

A&M STUDIO.

Services Agreement

Services Agreement and Terms & Conditions

GENERAL TERMS

1 Scope of Works

1.1 This Scope of Works outlines the creative services to be provided by A&M Studio to the Client in relation to the agreed project, campaign, brand, document, website, content, photography, graphic design, social media creative, marketing, or other creative deliverable.

1.2 This Scope of Works should be read together with any approved proposal, quotation, invoice, project brief, service agreement, written approval, and A&M Studio's Creative Services Terms & Conditions.

1.3 Where there is any inconsistency between this general Scope of Works and a specific approved project brief, quotation, proposal, or invoice, the specific approved project scope will apply to the extent of that inconsistency.

2 Project Overview

2.1 A&M Studio will provide professional creative services to assist the Client with the creation, development, refinement, and delivery of visual, digital, printed, photographic, marketing, brand, or communication materials.

2.2 The purpose of the engagement is to produce high-quality creative work that aligns with the Client's brand, objectives, intended audience, approved brief, and agreed creative direction.

2.3 Services may include, but are not limited to:

- Graphic design
- Brand collateral
- Document design
- Presentation design
- Social media creative
- Website design support or website alterations
- Digital marketing assets
- Print-ready artwork
- Photography services
- Creative direction
- Marketing collateral
- Content layout and formatting
- General creative support

2.4 The exact services and deliverables will be those agreed in the approved project brief, quotation, invoice, proposal, or written confirmation.

3 Scope of Services

The services to be provided may include the following, depending on the agreed project requirements.

3.1 Creative Direction & Design Development

A&M Studio may provide creative direction and design development, including:

- Review of the Client's brief, objectives, audience, and intended use of the work.
- Review of any existing brand guidelines, logos, colours, fonts, imagery, content, previous designs, websites, social media accounts, or reference materials supplied by the Client.
- Development of the overall creative or visual direction for the project.
- Creation of design concepts, layouts, templates, creative treatments, or visual ideas.
- Recommendations around layout, hierarchy, image use, typography, spacing, brand consistency, and visual presentation.
- Refinement of the creative direction based on Client feedback within the agreed revision allowance.

3.2 Graphic Design & Layout Services

A&M Studio may create graphic design assets including:

- Capability statements
- Company profiles
- Corporate brochures
- Product brochures
- Flyers
- Posters
- Presentation decks
- Pitch decks
- Tender documents
- Information memorandums
- Marketing collateral
- Digital banners
- Email campaign graphics
- Social media tiles
- Website graphics
- Event graphics
- Signage artwork
- Promotional material
- Document templates
- General business and brand collateral

The specific graphic design deliverables will be as agreed in writing between A&M Studio and the Client.

3.3 Brand Application

Where the Client has an existing brand identity, A&M Studio will apply the Client's brand elements across the agreed deliverables.

This may include use of:

- Client logo
- Brand colours
- Brand fonts
- Brand imagery
- Existing brand guidelines
- Approved tone, messaging, and visual style
- Existing design systems or templates

Where no formal brand guidelines are supplied, A&M Studio will apply a consistent design approach based on the Client's existing materials, visual preferences, supplied references, and agreed creative direction.

Unless specifically agreed, this Scope of Works does not include a full brand identity package, logo design, brand strategy, naming, brand positioning, or formal brand guideline document.

3.4 Document Design & Formatting

For documents, proposals, capability statements, company profiles, reports, brochures, and presentations, A&M Studio may provide:

- Page layout and design
- Visual hierarchy and formatting
- Cover page design
- Section divider design
- Table and content styling
- Image placement and cropping
- Icon and graphic integration
- Typography refinement
- General formatting and presentation improvements
- Export of final files in agreed formats

The Client is responsible for supplying final written content unless copywriting or content development has been specifically included in the approved scope.

3.5 Social Media Creative Services

Where social media creative services are included in the approved scope,

Services Agreement and Terms & Conditions

A&M Studio may provide creative assets for use across social media platforms.

This may include social media graphics, story graphics, campaign assets, promotional tiles, branded templates, content calendar creative assets, or other agreed social media deliverables.

Unless specifically included in the approved scope, social media creative services do not include account management, caption writing, community management, paid advertising, posting, scheduling, engagement, reporting, or strategy.

No social media content will be considered approved for publication until the Client has reviewed and approved the relevant content, caption, artwork, or creative material.

The Client is responsible for ensuring that any content, claims, imagery, products, pricing, statements, offers, or information used in social media materials are accurate, lawful, approved, and suitable for publication.

3.6 Website Creative & Digital Alterations

Where website creative services or website alterations are included in the approved scope, A&M Studio may assist with website-related creative work in accordance with the agreed project brief.

This may include website graphics, website banners, image preparation, content layout support, minor visual updates, upload-ready digital assets, website content formatting, design direction, or other agreed website-related creative services.

Unless specifically agreed, website services do not include website development, coding, custom functionality, hosting, domain management, technical maintenance, plugin management, SEO, website security, database management, integrations, or ongoing website support.

Where A&M Studio is required to work with a third-party web developer, platform, plugin, website provider, or hosting service, A&M Studio is not responsible for any technical limitations, delays, platform issues, bugs, security issues, development errors, hosting problems, or third-party failures.

3.7 Photography Services

Where photography services are included in the approved scope, A&M Studio may provide photography services in accordance with the agreed project brief, quotation, proposal, or written approval.

Photography services may include planning, attendance at the agreed shoot location, image capture, basic image selection, basic editing, and delivery of final edited images in the agreed format.

Unless specifically agreed in writing, photography services do not include advanced retouching, video production, styling, talent booking, location permits, studio hire, travel costs, third-party fees, or usage rights beyond those stated in the approved scope.

The Client is responsible for ensuring that all required access, permissions, approvals, site readiness, safety requirements, and third-party consents are arranged prior to the shoot.

3.8 Digital Design Assets

Digital design work may include:

- Social media graphics
- Website banners
- Email graphics
- Digital advertisements
- Online campaign assets
- Digital brochures
- Screen-ready PDF files

- Presentation files
- Graphics for online publication

Unless otherwise agreed, digital assets will be supplied in standard screen-ready formats suitable for general digital use.

3.9 Print-Ready Artwork

Where print-ready artwork is required, A&M Studio may prepare final files for print production. This may include:

- Print-ready PDF export
- Bleed and margin setup
- Crop marks where required
- CMYK colour setup where applicable
- Basic pre-press file preparation
- Artwork export to printer specifications, where specifications have been supplied

The Client is responsible for providing any required print specifications before final artwork is prepared.

A&M Studio is not responsible for print production errors, colour variation, stock selection, trimming inconsistencies, printer output, supplier errors, or production issues once final artwork has been approved by the Client and provided to the printer or supplier.

4 Project Deliverables

The final deliverables will be those specifically agreed in the approved proposal, quotation, invoice, email approval, project brief, or written instruction.

Deliverables may include one or more of the following:

- Final PDF files
- Print-ready PDF files
- Screen-ready PDF files
- JPG files
- PNG files
- Presentation files
- Social media graphics
- Digital assets
- Website graphics
- Edited photography files
- Document templates
- Packaged artwork files, where agreed
- Editable design files, only where specifically agreed

Unless expressly stated, editable source files, working files, layered files, raw photography files, unused concepts, and internal working documents are not included as part of the standard deliverables.

5 Client Responsibilities

The Client is responsible for providing all required materials, information, approvals, access, and feedback necessary for A&M Studio to complete the work. This may include:

- Final written content
- Logos
- Brand guidelines
- Images and photography
- Product information
- Technical information
- Contact details
- Legal disclaimers
- Website access, where required
- Social media access, where required
- Shoot access and site permissions, where required
- Printer specifications
- Reference materials
- Required dimensions and formats

Services Agreement and Terms & Conditions

- Feedback and approvals within reasonable timeframes

The Client warrants that any content, imagery, logos, documents, trademarks, fonts, materials, references, website access, social media access, photography subjects, or information supplied to A&M Studio are either owned by the Client or appropriately licensed, approved, and authorised for use.

A&M Studio is not responsible for copyright, trademark, licensing, factual, legal, technical, regulatory, privacy, or compliance issues arising from materials supplied, requested, published, or approved by the Client.

6 Content, Copywriting & Proofreading

Unless specifically included in the approved scope, the Client is responsible for supplying final, approved written content.

A&M Studio may make minor wording, formatting, or layout-related adjustments where required for design presentation. However, full copywriting, copy editing, proofreading, technical writing, legal review, compliance review, or content development is not included unless expressly agreed.

The Client is responsible for reviewing and approving all spelling, grammar, names, titles, pricing, dates, product information, technical data, legal wording, claims, disclaimers, contact details, and factual accuracy prior to final approval.

Once final artwork, content, photography, website updates, or creative deliverables are approved, any further changes may be treated as additional work.

7 Revisions & Amendments

The project includes only the revisions, amendment rounds, or review stages set out in the approved project brief, quotation, proposal, or written scope.

If no revision allowance is stated, the project includes one round of minor amendments only.

Revisions are intended to refine the approved creative direction and may include minor changes to layout, text placement, imagery, spacing, formatting, colours, and general presentation.

Revisions do not include:

- A complete change of creative direction
- A new concept or replacement design direction
- Replacement of the original brief
- Additional pages or deliverables
- Major content rewrites
- New services not originally included
- Changes caused by incomplete or incorrect Client-supplied information
- Changes requested after final approval
- Additional rounds of amendments beyond the agreed allowance

Where the Client continues to request amendments beyond the agreed revision allowance, A&M Studio may treat those amendments as a variation to scope and may charge additional fees.

Additional revisions are charged at \$220.00 per hour, billed in 30-minute increments.

Repeated amendments, delayed approvals, late content changes, or changes to the approved direction may extend the project timeline. A&M Studio is not responsible for delays caused by ongoing Client amendments, delayed feedback, or failure to provide final approval.

8 Out-of-Scope Work

This Scope of Works is intended to apply across a range of creative service projects. Any service, deliverable, amendment, format, feature, responsibility, or additional requirement that is not expressly included in the approved project brief, quotation, proposal, invoice, or written approval is excluded from the agreed scope unless separately agreed.

Out-of-scope work may include, but is not limited to:

- Additional deliverables not included in the approved scope
- Additional rounds of revisions or amendments
- Major changes to the approved creative direction
- New concepts, layouts, pages, assets, or formats
- Work requested after final approval
- Work required due to incomplete, incorrect, or late Client-supplied information
- Urgent turnaround work not agreed in advance
- Third-party costs, supplier costs, licensing fees, or production costs
- Any service or responsibility not expressly included in the approved scope

Any out-of-scope work may be quoted separately or charged at A&M Studio's applicable hourly, daily, project, or variation rate.

A&M Studio is not required to commence out-of-scope work unless the additional scope and applicable fees have been approved.

9 Timelines

Project timelines will depend on the agreed deliverables, Client feedback, availability of required materials, approvals, access, and the complexity of the work.

A&M Studio will make reasonable efforts to meet agreed deadlines. However, timelines may be affected if:

- The Client does not provide required materials on time
- The Client delays feedback or approval
- The Client requests additional amendments
- The scope changes
- Additional deliverables are requested
- Significant revisions are required
- Third-party suppliers delay production or information
- Required access, permissions, or approvals are not provided
- The Client does not approve the work within the expected timeframe

Any agreed deadline is based on the approved scope and information available at the time of approval.

Where the Client causes a delay, requests further amendments, changes the brief, or fails to provide feedback or approval, A&M Studio may reasonably adjust the project timeline.

9.1 Work requested with a turnaround of less than 3 business days may be subject to an urgency surcharge of up to 50% of standard rates.

10 Approvals

The Client will be required to review and approve work at relevant project stages.

Approval may be provided by email, written message, verbal instruction, payment of invoice, approval of quotation, approval of a draft, or other confirmation to proceed.

Once the Client approves a concept, draft, direction, design, photograph selection, website change, final artwork, or deliverable, A&M Studio may proceed on the basis that the approved item is accepted.

Services Agreement and Terms & Conditions

Any changes requested after approval may be treated as additional work and may incur additional fees.

The Client acknowledges that approval delays, repeated amendments, or failure to provide timely feedback may delay the delivery of the project.

10.1 Once a concept, direction, draft or design stage has been approved by the Client, any subsequent request to revisit or alter previously approved work constitutes a variation and may incur additional fees.

11 Final Approval

Before final files, content, artwork, photography, website changes, or creative deliverables are supplied or published, the Client must carefully review the work.

Final approval confirms that the Client has checked and accepted:

- Design layout
- Text and spelling
- Grammar
- Names and contact details
- Dates
- Pricing
- Product information
- Technical information
- Legal disclaimers
- Claims and statements
- Image selection
- Colours
- Page order
- File format
- Print, digital, website, or social media requirements
- General suitability for the intended use

A&M Studio is not responsible for errors, omissions, amendments, reprint costs, republication costs, missed deadlines, or further changes required after final approval where those matters were visible, supplied by the Client, approved by the Client, or reasonably capable of being reviewed by the Client prior to approval.

Where the Client delays final approval or continues to request amendments beyond the agreed revision allowance, the project timeline will be extended accordingly and additional fees may apply.

12 Performance Disclaimer

A&M Studio makes no warranties or guarantees as to the results the Client may obtain from the Services or Deliverables, including as to the success of any marketing or promotional activity undertaken pursuant to this agreement, or otherwise the performance of the Client's business.

Without limitation, A&M Studio does not guarantee increases in sales, revenue, enquiries, leads, website traffic, social media growth, conversion rates, brand awareness, search rankings, customer acquisition, engagement levels or any other business performance metric.

The Client acknowledges that business outcomes are influenced by numerous factors outside A&M Studio's control, including market conditions, competition, pricing, products, services, advertising budgets, consumer behaviour, third-party platforms and implementation by the Client.

13 Fees & Payment

Fees will be as set out in the agreed quotation, proposal, invoice, project brief, or written approval.

Unless otherwise agreed, work will commence once the Client provides approval to proceed and any required deposit, upfront payment, or initial invoice has been paid.

Invoices are payable in accordance with the payment terms stated on the invoice, quotation, proposal, or agreement.

Additional work outside the agreed scope may be billed separately.

A&M Studio reserves the right to suspend services withhold deliverables, publishing works, editable files, continuing services, delaying project completion, or commencing further work where invoices remain unpaid.

14 Project Suspension & Reactivation

Where a Client fails to provide feedback, approvals, content, access, materials or instructions required to progress the project for a period exceeding thirty (30) days, A&M Studio may suspend the project.

Suspended projects may be subject to rescheduling based on studio availability. Where a project remains inactive for more than sixty (60) days, A&M Studio reserves the right to invoice all work completed to date, archive project files and apply a project reactivation fee or revised pricing upon recommencement.

15 Intellectual Property, Copyright & Licence

15.1 Unless otherwise expressly agreed in writing, all intellectual property rights, including copyright, in any concepts, designs, artwork, photography, creative works, marketing materials, websites, graphics, documents, social media content, branding, layouts, and other materials created by A&M Studio remain the sole property of A&M Studio.

15.2 Full payment of all fees does not transfer ownership of copyright or any intellectual property rights unless A&M Studio expressly agrees to assign those rights in writing. No assignment of copyright will be implied by payment or delivery of the Services.

15.3 Upon receipt of full payment, A&M Studio grants the Client a non-exclusive, non-transferable licence to use the final approved Deliverables solely for the purpose for which they were created and in accordance with any agreed scope or usage rights.

15.4 Any licence granted under this Agreement does not permit the Client to sell, licence, reproduce, modify, adapt, create derivative works from, or distribute the Deliverables beyond their intended purpose without A&M Studio's prior written consent.

15.5 Where the Client requires ownership of copyright, an exclusive licence, extended usage rights, or an assignment of intellectual property, this must be agreed in writing before or during the project and may incur an additional fee.

15.6 Unless otherwise agreed in writing, A&M Studio retains ownership of all preliminary concepts, working files, source files, editable files, templates, design systems, production files, drafts, unused concepts, raw photography, unedited images, project files, and internal creative processes. These items do not form part of the standard Deliverables.

15.7 All photographs captured by A&M Studio remain the copyright of A&M Studio unless expressly assigned in writing. The Client receives only the agreed licence to use the final edited photographs. Raw image files are not included unless specifically agreed.

15.8 Where A&M Studio prepares social media content, advertisements, marketing materials, websites, or other public-facing content, the Client acknowledges that all content must be reviewed and approved prior to publication. Once the Client provides approval, the Client accepts responsibility for the accuracy, legality, compliance, factual content, pricing, claims, representations, permissions, and suitability of the approved material. A&M Studio is entitled to rely on that approval and accepts no liability for any claim, loss, or damage arising from content approved by the Client.

Services Agreement and Terms & Conditions

15.9 Nothing in this Agreement prevents A&M Studio from displaying completed work in its portfolio, website, social media, marketing materials, award submissions, or promotional activities, unless the parties have agreed in writing that the work is confidential.

16 Portfolio & Promotional Use

Unless otherwise agreed in writing, A&M Studio reserves the right to display, publish and promote completed project work, including approved designs, photography, websites, branding, marketing materials and related deliverables, for the purposes of portfolio display, website content, social media, case studies, award submissions, industry publications, presentations and promotional activities.

Where a project is confidential or subject to non-disclosure obligations, the Client must notify A&M Studio in writing prior to commencement of the project.

17 Third-Party Materials

The project may involve third-party materials such as fonts, stock images, icons, templates, mockups, software, plugins, platforms, printers, developers, suppliers, or licensed assets.

Where third-party assets are required, any licence fees, purchase costs, subscription costs, supplier costs, or usage restrictions will be the Client's responsibility unless otherwise agreed.

The Client acknowledges that third-party assets may be subject to separate licence terms and restrictions.

A&M Studio is not responsible for third-party platform issues, licence restrictions, service outages, supplier delays, print errors, website platform limitations, plugin issues, hosting failures, software issues, or third-party technical problems.

18 Confidentiality

A&M Studio will treat confidential Client information with reasonable care and will not knowingly disclose confidential materials to third parties unless required for the purpose of completing the work or with the Client's consent.

The Client must notify A&M Studio in writing if any materials are confidential, commercially sensitive, subject to legal privilege, restricted, or not to be used for portfolio or promotional purposes.

19 Variations to Scope

Any request that changes the agreed scope, deliverables, timeline, creative direction, quantity of assets, format requirements, project complexity, or responsibilities may be treated as a variation.

Variations may include:

- Additional pages
- Additional design assets
- New concepts
- New layouts
- New social media assets
- New website changes
- New photography edits
- Additional shoot requirements
- Major revisions
- New file formats
- Updated content after approval
- Urgent turnaround requirements
- Rework caused by incomplete or incorrect information
- Additional rounds of amendments
- Any service not expressly included in the approved scope

A&M Studio may provide a separate quote or proceed at the applicable hourly, daily, project, or variation rate for approved variations.

A&M Studio is not required to carry out variation work until the Client has approved the additional scope and applicable fees.

20 Completion of Works

The project will be considered complete once A&M Studio has supplied the agreed final deliverables, completed the agreed service, or received Client approval of the final artwork, files, content, photography, website changes, or creative deliverables.

Where the Client does not provide feedback, approval, content, access, or required information within a reasonable timeframe, A&M Studio may treat the project as paused, delayed, completed, or requiring rescheduling, depending on the circumstances.

Any further work requested after completion will be treated as a new project, additional scope, variation, or post-completion amendment.

21 Term & Termination

21.1 This Agreement commences on the date the Client approves a quotation, proposal, Scope of Works, pays a deposit, instructs A&M Studio to commence work, or otherwise accepts the Services, and continues until the completion of the Services or termination in accordance with this Agreement.

21.2 Termination by the Client

The Client may terminate the Services at thirty (30) days notice by providing written notice to A&M Studio.

Where the Client terminates a project after work has commenced, the Client must pay:

- All Fees for Services completed up to the date of termination;
- Any work in progress;
- Any approved third-party costs, supplier costs, licensing fees or expenses incurred on the Client's behalf;
- Any non-refundable deposits, bookings or commitments made in connection with the project.

Any deposit paid is non-refundable unless otherwise agreed in writing.

21.3 Termination by A&M Studio

A&M Studio may terminate this Agreement immediately by written notice if:

- The Client fails to pay any invoice within fourteen (14) days of the due date;
- The Client commits a material breach of this Agreement and fails to remedy that breach within seven (7) days of receiving written notice;
- The Client repeatedly delays the project, fails to provide required materials or approvals, or otherwise prevents the Services from being completed;
- The Client becomes insolvent, enters administration, liquidation, bankruptcy or a similar external administration process;
- A&M Studio reasonably determines that the working relationship has become unworkable.

21.4 Effect of Termination

Upon termination:

- All outstanding Fees and expenses become immediately due and payable;
- A&M Studio may cease all work and withhold delivery of any incomplete or unpaid deliverables;
- Any licences, usage rights or intellectual property transfers that are conditional upon full payment will not take effect until all outstanding amounts have been paid in full;

Services Agreement and Terms & Conditions

- The Client will receive completed deliverables for which payment has been received, unless otherwise agreed in writing.

Termination of the Agreement does not affect any accrued rights, obligations or remedies of either party.

22 Exclusions & Limitations

A&M Studio provides creative services only.

Unless expressly agreed, A&M Studio does not provide legal, financial, technical, engineering,

compliance, regulatory, tax, accounting, or professional advisory services. The Client remains responsible for ensuring that all final materials are suitable for their intended use and comply with any relevant legal, industry, technical, regulatory, brand, platform, advertising, or publication requirements.

23 Limitation of Liability

To the maximum extent permitted by law, A&M Studio's liability in connection with the services, deliverables, project, or any related work is limited to the amount paid by the Client to A&M Studio for the specific services giving rise to the claim.

A&M Studio will not be liable for indirect, consequential, special, incidental, or economic loss, including loss of revenue, loss of profit, loss of business opportunity, loss of data, reputational damage, missed deadlines, third-party claims, printing costs, republication costs, advertising costs, or costs arising from Client-approved errors.

A&M Studio is not liable for any loss, damage, claim, cost, or delay arising from:

- Client-supplied content, information, materials, or instructions
- Errors approved by the Client
- Client delay or failure to provide feedback
- Incorrect, incomplete, or late information supplied by the Client
- Third-party supplier issues
- Printer errors
- Website platform issues
- Hosting, plugin, software, or technical issues
- Unauthorised use of third-party intellectual property supplied by the Client
- Use of the deliverables outside the agreed purpose
- Changes made by the Client or any third party after delivery

Nothing in this Scope of Works excludes any liability that cannot be excluded under applicable law.

24 Indemnity

The Client indemnifies A&M Studio against any loss, claim, damage, liability, cost, expense, or third-party claim arising from:

- Materials, content, images, logos, fonts, trademarks, documents, or information supplied by the Client
- The Client's breach of copyright, trademark, privacy, confidentiality, licensing, or legal obligations
- The Client's use of the deliverables outside the approved scope or intended purpose
- Client-approved errors, omissions, claims, representations, or statements
- Publication of content approved by the Client
- Instructions provided by the Client
- Changes made to the work by the Client or a third party
- Any breach of this Scope of Works by the Client

This indemnity continues after completion or termination of the project.

25 Terms & Conditions

The Scope of Works is governed by this document - A&M Studio Client Services Agreement and Terms & Conditions.

By approving this Scope of Works, instructing A&M Studio to proceed, paying a deposit, paying an invoice, approving a project brief, supplying materials, or otherwise confirming the project, the Client acknowledges that they have read, understood, and accepted the applicable Terms & Conditions.

The Terms & Conditions form part of the agreement between A&M Studio and the Client and apply to the services, deliverables, fees, payment, approvals, revisions, intellectual property, liability, suspension, termination, and any other matter relating to the project.

Where there is any inconsistency between this Scope of Works and the Terms & Conditions, the project-specific details in this Scope of Works will apply to the extent of that inconsistency.

26 Acceptance

By instructing A&M Studio to proceed, approving a quotation, paying an invoice, providing a deposit, approving a project brief, approving a draft, supplying materials, or otherwise confirming the project by written or verbal communication, the Client accepts this Scope of Works and authorises A&M Studio to commence the agreed services.

The Client acknowledges that the services, deliverables, revision allowance, timelines, and fees are limited to the approved scope of works, project brief, quotation, proposal, invoice, or written approval.

Any additional work, amendments, or services outside the approved scope may be quoted separately or charged as a variation.