



## **Terms & Conditions**

Kate Tilley Journalism Pty Ltd – supplier of:

- News services for trade publications and freelance articles on commission to publishers.
- Corporate newsletters, annual reports, brochures and other documents.
- Comprehensive editorial and public relations services.

### **Approval Process**

KT Journalism clients sign off on text and final artwork for all projects.

### **Payment Terms**

KT Journalism's current rate is \$126 an hour + GST for editorial and project management services.

Phone, fax and email charges, couriers, artwork, postage, mileage, transport, accommodation, government taxes and charges, etc, are not included in the hourly rate. Nor are production costs, like graphic design, photography and printing.

Conference attendance costs are split between clients for whom we cover an event.

Clients are invoiced at the end of each month, with payment due 14 days from receipt of invoice, unless other arrangements are negotiated.

Please sign below to acknowledge acceptance of our terms & conditions, as set out overleaf and published on our website, and fax to (07) 3831 7541 or email to [ktj@ktjournalism.com](mailto:ktj@ktjournalism.com).

Company name ..... ABN: .....

Address .....

Phone ..... Fax ..... Email .....

Signed by (print name) ..... Signature .....

Date .....

Person to whom invoices should be addressed

Invoice delivery  Mail  Email .....

**KATE TILLEY JOURNALISM PTY LIMITED**

ABN 24 065 625 274

Street Address: Level 3, 131 Leichhardt Street, Spring Hill, Qld 4000

Mailing Address: PO Box 165, Spring Hill, Queensland, Australia 4004 Telephone: (07) 3831 7500 Facsimile: (07) 3831 7541

## **KT Journalism: Terms and Conditions of Trade**

- 1 KT Journalism (**KTJ**) may:
  - 1.1 Change its rates from time to time by giving 14 days' notice to the client.
  - 1.2 Charge interest from the due date payable on any monies due and payable to us which are outside our normal trading terms at an interest rate equivalent to 1% above our banker's overdraft interest rate.
  - 1.3 Serve any notice, document or process to the address of the client overleaf (by prepaid regular post) or by fax or email to the fax number or email address overleaf.
  - 1.4 Retain any work for which it is engaged by the client until payment is received for it or for any other work done for that client.
  - 1.5 Publicise that it has done work for the client and any testimonial from the client in the promotion of its business.
- 2 All rates are GST exclusive and the client will pay to KTJ the amount due as set out in its invoice calculated at KTJ's then current rate together with outgoings and any GST payable on any taxable supply made under or arising out of this agreement. (GST and taxable supply mean what they do under *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*)
- 3 The client undertakes to not, without KTJ's prior written consent, either during or within six months after completion of the later of the work or the KTJ client relationship, engage, employ or otherwise solicit for employment or engagement, any person who was an employee of KTJ during the period of the KTJ client relationship.
- 4 KTJ may employ or engage such employees or contractors as KTJ considers appropriate to assist KTJ in conducting the works and in performing this agreement. In engaging outside contractors (eg, graphic designers, producers, photographers, printers) necessary to conduct the work for the client, KTJ is authorised by the client to act as agent of and for and on behalf of the client.
- 5 The client (to minimise fee and timing increases) must, as soon as practicable:
  - 5.1 Give KTJ all information, documents and other particulars relating to the client's requirements for the work.
  - 5.2 Notify KTJ if the client becomes aware of any matter which may change the scope or timing of the works to be conducted by KTJ.
- 6 Unless KTJ expressly states in writing that the costs or timing for any works are fixed, they are estimates only and, while given in good faith, KTJ is not liable if those estimates are exceeded or are incorrect. If the works included giving the client an estimate of costs for the works or timing for the works, the client acknowledges these estimates are given in good faith by KTJ, but KTJ is not bound by them.
- 7 The client indemnifies KTJ and its directors, officers and employees for any claim caused by or arising out of any act or thing done by KTJ in good faith in the performance of its obligations under this agreement.
- 8 KTJ's liability for any work it does in connection with this agreement shall be limited to any amount which is recovered under any policy of insurance effected by KTJ.