

Consulting Service Terms

About our agreement

1. Background details

Through our various Services, we drive results for your business with tailored digital marketing strategies that work. This document sets out how we deliver our Services to you.

- **Viewpoint Digital Media, we, or us** means Viewpoint Digital Media Pty Ltd ACN 622 590 229 the Trustee for DGHO family trust ABN 13 917 387 130
- **Client, you, or your** means the clever business buying Services from us, as named in an Engagement Letter.

Our agreement with you

Our agreement with you is set out in:

- our written **Engagement Letter**,
- these **Consulting Service Terms**, and
- our **Privacy Policy**.

Together, these make up our agreement with you about how we will work together (**Agreement**).

If there is conflict between the various parts of this Agreement, the document listed higher in the above list takes priority to the extent of any inconsistency.

What's included with our Services?

We use reasonable care and skill to provide you the Services outlined in the agreed Engagement Letter.

2. How long does our Agreement last?

Service Period minimum commitments

So we can deliver optimum Services to you and so we can plan and structure our business, we have minimum commitments on some of our Service Packages.

- We commit our time to your business and ask for your commitment in return.
- The **Engagement Period** in the Engagement Letter outlines the minimum time commitment we've agree.
- We spread some upfront costs of supporting you and delivering our Services across the Engagement Period.
 - This means that if you end an Engagement early during an Engagement Period, you generally aren't entitled to a refund, unless we haven't held up our end of the Engagement Letter.
 - Early cancellation charges may apply if you end our Agreement early during an Engagement Period

See [Ending an Engagement early](#) section for details or ask us.

Renewing for a further Engagement Period

- As an Engagement Period nears the end, we're in regular discussion with you about whether you want to continue for a further Engagement Period.
- Unless either of us end the Agreement on at least **30 days notice**, this Agreement auto-renews for a further Engagement Period, as described in the Engagement Letter.

3. Your obligations

As well as your obligations set out in the Engagement Letter, you'll need to:

- Give us reasonable and secure access to your relevant content and information,
- Promptly respond to questions and requests for relevant instructions and information,
- Pay for Services on time, as set out in our agreed Engagement Letter with you, and
- Comply with my other reasonable requests so we can supply the Services to you.

Approvals

Each time you approve work we deliver, you:

- Agree we completed the work in accordance with the Engagement Letter,
- Confirm to us that the work is not false or misleading or in breach of any laws, and
- Promise us the work does not infringe on third-party intellectual property rights.

Services

4. Other terms may apply

- When you buy products or services from us, other specific terms may apply as well as these Terms.

For example, product or package specific terms such as the number and type of videos we'll edit, how long strategy Meetings will go for, how many website pages we'll produce for you, etc.

- Generally, other specific terms will be set out in a written Engagement Letter we agree with you or detailed on our Website if you buy our Services online.

5. Photography and Videography

Location and consents

- It is your responsibility to secure permission from the site owners or operators of locations that we do not arrange.
 - You must ensure you have consent to access and use the location for the Allocated Time.
- As long as we do not share embargoed content, you agree that we can use photos and film from your shoot to promote and market our business and services generally.

Allocated Time

- The time we'll spend delivering Photography and Videography Services are set out in the Engagement Letter and this is called your **Allocated Time**.
- The Allocated Time:
 - Includes time for set up and pack up of equipment, travel between multiple locations, and reasonable meal breaks for shoots over 4 hours.
 - Must be used in a consecutive block on the agreed date.
- We reserve the right to cease filming or photographing in any situation that could put the safety of the photographer and videographer, visual director, assisting team or equipment at risk.

Original and unedited footage

- Original and unedited footage and photographs remain our property.
- You may purchase copies of all original footage and photographs at an additional cost.
 - After you pay, we will transfer a broad licence to use the images to you, subject to us retaining the right to use any part of the original footage and photographs for our marketing purposes.
 - You must provide an external hard drive at your own cost to facilitate the transfer of the original footage from us to you (or ask us and we'll arrange one for you and add the costs to your invoice)
- Unless we agree to store your content in our Engagement Letter, we have no ongoing obligation to keep any content for you after we've delivered our Services.

6. Website Services

Maintenance not included unless specified

- Ongoing website maintenance is not included unless specified and agreed in the Engagement Letter.

Web hosting

- You will need to give us enough information so we can access your web-hosting service.
 - We'll treat this as your Confidential Information under these Terms.
- We are not responsible for any loss, damages, or additional costs that arise as a result of the environment provided by your web host or their actions or omissions.

Third-party products

- We may use third-party products (such as base templates or theme plug-ins) when designing your website.
 - These offer upfront reductions in design and coding costs, as well as potential benefits of ongoing broad updates (*as opposed to extra costs of a bespoke design requiring bespoke regular updates*)\
 - However we cannot offer any guarantees in relation to third-party products and we're not responsible for technical issues that arise with third-party products out of our control.

Design elements

- In our website development process, we may confirm specific design elements (*like colour schemes, fonts, and layouts*) with you to ensure your website's visual and functional consistency, referred to as "design element lockdown."
 - This practice helps maintain a cohesive user experience and brand identity but may limit flexibility in making changes to these elements later on.
 - Modifications to locked-down components can be challenging and might affect the website's overall design and performance.
- We will work closely with you to decide which elements to lock down, striving for a balance between a consistent design and the ability to adapt and evolve in the future.

Website security

- As the website owner, you hold the primary responsibility of ensuring compliance and security of your website.
 - As your web developer, if we agree in the Engagement Letter, we'll implement coding and software that aims to minimise security issues.
 - Third-party providers must adhere to security standards and site users also play a role in maintaining account security.
- Due to the nature of the internet, we cannot guarantee your website is protected against third-party interference.
- Unless agreed in our Engagement Letter with you, we are not responsible for helping you with issues caused to your website by a third-party attack.

Reach out to us and we'll help where we can or suggest solutions and offer estimates for services needed.

Fees and payment

7. Paying for Services

Due dates

You must pay Fees by the due date on the Invoice, which is generally **14 days** from when we send it to you.

Ongoing Engagements

- For ongoing Engagements, we send you an invoice for our Services **upfront** each month.

For example, if you start with us in January, you pay your upfront monthly instalment for the work we'll do to help set you up for success in February.

- If you need extra Services or Out of Scope work on top of the inclusions in the Services section, we'll let you know the price and then add those Services to your next invoice.

Standalone projects

- For standalone projects, such as a website build or renovation, we may allow you to pay by instalments.
- The milestones for these instalments and due dates for payment are set out in the agreed Engagement Letter.:
- If you need extra Services or Out of Scope work on top of the inclusions in the Services section, we'll let you know the price and send you an invoice you'll need to pay before we start that work.
- We may also pass on some other expenses to you, which we will invoice you for. We'll let you know what the expenses will be before we incur them.

For example, reasonable travel expenses if you ask us to attend a strategy Meeting at your workplace.

- The payment method you choose might have extra conditions from the relevant payment processor (or by your bank, e.g. currency conversions).
- We won't start working on your Engagement until you pay (and may stop working if you haven't paid).

8. Late payment

If you do not pay Fees on time, we will first give you a reminder notice.

- If you do not pay the Fees within **14 days** of receiving the reminder, we may:
 - Stop working on the relevant Service, and
 - Remove any discounts we might have applied to your Fees, and
 - Charge you for our reasonable administrative costs to chase up payments,
 - Charge you interest from the due date on the overdue amount at the rate of 2% per annum above the official cash rate at the time (which interest will accrue daily from the due date until the date of actual payment and be compounded at the end of each calendar month).

9. Fee changes

- General fee changes
 - From time to time, we may change the price of our Services or packages, or vary inclusions.
 - Any changes to standard pricing or inclusions will not affect an active Engagement Period and will apply from the commencement of the next Engagement Period, unless otherwise agreed in writing.
 - We will provide reasonable notice of any such changes prior to renewal.
- Annual Fee Review and CPI Adjustment
 - Notwithstanding the above, we may conduct an annual fee review. Fees may be increased in line with the Australian Consumer Price Index (CPI) or other relevant increases in operating costs.
 - Where a CPI or cost-based adjustment is applied, we will provide reasonable notice prior to implementation.
 - Unless otherwise agreed in writing, such adjustments may take effect from the next billing cycle following notification.

Working together

10. How we'll work together

It's a team effort

We like to keep things moving along, so that means you need to keep reviews and feedback timeframes in mind.

- You'll need to make time to attend Strategy Meetings and contribute foundational concepts and other content.
 - We can't get started on your Engagement and Inclusions without your instructions.
 - This may also include giving us access to your relevant strategy and other business information (such as branding guide, tone of voice, strategic planning, etc)

Respond on time

- We run a tight ship (that's probably why you want to work with us!).
- This means you need to give us all feedback and information we request promptly.
 - If we send you something to review and you don't give us feedback within the timeframe we agree with you in the Engagement Letter, then we can consider that you have **accepted** that deliverable.
- If you come back after this time with late changes, then:
 - your other Engagement work or key dates may be delayed, and
 - you might miss out on some inclusions for that month to cover the extra re-work, and
 - you may incur extra costs for extra changes.

We rely on the material you give us

- When you give us material to use when we're delivering our Services to you, we rely on that material as factual, accurate, and truthful.
- If you give us incorrect, misleading, or defamatory information, we're not required to fact-check your data and we're not responsible for the outcomes, such as less impactful, incorrect, misleading, or illegal content.

Working with your customers

- If you need us to work with or interview other people or your customers as part of the Services, then you are responsible for getting any required consent and releases.
- We also expect you have all required consents if you give us material from your customers (such as a testimonial or video to turn into a social media post).

11. Teamwork makes the dream work

We have a great team behind us

- We delegate some of our Services to our team and contractors, some of whom are overseas.
- If illness or other circumstances beyond our control stops one of us from being able to attend a Meeting or deliver parts of your Engagement, we will make a good faith attempt to either:

- Reschedule your Meeting for a different, mutually agreed time, or
- Swap in another awesome qualified team member or contractor.

12. Social Media Advertising

Ad spend is charged separately to our Fees

- If the inclusions listed in our agreed Engagement Letter with you include Social Media Ad management, then we will deliver this Service to you.
- Please note that payments for adverts on a social media platform are not included in our management Fees and are payable separately to our Fees.

Social Media platforms can be unpredictable

Social media platforms such as Facebook and Instagram also have their own terms of service.

- These rules allow them to reject or remove ads or promotional content for any reason, without the obligation to share content to users.
- This means there's a chance that your paid ads might be removed without explanation.
- Although these platforms offer a chance to respond to removals due to complaints, the content is removed immediately and restoring it might take time.
- We must act in line with these platform rules and we do our commercial best to help you manage issues that might crop up.

Changes

13. Changes to Meeting and Engagements

Can you cancel or re-schedule?

We know occasionally things happen which mean you need to reschedule.

- If you need to change a Meeting or Engagement timeframe, please let us know as soon as you can. This allows us to offer time to other clients and reschedule your Engagement.
- If you arrive late, your Meeting will still end at the scheduled time.

14. Giving us notice for changing Meetings

We need at least **5 business days' notice** via email to reschedule Meeting.

- If you reschedule Meetings with us, this may result in delays to your Engagement.
- All rescheduling is subject to our availability (we'll try to fit you in!).
- We may not be able to reschedule a Meeting (and you are not entitled to a refund or a further Meeting) if you do not give us the required Change Notice.

For example, if you miss a key Meeting, we'll try to find another time to reschedule the Meeting or we may need to change your inclusions for that month to allow for the extra time for a make up Meeting.

- If you need to reschedule a larger strategic meeting or a photoshoot we may charge a rescheduling Fee as well as issue an invoice for you to re-imburse us for any non-refundable costs we've incurred losing deposits for venue hire.

15. Re-scheduling Engagements

Cancellation Fee

- If you end this Agreement early before the end of the Engagement Period, then we because we:
 - book out your work in advance (turning away other clients), and
 - provide a special rate for our Services in return for your commitment, and
 - spread some of the upfront costs of supporting you over the length of the Engagement Period,

we may charge a reasonable cancellation Fee.

This will depend on the stage of the Engagement, Services selected, work already completed, and access we've given you to our Resources, as well as other factors.

- This Fee is a genuine pre-estimate of our loss and will reflect our administrative costs as well as loss we incurred from blocking out our calendar for you, turning away other clients, and the Services and Resources we provided to you already.
 - Generally the cancellation fee is 30% of the outstanding Service Fees still payable for the Engagement Period.

For example, if you decide to cancel during month 3 of a 6-month Engagement Period, then you will need to pay 30% of the remaining 3 months of Service Fee payments.

- We need at least **30 days' notice** via email to change an Engagement.
- If you need to change or end an Engagement during the Engagement Period, you'll need to ask us in writing.
 - We'll let you know the relevant changes to Services Fees or (if relevant) the amount of the cancellation Fee and you can decide whether to go ahead.

Engagement – Rescheduling

- We may charge a Rescheduling Fee of 30% of the Services Fees to reschedule your Engagement.
 - If we are able to reschedule your Engagement, we will credit any Fees paid for work we haven't towards your rescheduled Engagement (less any Services already delivered).

16. Ghosting and Paused Engagements

What happens if you fail to give instructions?

- If you ghost us, don't complete an action or don't give information within the required timeframe, or if you cancel or postpone Meetings, then we may need to pause the Engagement.

Ghosting means we don't hear from you for 14 days after we make reasonable attempts to communicate with you.

- If during the Engagement Period, we don't hear from you for 14 days, we may suspend your Engagement so

we are no longer actively supporting or contacting you – we call this a **Paused Engagement**,

Paused Engagements

- If your Engagement becomes a Paused Engagement for 4 weeks, and we still haven't heard from you about extending or rescheduling your Paused Engagement:
 - We consider you have decided to end the Engagement and our Agreement with you, and
 - We will deliver any current materials we have completed for your Engagement so far,
 - We will send you an invoice for any outstanding Fees, including a cancellation Fee if relevant.

17. Delays

Things outside our reasonable control

Neither you nor we are liable to the other for a delay or failure to perform obligations in this Agreement caused by circumstances outside of reasonable control, other than the payment of money.

How to manage Service delays and problems

If a delay happens, we both agree to do our best to find alternative times to suit both of us for completing work.

- Where delays are caused primarily by you, our availability for completing delayed Engagements may be limited because we have bookings for our other clients well in advance.
- If we become aware of anything likely to result in a material delay in or failure to perform any Services, we will let you know promptly.

Information & IP

18. Protecting personal information

We handle information you give us in line with our Privacy Policy, available at our Site.

- When you buy our Services, you consent to our collection and use of your information in line with these Terms and our Privacy Policy.
- You agree that we may contact you for marketing purposes and feedback to improve the way we work. You can opt out of marketing communications from us.

19. Protecting Confidential Information

We both agree Confidential Information is commercially sensitive and valuable, so that unauthorised disclosure or use of the other's Confidential Information could cause significant damage.

- Confidential Information can only be used for the purposes set out in these Terms (*i.e. the purpose of buying, supplying, or marketing our Services*).
- Neither of us can use or disclose the other's Confidential Information for a purpose not allowed under the Terms without express written consent from the other.

20. Promises about materials you give us

- You promise us that you either own or have permission to use the copyright and all other relevant intellectual property in any material you send us for inclusion in the work we deliver to you.
- If you breach someone else's IP rights, and we incur costs, then you will have to pay us for those costs.

21. Using our Resources

Your obligations when using our Resources

As part of the Services we supply, we may include access to some of our own Resources and we may create some Resources for you.

- We own or license the Intellectual Property rights in our Resources.
- We grant you a **limited license** to make use of our Intellectual Property within our Resources to the extent needed for you to use a Service you buy from us.

For example, if we collaborate with you to develop a new marketing strategy or create videos or social media graphics for you, you can use that strategy document, video content, and social media graphics (after you pay us!) for your own personal business use. You cannot claim you created them or resell them and we retain ownership in the frameworks used to develop them.

Treat our Resources with respect

Unless we give you permission in our agreed Engagement Letter, you **must not** copy or create derivative, imitative works of our Resources or sell or claim ownership to our Resources

- In addition to being annoyed with you, if you misuse our Resources, we may take action to protect our rights without further notice to you.

Resources availability

- We don't guarantee a specific type of Resources will be available for a set length of time and some Resources is only available on a limited or single-use basis.

Want to use our incredible Resources? If you have questions or want permission to use our Resources, let's have a chat.

22. Testimonials and content you give us

If you give feedback in a **public** forum, you give us permission to use that content and related personal information publicly.

For example, we may take a screenshot of a positive review or Instagram story and use that material to promote our business.

- If you send private feedback, you give us permission to use that content anonymously on our Sites. We won't attach **private** feedback to you by name without getting your permission first.
- If you give permission and later change your mind, let us know and we'll make reasonable efforts to remove it.

Results and expectations

23. Results from our Services

Your results depend on many different factors

We cannot and do not guarantee particular business outcomes for buying our Services. Business outcomes depend on many different factors including:

- your timeframes and deadlines,
- existing awareness of your business,
- assets available (such as websites, branding, or social media following),
- social media algorithms and industry trends,
- your own level of effort, implementation, background, expertise, commitment, focus, and dedication
- resources, systems, and team you have available to implement recommendations,
- accuracy and completeness of information you provide us, and other factors.

Individual results may vary

Each business we work with may experience different results from our Services depending on these factors.

- Reviews and case studies from our other clients are examples of potential outcomes only.

24. We use reasonable care + skill

We use **reasonable care** and **skill** to deliver Services to you, however you agree that:

- We cannot and do not promise our Services or Resources will be continuously available or fault free;
- If things outside our reasonable control impact on our ability to supply the Service, you agree we are not responsible for impacts on you as a result; and
- Services and related Resources are provided in good faith, based on information you provide us, and you are responsible for your use of our Services.

For example, if your team don't complete tasks assigned on time or misinterpret our advice so you need to re-brief a designer or a Engagement is delayed, we're not responsible for that outcome.

- You understand that changes in your product / market mix, trends, strategic developments in your chosen market, and other factors might mean our advice is no longer accurate or as impactful as intended, despite our best efforts.

25. Paying for losses + limiting liability

Paying us if you cause us loss

To the extent allowed by law, you must pay us for costs we incur caused or contributed to by:

- inaccurate or misleading info you give us,
- your breach of applicable laws or regulations, or
- your use or misuse of Services or our Resources.

For example, if you give us content for creating a video to promote an event, and you get details about the event incorrect, we're not required to double-check your information, and we're not responsible for the outcomes, such as the need to use up extra inclusions to re-do the video.

Limiting our liability to you

Nothing in these Terms restricts consumer laws that may apply to your purchase of our Services.

- To the extent allowed by law, we **exclude** all liability for claims by you or a third party for all forms of loss or damage, including loss or inaccuracy of data or loss of business profits or revenue.
- Unless we cause loss with our negligence or wilful misconduct, we are not responsible for any loss caused by your use of our Services (or any inability to use a Service).
- Where we cannot exclude our liability, our total liability to you is limited to us re-supplying the relevant Service to you or, if applicable, paying to you the cost of re-supplying the relevant Services to you.

Resolving issues

26. Let us know if you have an issue

We'll work together to resolve disputes

If a dispute crops up under these Terms, we both agree to act reasonably to resolve it.

If you are a consumer, you have specific rights when you buy our Services (see acc.gov.au), and these Terms do not replace legal rights you have under law

- If you have an issue with our Services, you'll need to work with us so we can help resolve that issue.
 - Contact us via email and include relevant information so we can help resolve your issue.
- We confirm we received your complaint within 2 business days and work to investigate and resolve your complaint within 7 business days.
 - If we can't resolve your issue after this, we will be in touch to set out some proposed next steps.

27. Ending this Agreement

Ending this Agreement for convenience

- Either you or we can end this Agreement on **30 days** written notice to the other.

Early termination charges may apply if you end the Agreement during an Engagement Period, see our [Changes policy](#) for details.

We might suspend or end this Agreement

We try to discuss and resolve issues with you first, but may suspend Services or end this Agreement **at once** if:

- You do not pay us undisputed Fees after we have given you reasonable notice to pay; **or**
- You're in breach of this Agreement and either you can't fix that breach, or you don't fix the breach after we give you a reasonable time to fix the breach; **or**
- You fail to give us instructions or complete your obligations within a reasonable time; **or**
- We reasonably consider mutual trust and confidence no longer exist in our relationship with you, or your behaviour is likely to damage our reputation.

28. Actions after termination

If we end or suspend an Engagement because of your behaviour or breach of the Terms:

- You must pay for Services received up until the Agreement ends, as well as any cancellation Fee (if applicable); and
- You are no longer allowed to use our Resources included with our Services.

General details

29. General agreement details

Changing these Terms

- If we have an ongoing Engagement with you, any variations to our Agreement with you must be agreed in writing by both of us.
- We may change these Terms from time to time. So please refresh over them for each new Engagement with us.

Transferring this Agreement

- We may assign, subcontract, or transfer some or all our rights or obligations under this Agreement without notice to you.
- You cannot assign, subcontract, or transfer your rights or obligations under this Agreement without our consent.

Survival

Some rights and obligations under our agreement with you remain in force after these Terms expire or end. These include the rights and obligations under the following sections: Paying for losses + limiting liability, Actions after termination.

Other general details

- **Invalid parts severed:** If a court of law decides one or more parts of our Agreement with you is invalid, only those parts are severed from the Agreement and other parts remain in full force and effect.
- **No waiver:** Delay or failure to exercise rights or a partial exercise of rights is not a waiver of those rights.
- **Force Majeure:** Neither party is liable for performance delays or for non-performance due to causes beyond its reasonable control, except for payment obligations.
- **Full agreement:** This agreement outlines the full agreement between us for the Services we supply you.
- **Governing law:** This Agreement is governed by the laws in force in **Victoria**, and the parties agree to submit to that jurisdiction.
- Dictionary
- Capitalised words have the following meanings
- **Confidential Information** includes all material, IP, non-public, business-related information disclosed or made available to the receiving party through any means, relating to a party's business but excludes information that, without breaching this agreement, is already public or known to the receiving party.

- **Engagement Letter** means the document we agree with you that outlines the type of Services you buy, the length and type of Engagement, the included Resources, as well as the applicable Fees.
- **Engagement Period** means the agreed minimum commitment of time during which we will provide the specific Services and inclusions set out in an agreed Engagement Letter.
- **Fees** means the charges you pay to us for the Services we provide, as set out in the Engagement Letter or as otherwise agreed with you.
- **Intellectual Property (IP)** means any and all of the following in any jurisdiction throughout the world: trademarks and service marks, including all applications and registrations, and goodwill connected with the use of them, patents, copyrights, Site, and internet domain names, including all related applications and registrations, trade secrets and confidential know-how, other intellectual property and related proprietary rights, interests, and protections. Our Resources forms part of our Intellectual Property.
- **Meeting** means scheduled time we agree with you to spend with you to work on helping your business and providing our Services to you, such as a strategy Meeting.
- **Resources** means all tools we create, develop, or use to supply you a Service, which might include one or more of the following: access to videos, written information, audio, lessons, digital products, classes, workshops, videos and reels, training plans, feedback, advice, programs, content on our Site, digital products, eBooks, and / or webinars. Viewpoint always retains ownership of all our Resources.
- **Services** means the various marketing products and services offered by us from time to time, including brand awareness, social media analytics, marketing assets, graphic design, video editing, post scheduling, email Engagement creation, online courses, coaching, consulting, webinars, workshops, and other related products and services.
- **Site** includes our website viewpointdigitalmedia.com.au, and our presence on third-party applications like [LinkedIn](#), [Facebook](#), and [@viewpointdigitalmedia](#) on [Instagram](#).

If you have any questions or notices about these Terms or our other policies, please contact us, we are happy to help!

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