

# Terms & Conditions – Sam Urban Consulting

## 1. Agreement to Terms

By engaging Sam Urban Consulting and making a deposit payment, you ("Client") agree to the following Terms & Conditions. These terms govern all services provided by Sam Urban Consulting ("Freelancer") and apply to all projects unless otherwise agreed in writing.

---

## 2. Scope of Work

Freelancer will provide services as outlined in the agreed proposal. Any additional work outside this scope may require a separate agreement and additional fees.

Unless otherwise stated, the project includes **up to two rounds of revisions**. Additional revisions or changes beyond the agreed scope will be quoted and billed separately.

---

## 3. Payment Terms

Invoices are due within 7 days unless otherwise agreed in writing.

A **late fee of \$50** may be applied after **10 days past due**.

In addition, an **interest charge of 2% per month (24% per annum)** will accrue on any overdue amounts, calculated from the original due date until payment is received in full.

Continued non-payment may result in work being paused or terminated, and access to deliverables may be withheld until the balance is settled.

---

## 4. Working Relationships & Use of Tools

Freelancer is a self-employed, independent contractor and retains the right to work with other clients, including those in similar or related industries, unless a specific exclusivity agreement is made in writing.

Freelancer agrees to maintain confidentiality and will not share proprietary client information, strategies, or sensitive data with any other party, including competitors.

Freelancer may also use trusted subcontractors, collaborators, or AI tools to support or enhance project delivery.

AI may be used to generate drafts, ideas, or assets, but confidential client inputs will not be shared with any external databases or AI training models. Freelancer remains responsible for the final quality of work delivered.

---

## 5. Client Responsibilities

The Client agrees to provide all necessary content, feedback, and approvals in a timely manner to keep the project on track.

Failure to provide required input may result in delays or a pause in the project timeline. A **rebooking or reactivation fee** may apply if the project is delayed due to prolonged client inaction (e.g. 14+ days).

---

## 6. Confidentiality

Freelancer will keep all client information confidential and will not share, distribute, or disclose it without prior written consent, except as required to fulfill the work (e.g., use by subcontractors under confidentiality).

---

## 7. Liability & Indemnity

Freelancer will perform all services professionally but does **not guarantee specific results** or outcomes.

Freelancer is not liable for any loss, damage, or legal claims arising from the use or implementation of services or recommendations.

Client agrees to indemnify Freelancer against any claims, liabilities, or damages resulting from the use of provided services, including those involving third-party platforms, content, or tools.

---

## 8. Ownership & Rights

All materials, strategies, and deliverables remain the property of the Freelancer until full payment is received.

Upon full payment, the Client will receive rights to the final deliverables.

Freelancer retains the right to use **pre-existing intellectual property, templates, frameworks, and methods**, which remain the property of the Freelancer regardless of project outcome.

Freelancer may showcase completed work in a professional portfolio or case study unless the Client requests otherwise in writing.

---

## 9. Termination

Either party may terminate the agreement with **14 days' written notice**. The Client will be invoiced for all work completed up to the termination date.

**Retainer agreements** require **30 days' written notice** to avoid further billing.

Freelancer reserves the right to pause or discontinue work if the Client becomes unresponsive or fails to make payments as agreed.

---

## **10. Force Majeure**

Freelancer shall not be liable for delays or failure to deliver services due to events beyond reasonable control, including but not limited to illness, accidents, internet outages, software malfunctions, or acts of nature.

---

## **11. Governing Law**

These Terms & Conditions are governed by the laws of **New South Wales (NSW), Australia**. Any disputes will be resolved through negotiation, mediation, or legal action in the courts of NSW.

---

## **12. Amendments**

Freelancer reserves the right to update these Terms & Conditions at any time. The latest version will always be available at **samurbanconsulting.com**.

---