

TERMS & CONDITIONS

FOUNDRY CREATIVE SERVICES

These Terms & Conditions (“Terms”) apply to all services provided by Foundry Creative Services (“Foundry”, “we”, “us”) unless a separate, signed Client Agreement is in place.

By paying an invoice issued by Foundry, the client (“you”) agrees to be bound by these Terms.

1. SERVICES

1.1 Foundry will provide creative services as outlined in written correspondence, quotes or agreed scope shared with the client.

1.2 “Works” or “materials” include all creative outputs, concepts, designs, ideas, strategies, documents and files created by Foundry.

2. FEES & PAYMENT

2.1 All fees are payable upfront unless otherwise agreed in writing.

2.2 Work will not commence until payment is received.

2.3 Fees exclude third-party, print, production, licensing or media costs unless expressly stated.

2.4 Foundry retains ownership of all work until payment is made in full.

3. FEEDBACK & COMMUNICATION

3.1 Feedback must be provided in writing via email or Foundry’s nominated feedback channels.

3.2 Meetings or calls are not included unless expressly agreed.

3.3 Foundry operates during standard business hours (Monday–Friday, excluding public holidays).

4. CLIENT RESPONSIBILITIES

4.1 The client agrees to provide clear, consolidated feedback within reasonable timeframes.

4.2 Delays in feedback or approvals may impact timelines.

5. PROJECT PAUSES & NON-RESPONSIVENESS

5.1 If the client becomes unresponsive for a continuous period of four (4) weeks, Foundry may consider the project closed.

5.2 In such cases, the project will be deemed complete and no further work will be owed.

6. TERMINATION

6.1 Either party may terminate services in writing at any time.

6.2 Fees paid are non-refundable once work has commenced.

7. INTELLECTUAL PROPERTY

7.1 Unselected concepts remain the property of Foundry.

7.2 Upon full payment, ownership of final approved deliverables transfers to the client.

7.3 Foundry may display completed works for portfolio and promotional purposes unless otherwise agreed in writing.

8. CONFIDENTIALITY

8.1 Both parties agree to keep confidential any non-public information shared during the project.

9. LIABILITY

9.1 The client indemnifies Foundry against any claims arising from use of the works.

9.2 Foundry is not liable for indirect or consequential losses.

10. GOVERNING LAW

10.1 These Terms are governed by the laws of Victoria, Australia.

11. PRECEDENCE

11.1 Where a separate, signed Client Agreement exists, that agreement takes precedence over these Terms.