target markets, colours, fonts, and brand personality.

2.6 Extra web pages

Extra web page builds will be charged at $150 per page, and excludes the integration of external platforms (e.g. Mailchimp, Stripe, PayPal, Acuity,)

2.7 Hourly Rate Services

2.7.1 You understand and agree Julie Gibbons' professional hourly rate to additional

© Brandiwork 2026 All rights reserved

graphic design services or website and tech support services is $150 per hour, including GST, with a minimum charge of $50 including GST.

Ad hoc website related tasks

2.7.2 From time to time, Brandiwork may allocate ad hoc tasks on websites, including tech support and maintenance to team members or subcontractors.

3. Payment

You understand and agree -

Commencement of Work

3.1 Acceptance of quote/proposal from Brandiwork constitutes Agreement to these terms and conditions.

Fees for Service

3.2 The service fee shall be the Design Proposal/Quote provided to you via email unless work undertaken exceeds the work outlined.

3.3 If work is undertaken, that exceeds the items specified in your Proposal/Invoice, appropriate fees for the additional work will be payable by you.

3.4 Wherever possible, you will be notified of increases in the scope of the project.

Payment terms

3.5 A payment of 50% of the Design Proposal/Quote is required to commence any design project, with the balance payable before delivery or in milestone payments where applicable.

Monthly subscriptions, such as those for website maintenance, have a 3-month minimum engagement. Failure to pay the monthly fee within 5 business days of invoice will result in services immediately ceased and not restarted until ALL outstanding balances are paid.

Refund Policy

3.6 Once design work, including research, has commenced on your design project, the commencement payment is non-refundable.

3.7 Brandiwork endeavours to provide graphic and web design services that meet and exceed a client's needs and expectations

Change of mind

3.8 The initial payment of 50% is non-refundable if there is a "change of mind" by you after a project has commenced.

3.9 You will be invoiced for any additional time spent on your project on Julie Gibbons' hourly rate of $150 including GST.

3.10 All payments are in Australian Dollars and include GST for Australian based clients.

3.11 All payments are by PayPal, Stripe, or bank transfer to the account details provided in your Proposal/Quote.

Late payment

3.12 Accounts which are not paid when due will incur a late administration fee of $30 including GST.

3.13 Accounts which remain outstanding for 14 days after the date of invoice will incur an additional late payment fee equivalent to 10% per annum of the project costs for each week payment is outstanding.

3.14 If you are having difficulty paying your invoice, please get in touch as soon as you are aware of the issue, so a solution can be negotiated that works for both parties.

Default

3.15 An account shall be considered in default if it remains unpaid for 30 days from the date of invoice or the Client has expressly stated that they do not intend to pay an invoice by Brandiwork unless prior arrangements have been made.

3.16 Brandiwork may suspend all services provided to the Client (including but not limited to websites designed files, concepts, artwork, and email) and employ debt collection measures until the total outstanding balance has been fully paid.

3.17 Outstanding balance includes but is not limited to any unpaid fees due for services ordered, design, hosting, domain registration, search engine submission, maintenance, sub-contractors, printers, photographers and libraries and bank interest calculated daily for each day payment is overdue.

© Brandiwork 2026 All rights reserved

3.18 Suspension of such services does not relieve the Client of its obligation to pay the due amount.
3.19 Files on external servers, such as hosted websites and e-commerce solutions, will be removed and held until payment is made or for 30 days until the Client has paid for their invoices in full.
3.20 The Client whose account is in default agrees to pay Brandiwork reasonable legal expenses and third-party collection agency fees in the enforcement of these Terms and Conditions.
3.21 Brandiwork retains all copyright for work performed until full project costs have been paid.
3.22 Brandiwork reserves the right to reuse or resell work undertaken in the case of a payment default.
3.23 Brandiwork accepts no liability or responsibility for loss of income or damage to the Client for work removed from third-party servers, as a result of non-payment and the Client will not take legal action for any situation arising from invoice disputes or removal of the disputed work in such cases.

4. Additional work

4.1 Additional work is defined as any work involving additions to the list of items specified in the Client's Proposal/Quote or changes to all pieces of finished artwork after sign off by the Client or the Client's authorised representative.
4.2 From time to time, the Client may have additional design requirements during a project, or extra files upon completion of a project.
4.3 The Client will be informed of alterations, or changes requested that fall outside the scope of the original estimate, where possible.
4.4 The Client must agree to alterations in writing, and a fee of $150 including GST per hour will be payable.
4.5 Where additional design work not included in the original Proposal/Invoice is requested during the design process, a progress payment will be payable before further work being carried out.
4.6 Where a progress payment does not apply, all additional costs will be added to the final invoice, payable before delivery of design files.
4.7 All design work (mood boards, brand style guides, logos, graphics, website layouts) allows for up to two rounds of drafts and reviews, to give the final design.

Urgent design requests

4.8 Urgent work requested outside of the scope of the services in the Client's Proposal/Quote or which is required outside of ordinary business hours or to the detriment of concurrent work for other clients will be charged at an hourly rate equalling an additional 25% of Brandiwork hourly fees.
4.9 Release of work performed on behalf of the Client by Brandiwork may not take place before cleared funds have been received.

5. Approval of Final Artwork

5.1 While Brandiwork takes all care to avoid errors, Brandiwork accepts no responsibility for typographical errors, spelling mistakes, or incorrect information on any project committed to print, production or publication.
5.2 The Client is to proofread and approve all final copy before the production of artwork.
5.3 The email verification of the Client's or the Client's Representative shall be conclusive as to the approval of all artwork before their release for printing, or publication.
5.4 No refunds are given after a final approved design has gone to print due to oversights by the Client's proofreading.

6. Resending Completed Files

6.1 If a Client loses or accidentally deletes the files delivered by Brandiwork after the project is complete, a fee of $50 per request (plus GST if applicable) is applicable for

© Julie Gibbons // Brandiwork

© Brandiwork 2026 All rights reserved

resending requested files.

7. Website Design – Post Completion Alterations

7.1 Once web design is complete, Brandiwork will provide the Client with the opportunity to review the resulting work.

7.2 Brandiwork will make two sets of minor changes at no extra cost within 14 days of the start of the review period.

7.3 Minor changes include small textual changes and small adjustments to page layout and exclude significant alterations to the design, layout and overall navigation of the site.

7.4 Any minor changes can be notified to Brandiwork by email and confirmed by phone or Messenger.

7.5 Brandiwork will consider that the Client has accepted the original draft, if no notification of changes is received in writing from the Client, within 14 days of the start of the review period.

7.6 An hourly fee after this time for tweak and amendments is payable of $150 including GST.

8. Open Source Software

8.1 Brandiwork makes extensive use of open-source software and components to supply websites and services to you.

8.2 Brandiwork will not charge additional licensing fees on open-source software.

8.3 You indemnify Brandiwork against any loss or damage arising directly or indirectly from any failure of software supplied to you.

8.4 All software and components not developed by Brandiwork retain the original license and terms associated with them.

8.5 Brandiwork cannot assign any rights to you, and you agree to be bound by the original Author's terms.

8.6 Brandiwork is not responsible for open source software upgrades where old versions of the software are no longer supported and as such pose a security risk to the website.

8.7 Brandiwork may undertake open-source software upgrades outside the scope of this Agreement at an additional cost.

8.8 As WordPress is the standard open-source software used by Brandiwork; you are required as a part of this Agreement to read about WordPress licensing and security upgrades or other open-source software applications as advised by Brandiwork.

9. Website Design – Credit

9.1 The Client agrees to allow Brandiwork to place a link to Brandiwork's website on the customer's website.

9.2 The credit link is a small logo or line of text placed in the footer or towards the bottom of each website page.

9.3 The Client further agrees to allow Brandiwork to place websites and other designs, along with a link to the Client's site on Brandiwork's website for the promotion of Brandiwork's services.

10. Expectations

For effective service delivery, you agree to the following:

Questionnaire or Creative Brief

10.1 To provide detailed job requirements, business details, and branding information in a Creative Brief document provided by Brandiwork, or via interview, whichever applies to the service being provided.

Contact

10.2 Brandiwork is available to you for brief question support via email for the duration of this Agreement.

10.3 Brandiwork will make every effort to respond within 48 hours of receiving your

© Brandiwork 2026 All rights reserved

request.

10.4 Complex questions or issues that arise that cannot be answered quickly or that are beyond the scope of agreed work may require an additional paid appointment.

Calls and Appointments

10.5 Calls and appointments are generally prescheduled at a time mutually agreed upon between the Client and Brandiwork.

10.6 You are required to attend all scheduled calls and appointments on time.

10.7 If rescheduling is required, you must contact Brandiwork as soon as possible.

10.8 You may request (in writing) a project to be rescheduled or a deadline to be extended In a health or family emergency.

10.9 Every effort will be made to accommodate such a request however Brandiwork does not guarantee that your preferred rescheduling time will be available or accepted as reasonable time frames for rescheduling must apply and be agreed upon by Brandiwork.

Requests for Content

10.10 You must complete and fill requests for content as required for the service you have engaged Brandiwork to undertake.

10.11 You must provide information by the agreed date, in agreed formats on agreed platforms when requested by Brandiwork.

Disclosure

10.12 You agree to provide accurate and honest information requested by Brandiwork about your business to ensure content advice and strategies provided are useful and applicable.

Communication

10.13 Any questions or concerns must be brought to the attention of Brandiwork so they may be resolved as quickly as possible.

Excluded services

10.14 Unless otherwise agreed, Brandiwork is not required to supply any excluded services.

10.15 Excluded services include but may not be limited to:

- Photography and photo editing
- Acquiring stock imagery or commercial fonts that require a payment or royalty fee
- Advertising and software fees incurred by a third party

11. Disclaimer

11.1 Graphic design, strategy, photography and marketing are all highly creative and subjective art forms.

11.2 As such Brandiwork takes every possible care with professional advice offered and any suggested creative concepts and their implementation; however, Brandiwork cannot be held responsible for variations between expectations and outcomes.

Earnings Disclaimer

11.3 Brandiwork cannot and does not make any guarantees about your ability to get results or earn any money from designs, templates, tools, ideas, information or strategies provided.

11.4 You acknowledge that there is an inherent risk in any business enterprise or activity, and there is no guarantee that you will earn any money as a result of your engagement of Brandiwork's services.

12. Copyright

12.1 According to the Australian Copyright Act (1968), licensing or transfer of copyright is subject to a mutual agreement between client and designer.

12.2 Once a concept is approved, finished artwork is delivered to a client, and full

© Brandiwork 2026 All rights reserved

payment is received, the agreed ownership rights to the finished artwork transfer to the client.
12.3 Only finished art files suitable for reproduction will be supplied to the Client.
12.4 Raw/working/source files remain the property of Brandiwork unless otherwise negotiated.
12.5 'Finished artwork' is as defined in the proposal/quotation and is dependent on the scope of work.
12.6 Raw/working/source files are defined as the files used to create the finished artwork and/or directly editable files unless otherwise specified.
12.7 Unused concepts remain the property of Brandiwork and include design proposals and concepts submitted but not approved for the work outlined.
12.8 Until final payment, Brandiwork retains ownership of all artwork and website architecture.
12.9 Brandiwork reserve the rights to certain elements used to create your images, including fonts, patterns, stock images, textures, colour palettes and other non-exclusive items.
12.10 Brandiwork reserves the right to use stock images in the creation of designs if required.
12.11 Costs will be outlined to the client before purchase if not included in the proposal quote.
12.12 Other than for the promotional use of Brandiwork, all services provided shall be for the exclusive use of the client's business purposes only.
12.13 Designs may not be used for other promotional items, websites or printed materials without permission. For additional usage, the fee will be assessed and quoted as required.
12.14 Upon transfer of copyright, the Client grants an irrevocable, royalty-free and non-exclusive licence to Brandiwork to use all artwork produced, concepts produced in the course of the project (including those concepts not selected) and revisions to promote Brandiwork in print or digital media portfolios, social media and blogs, except where the client has specifically requested in writing otherwise.
12.15 You guarantee any elements of text, graphics, photos, designs, trademarks, or other artwork provided to Brandiwork for inclusion in the design project are owned by you or that you have received permission from the rightful owner(s) to use each of the elements.

13. Confidentiality

13.1 Brandiwork is committed to the utmost confidentiality.
13.2 All information (written or verbal) the Client shares with Brandiwork, and vice-versa, as part of this relationship is to be kept confidential unless disclosure is required for staff, external parties or sub-contractors to fulfil services as part of this Agreement, or if required by law through court order or subpoena.
13.3 This Agreement may not be transferred or disclosed to any third-party.

Information shared via third-party applications

13.4 Brandiwork will do its best to maintain security and confidentiality of all information shared, however, Brandiwork takes no responsibility for the security of information shared via third-party applications such as email providers or social media platforms which may be accessible to third-parties.
13.5 Brandiwork agrees to keep details of all sessions, strategies and plans, content, ideas, passwords, logins, client information, and associated data that is shared for purposes required to complete the contracted services confidential during and after the period of this Agreement.
13.6 Brandiwork may share the nature of the calls or services with another professional to seek advice or guidance on how to best be of service.

Recorded Calls

13.7 If calls are being recorded, Brandiwork will inform the Client of this fact. The recordings will not be made public, in any way at any time.

14. Works & completion

14.1 Brandiwork agrees to complete work outlined in the Client Proposal/Quote under this Agreement, on dates agreed to, subject to any amendments by the Client, for the fee

© Brandiwork 2026 All rights reserved

agreed to and paid by the Client.
14.2 Deadlines are agreed before the commencement of a project.
14.3 The Client must provide instructions of sufficient detail to define the Client's requirements adequately.
14.4 Where the Client fails to provide instructions to Brandiwork on time and in so doing prevents or otherwise hinders Brandiwork in achieving completion of the works in the allocated time frame, Brandiwork is not liable to the Client for failure to complete works on time.

15. Legal relationship
15.1 Brandiwork and associated staff and contractors are not employees or servants of the Client, but an independent contractor.
15.2 Brandiwork may subcontract any of its obligations to the Client as part of this Agreement.

16. Cancellation & termination
16.1 From time to time, circumstances beyond the control of either party may result in the need for project cancellation.
16.2 In the event of the Client cancelling a project after a project has commenced, the commencement payment will be forfeited as compensation to Brandiwork to cover design and administration time spent, resources purchased and allocated, research time and administration costs.
16.3 If the project is more than 50% completed (Brandiwork and the Client by negotiation determine this) a pro-rata payment is payable for time spent up until cancellation notice, at an hourly rate of $150 per hour including GST.
16.4 In the event of cancellation of the project by the Client, ownership of all copyrights and the original artwork shall be retained by Brandiwork.
16.5 If a project is cancelled by Brandiwork, due to unforeseen circumstances, the deposit will be refunded in full to the Client in a timely manner.

17. Force Majeure
17.1 A Force Majeure event is an event outside our control that delays or hinders our ability to perform our obligations under this Agreement.
17.2 A Force Majeure event includes but is not limited to fire, flood, earthquake or similar natural disasters, riot, war, terrorism, civil strife, labour disputes or disturbances, industry-wide material or services shortages outside our reasonable control, an outbreak of pandemic disease, governmental regulations, communication, technology or utility failures.
17.3 Brandiwork shall not breach any undertaking in this Agreement for the delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure result from Force Majeure events.
17.4 Upon the occurrence of any Force Majeure Event, Brandiwork shall notify the Client of the inability to perform or delay in delivering products and services.
17.5 Brandiwork shall propose revisions of the delivery schedule for Project Specifications and works or termination of undertakings under this Agreement where it is determined that performance is not possible because of the duration or effect of the Force Majeure event.
17.6 Where this Agreement is terminated as a result of a Force Majeure event Parties, agree every effort will be made by both parties to negotiate a financial arrangement to mitigate and share any loss resulting from the Force Majeure event.

18. Limitation of Liability.
18.1 Liability for the services provided by Brandiwork is governed solely by Australian Consumer Law and this Agreement.
18.2 Nothing in these Terms removes your Statutory Rights as a consumer under Australian Consumer Law
18.3 The services and the work produced by Brandiwork are sold "as is."

© Julie Gibbons // Brandiwork

© Brandiwork 2026 All rights reserved

18.4 In all circumstances, the maximum liability of Brandiwork and associates, to the Client for damages for any causes whatsoever, and Client's maximum remedy, regardless of the form of action, whether in contract, tort or otherwise, shall be limited to the fees paid by the Client less any costs incurred by Brandiwork.

19. Warranty and indemnity

19.1 Brandiwork warrants that the contracted services will at all times be carried out:

- diligently;
- with proper care and skill; and
- in accordance with the terms of this Agreement;

19.2 The Client indemnifies Brandiwork against all claims for any kind of legal relief whatsoever arising in any way out of or in connection with:

- the carrying out of, or failure to carry out the contracted services; or
- any breach of this Agreement.

19.3 The indemnity does not apply to any claim caused by Brandiwork's negligence or breach of this Agreement.

20. Dispute resolution

You understand and agree:

20.1 You will contact Brandiwork immediately with any concerns so that they may be resolved quickly and effectively through friendly consultation.

20.2 In the event of a dispute you agree to the following Dispute Resolution Procedure:

i. You must advise Brandiwork in writing of the nature of the dispute, the outcome you seek and what actions you believe will settle the dispute.

ii. You agree to meet in person or via a conferencing platform such as Zoom, in good faith to seek to resolve the dispute by Agreement and compromise.

iii. If an agreement cannot be reached to resolve the dispute, any party may refer the dispute to mediation by a mediator appointed by the Law Society of NSW.

20.3 Both parties must attend the mediation in good faith, to seek to resolve the dispute.

20.4 Litigation via the court process may only be considered after a genuine attempt at mediation bought by either party, is unsuccessful.

20.5 Confidentiality is paramount to both parties personal and professional reputation and standing in their business and community.

20.6 At no time will any communications or discussions be made public. Communication includes but is not limited to any social media or websites of either party.

20.7 Any public discussion or comments about either party will be considered defamatory, negative or otherwise damaging and will be the subject of compensation in any mediation or litigation claim.

21. Governing law

The Terms and Conditions in this Agreement are governed and construed under the laws of New South Wales, Australia.

Each party irrevocably and unconditionally submits to the exclusive jurisdiction of New South Wales, Australia.

By proceeding with payment and instructions, you are deemed to have read and accepted the terms and conditions contained in this Agreement.

Thank you,

Julie Gibbons
Brandiwork
ABN 88824297028