



## STATEMENT OF WORK TERMS AND CONDITIONS

**Reach.**

**Reputation.**

**Referrals.**

**24/7 Medical Marketing and PR**



DigiMed Australia

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[www.digimedaustralia.com.au](http://www.digimedaustralia.com.au)

## INTRODUCTION

At DigiMed Australia, we are committed to providing compelling online and offline experiences for your patients or clients.

This can include:

- Business Development Assistance
- Referrer databases
- Powerfully personalised first person stories
- Press releases written and distributed
- Videos
- E-Newsletters
- Referrer Newsletters
- Competition Reports

And much more....

We know our experienced health marketers can drive new growth opportunities across the business, and look forward to providing a clear, navigable customer roadmap for you.

### **Jane Worthington**

Director, Chief Content Officer  
DigiMed Australia





*DigiMed Photographers: Bob Barker, Stephen Cooper and Andrew Murray*

## OUR PROCESS

### 1. INITIAL CONSULTATION

In this first meeting we discussed your business goals, and we told you we would establish some key objectives and discuss solutions that will help you achieve these.

### 2. PROPOSAL

Here we present a summary of the different ways we feel we can assist your business. It's up to you to pick and choose the "package" you would like. And if you're happy to proceed, a 50% down-payment is required at start of the job. Ongoing monthly fees would be deducted on an agreed date if you choose an ongoing package.

### 3. INFORMATION AND PLANNING

To ensure best outcomes at least cost to you, we like to gather all the information for your project before we begin.

This includes:

#### CLIENTS

- All clients will need a Google Gmail address to access and review files in Drive. We can help set this up if you do not have one free of charge.
- Clients will need to provide a list of key contacts in your business, practice manager, address, emails, appointments number, mobile number, ABN (we cannot register domain name without this).
- Branding guidelines if you have them, existing logo must be delivered in vector format or high resolution JPG or PNG at least 200kb, ideally 1MB or it will look grainy.
- If you are a website client, please provide a list of websites you like the look and design of and what you like about it. Websites are like haircuts, if you can show us what you like visually, we can be more aligned with your vision.
- Answers to the brief questions we send you about your practice, the segments you want to drive, and basic patient or client information – this will be set up in Drive for you and you will be sent a link.
- Please note that all collateral not designed or filmed or photographed by us that needs to be included in the project MUST be supplied before the project commences.
- Any footage to be included in video or product shots to include MUST BE delivered to DigiMed project manager by the client before project commences. This should either be sent to DigiMed on USB or downloaded into your client project allocated Drive File.
- Failure to do this results in \$100 late fees after two weeks and the project to be ceased after three weeks notice, as we cannot keep working on projects outstanding indefinitely due to other work.

- Should the client wish to keep raw footage of whatever we film or shoot on the day, they will be required to provide their own hard drive or we will charge \$100 for a hard drive. Please advise us if you would like this at the end of your project.
- Sending footage is a very time consuming process and also takes up enormous hardware space. After videos are complete, we do not keep footage. There is no onus on DigiMed to provide raw footage outside of the footage on the original hard drive. This is the client's responsibility.
- Client must review video footage and send back edits within two days. Video is charged by the minute and for extra minute over 1.5m and extra \$100 editing fee will be charged. Only two rounds of changes included, others will be billed at \$100ph if the fault is not a typo or error (which we would wear).
- Cancellation of the project at the request of the client must be made in writing to the web designer designated for your project.
- In the event that work is cancelled at the request of the client or not completed DigiMed web designers reserve the right to retain the 50% down payment deposit in total.
- After three weeks of client non-responsiveness \$100 late fees will be charged.

## **SUPPLIERS**

- All suppliers will need to provide footage and photos on hard drive, or place in Drive.
- All video suppliers will be required to call client before job to get pictures of the set up and see if backdrop required
- There needs to be 10 working day's grace period between shoot day and edit day, in case some footage is missing
- All suppliers of photography must provide edited down versions of best shots (10-20 in file) that are optimised post production.
- Photoshopping will be done separately by artists at \$50 per image.

## **4. RESEARCH, CONCEPT DEVELOPMENT & INITIAL FEEDBACK ON COLLATERAL**

We'll get to work researching your industry and providing marketing strategy. From here, collateral crafted for your project. This may include video scripts, short video, customer enewsletter, press release. You'll have the opportunity to provide feedback at multiple stages.

# SERVICE AGREEMENT

## 1. RESPONSIBILITIES

By engaging the services of DigiMed Australia, you confirm that you have the legal authority to enter into this contractual agreement on behalf of your company and agree to our terms of service.

You agree to provide us with all necessary materials required to complete the project including text, images and/or other information as needed, and in the appropriate format i.e. electronic or hard copy.

You also agree to supply all materials, review all work, provide feedback, sign-off approval and payment in a timely manner. Both you and DigiMed Australia are bound by any deadlines that are agreed upon, whether verbal and written. Whilst we will endeavour to meet all agreed deadlines, we may not be able to meet these deadlines if you are late in supplying materials or have not signed off on work in a timely manner at any stage.

Sometimes, unanticipated delays may occur. We will maintain regular contact with you throughout the creative process to review progress and discuss if changes are needed.

## 2. OUR SERVICES

### DESIGN

Design services encompass projects for print, screen or other visual communication media. This includes designs for logos, business cards, letterheads and other corporate stationery items as well as general flyers, e-newsletters, referrer newsletters, event flyers, brochures, booklets, reports, posters, and printed banners.

Web design services include all design work on websites and user interfaces as well as graphics for use on the web (i.e. banners).

Unless otherwise specified either in writing or verbally, all services exclude the following:

- Logo Design (except for Branding/Corporate Identities)
- Copywriting
- Stock Photography Licensing
- Font Licensing
- Commercial Printing
- Search Engine Optimisation
- Domain Name Registration, Web & Email Hosting and SSL Certificates
- Ongoing Maintenance and Updates

## **DESIGN CONCEPTS & REVISIONS**

We will supply a minimum of one, and up to a maximum of three, concept designs, either as specified in the project brief or as otherwise agreed to either verbally or in writing. If further designs are required, these may be requested at additional cost. Once a concept design has been selected, you will have the opportunity to provide feedback and make up to three rounds of revisions for development into one final design.

The client will receive a re-written document to review and send back; and then a second round of copy changes to review and send back.

You will also have the option to send us any websites you like for us to model your website on.

A single revision round is defined by the following process:

1. A design draft is presented to the client for review.
2. The client is asked to provide feedback on the supplied design draft.
3. All feedback is taken on board and a new version of the design draft is generated.
4. This round of revision is now complete.

Minor revisions consist of small changes to layout, copy (text), colours or images. If you need to make a major change to something we have designed (i.e. a completely different design direction or a change involving significant time to implement), our standard hourly design rates apply. (See "Additional Work" below.)

The same process applies for video. Two rounds of revisions only, with further charges billed hourly.

## **ADDITIONAL WORK**

This is defined as any extra work that we carry out if you need to change or add something that wasn't part of the original brief / scope of work. Additional work is billable at our standard hourly rates. See billable hours below.

## **INACTIVE & PROLONGED PROJECTS**

DigiMed Australia reserves the right to consider a project inactive after three calendar weeks of client unresponsiveness via the supplied contact information. We will alert you of this and charge \$100.00 per week late fee for inactive projects. Projects which are put on hold or otherwise prolonged by the client for more than three weeks (including failure to supply feedback, content or make progress payments within required timeframes) will similarly be considered inactive and billed for all work completed to date.

## **PRINTING SERVICES**

All supplied pricing on our design services excludes printing costs and other finishing services including but not limited to digital or offset printing, mounting, laminating, binding and guillotining/trimming. Coordination of printing and finishing services through our trade channels is available on request. Full upfront payment prior to commencement of print production is required.

## **WEB BROWSER TESTING**

All websites will be reviewed for speed and user experience.

## **SEARCH ENGINE OPTIMISATION**

DigiMed will, to the best of their ability, optimise the Client's website with appropriate titles, keywords, descriptions and text and thereafter process an initial submission of the Client's website to major search engines and directories.

DigiMed packages includes advanced search engine optimization and site promotion services which will be continued during the whole period of instruction.

DigiMed will, to the best of their ability, optimize the clients website and advertisements on social media platforms so that they rank in the search engines but does not guarantee the page number it will be ranked on, due to ongoing changes in the search engine algorithms.

DigiMed will, to the best of their ability, optimize and start the clients SEM Ads (Search engine marketing), PPC Marketing, Facebook Boost Posts, Facebook Lead Ads, Online Paid Marketing and other Social Media Advertisement options, Create social media ads including Facebook, Twitter, YouTube, LinkedIn only if engaged to do so but does not guarantee the number of leads, clicks or engagement of these advertisements, due to ongoing changes in advertising algorithms.

DigiMed will only manage ads once engaged and continue to manage while instructed to do so. The client takes full responsibility of their accounts and adspend each month and will carefully review to ensure that all advertisements are correct.



### 3. PAYMENTS

#### RATES

Except where fixed pricing is indicated, the following rates apply for ongoing work. Please note all prices do not include GST.

Design	\$150.00/hour (One-off) \$120.00/hour (Monthly Clients)
Copy/Content Writing	\$150.00/hour (One-off) \$120.00/hour (Monthly Clients)
Photography/Videography	\$110.00 /hour (after the first half-day); Amateur \$70ph
SEO	\$150.00/hour (One-off) \$120.00/hour (Monthly Clients)
Social Media	\$150.00/hour (One-off) \$120.00/hour (Monthly Clients)
Social Media (Month plans)	\$1800 x 3 posts per week on IG, FB, LI Excluded Ad Word budget

#### PROGRESS PAYMENTS

For large projects with an extended completion timeframe of 2 or more weeks, regular progress payments may be required in addition to the upfront 50% deposit.

Progress payments are based on work completed to date and billing is aligned to completion of key project deliverables as specified in the Project Timeframe. The due date for each progress payment will be agreed with the client.

#### REMITTANCE ADVICE

When you pay an invoice, we kindly ask that you notify us via SMS 0403 824 833 with the word Remittance and client name, so we know that you have sent us an electronic payment. This helps us to track payments and apply them to your account.

Alternatively, please forward Subject: Remittance and client name to [jane@digimedaustralia.com.au](mailto:jane@digimedaustralia.com.au).

#### STANDARD PAYMENT TERMS

Payment of invoices is subject to the following terms:

- a) DigiMed requires 50% website deposit at start and on completion. Video and Photography also requires 50% before shoot and remainder within 7 days of edit.
- b) Full payment is due within two weeks of completion. Websites will not be made live until full payment is received.
- c) Full payment is required upfront on all printing quotes before printing can commence.

d) Accepted methods of payment are:

- Cash
- Direct Deposit, or
- Credit Card.

e) All credit card payments attract a 2.5% surcharge (merchant fee).

f) For all ongoing annual clients, monthly fees will be deducted from provided credit card on a set day of the month. Two or sometimes three months may be required to be paid in advance to cover video or web suppliers at beginning of the project and the remaining 9 or 10 months will be deducted monthly after that.

g) DigiMed is unable to accept personal or business cheques. Credit (on account) is not offered under any circumstances.

## **FAILURE TO PAY**

Failure or refusal to pay for services rendered, including any incidental late payment fees, may result in immediate termination of service at the discretion of DigiMed Australia and the matter being referred to the appropriate agencies for retrieval. You will be responsible for any legal costs incurred by DigiMed Australia in recovering the debt.

In exceptional circumstances, there may be a legitimate reason for being unable to pay for services rendered by the due date. If you are unable to make payment within our standard seven-day invoice terms and believe your situation warrants special consideration, please contact us as soon as possible to discuss alternative payment options.

## 4. LEGAL

### **COPYRIGHT & INTELLECTUAL PROPERTY**

You guarantee that any text, graphics, photos, documents, designs, trademarks, or other resources that you supply to us for use on your project are either owned by you, or that you have permission to use them from the respective owner or copyright holder. DigiMed Australia will not be liable to you or any third party for damages arising from the use of any such materials, including lost profits, lost savings or other incidental, consequential or special damages, even if you have advised us of the possibility of such damages.

Once final payment has been received in full, copyright is automatically assigned as follows:

- You own the graphics and other visual elements that DigiMed Australia creates for your project.
- You also own text content and other data supplied by you, unless someone else maintains copyright ownership of these.
- DigiMed Australia maintains intellectual property rights over any native source files used in creating the final design and is not required to supply or transfer ownership of these. If you require a copy of native files these may be requested at additional cost, if there are download and transfer fees applicable.
- DigiMed Australia reserves the right to display and link to your completed project as part of our portfolio and to write about the project on websites and in other relevant printed or electronic media including but not limited to online design blogs, Facebook, Instagram, LinkedIn and other social media platforms. Please advise us if you do not grant permission for your project to be publicised.

### **COPYRIGHT RELEASE**

At its discretion, DigiMed Australia may issue signed notification of copyright release. This signifies that the client accepts full rights to freely modify and distribute the work without expressed consent from DigiMed Australia. The release explicitly absolves DigiMed Australia of all current and future liabilities to the work.

### **PRIVACY AND CONFIDENTIALITY**

DigiMed Australia agrees to maintain confidentiality of all supplied materials until such time that this information may be legally released into the public domain at the time of delivery. At no time will DigiMed Australia release information to any third parties without express written consent from you.

## **PATIENT FILMING/PHOTOGRAPHY**

We will require staff, patients and anyone we film to sign a release form that we will provide. It will be your responsibility to obtain signatures, scan us a copy and keep your own record.

## **TERMINATION OF SERVICE**

At any time, either party reserves the right to terminate service, provided that seven business days' notice is communicated in writing. DigiMed Australia is not required to observe this notice period if you fail to pay for services rendered without a satisfactory reason.

Upon termination of service, all work completed to date must be paid in full as per the standard terms of payment and no refunds are given. No further written or verbal correspondence will be entered into.

## **INDEMNIFICATION**

The Client agrees that it shall defend, indemnify, save and hold DigiMed harmless from any and all demands, liabilities, losses, costs and claims, including reasonable legal fees associated with DigiMed's development of the Client's website. This includes liabilities asserted against DigiMed, its subcontractors, its agents, its clients, servants, officers and employees, that may arise or result from any service provided or performed or agreed to be performed or any product sold by the Client, its agents, employee or assigns.

The Client also agrees to defend, indemnify and hold harmless DigiMed against liabilities arising out of any injury to person or property caused by any products or services sold or otherwise distributed over the Client's website. This includes infringing on the proprietary rights of a third party, copyright infringement, and delivering any defective product or misinformation which is detrimental to another person, organization, or business.

## **DISCLAIMER**

If any clause or part thereof of this agreement is void, illegal or unenforceable, it may be severed without affecting the enforceability of all other provisions detailed in this agreement. The proprietor, DigiMed Australia, reserves the right to re-issue this legal document for the purposes of clarification or legal compliance.

## 5. ACCEPTANCE

To confirm your acceptance of this proposal, please sign and date below or email your confirmation to [jane@digimedaustralia.com.au](mailto:jane@digimedaustralia.com.au).

Name:			
Company Name:			
Total Cost:	\$		
Date:		Signature:	