

KT Journalism: Terms and Conditions of Trade

- 1 KT Journalism (**KTJ**) may:
 - 1.1 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.
 - 1.2 Serve any notice, document or process to the address of the client overleaf (by prepaid regular post) or email to the email address overleaf.
 - 1.3 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.
 - 1.4 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 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 include 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.
- 9 Communications between KTJ and its clients are confidential and cannot be disclosed or distributed beyond their intended audience without KTJ's express permission.