



Terms of Service

1. DEFINITIONS

1.1 Author Designed Book: An *Author Designed Book* is a book cover and/or book interior produced under the explicit, detailed and prescriptive instruction from the Author, contrary to advice from the Book Designer. The explicit, detailed and prescriptive instruction from the Author might include fonts, imagery, colours, styles and juxtaposition of elements that have a poor visual aesthetic and/or do not have a good fit with the book's genre.

1.2 Document mapping (DOCMAP): *Document Mapping* refers to the technical process of preparing the manuscript for translation into designed pages. DOCMAP occurs in a *Word* document prior to design.

1.3 Editing: *Editing* is the process of reviewing and improving the manuscript's content, clarity, structure, grammar, and consistency. Editing is done in a *Word* document by an Editor.

1.4 Final Manuscript: The *Final Manuscript* is the approved, edited version of the author's text that is provided ready for pre-typesetting (including document mapping), typesetting and printing. It includes all text including, but not limited to front matter (dedication, prologue, introduction) and back matter (epilogue, appendices, acknowledgements) with no further changes required. The *Final Manuscript* is a *Word* document.

1.5 Manuscript: The *Manuscript* is a working document that contains the author's written content before it has been professionally edited or typeset. It may still be undergoing revisions and is not yet considered final.

1.6 Typesetting sample: A *Typesetting Sample* is a small selection of the book pages (usually one chapter) that have been laid out using the proposed design and formatting. This sample is sent to the author or publisher for feedback and approval before the full book is typeset.

1.7 Typesetting: *Typesetting* is the process of laying out the text and images into the design template for the interior of a book. *Typesetting* takes place in *Adobe InDesign* software.

1.8 Typesetting Alterations: *Typesetting Alterations* are changes made after the typeset layout is complete. This entails fixing small text errors or typos and takes place in *InDesign*. Alterations can be initiated by the Typesetter of the Author. These small changes are not the relocation of text or the introduction of new text.

2. PROJECT MANAGEMENT

2.1 Project Management Methodology: Projects are managed through a pre-planned approach meaning the project progresses through phases in a sequential manner i.e. a new phase starts after the completion of the one prior. There are three project phases; Phase One, Phase Two and Phase Three.

2.2 The project management methodology, the planned approach, is commonly called the Waterfall methodology of project management. Alternative methodologies are available e.g. Agile methodology, can be arranged at a higher cost, at the commencement of the project. An explanation of project methodologies can be found online: <https://greenhillpublishing.com.au/book-production-project-methodology/>

3. COMMUNICATIONS

3.1 Projects start with telephone communications e.g. starting the project and the design briefing. As the project moves ahead feedback and questions from *Author/s* are handled through support@greenhillpublishing.com.au. After the project start, all communication is managed through this email as a single source. Phone calls, voicemails, and text messages will not be responded to unless specifically requested or pre-arranged. Online forms as a means to collect new information, will be emailed at key stages throughout the project.

3.2 Communications from existing customers via the Green Hill Publishing website chatbot will be responded to via support@greenhillpublishing.com.au.

4. GENERAL BOOK CONTENT

4.1 Content is provided by the author (both text and imagery). Content can be generated or enhanced by Green Hill at a negotiated cost. Images are considered author's content and must be provided.

Artificial Intelligence (AI):

4.2 In circumstances where the cover design brief requires a particularly complex image and the Author's budget does not permit the commissioning of professional illustration or photography, Green Hill Publishing may, at its sole discretion, utilise generative artificial intelligence (AI) tools to generate imagery for use in the development of Book Concepts.

4.3 The Book Concepts documents themselves are not generated by AI. Where appropriate, and instead of sourcing royalty-free or Creative Commons licensed imagery, Green Hill Publishing's design team may employ AI tools to generate custom images that align with the creative direction specified in the cover design brief. Such use of AI is a manual, designer-led process requiring professional judgment and is not automated.

4.4 Any AI-generated imagery used in Book Concepts will be subject to manual enhancement so it meets Green Hill Publishing's design and quality standards. Edits or modifications requested by the Author to such AI-generated images shall be carried out by a qualified Book Designer or, where deemed necessary by Green Hill Publishing, by a professional illustrator. All such edits shall be charged at the applicable hourly rate as set out in the current pricing schedule or agreement.

5. EDITING

Editing Assessment:

5.1 An Editing Assessment involves a professional editor reviewing a *portion* of your *Manuscript* (up to one hour) to recommend the type and level of *Editing* required. The quote provided is in addition to your publishing package and is only valid if the manuscript remains unchanged.

5.2 The fee estimate provided is a guide based upon a combination of the overall word count and the sample edit provided in the *Manuscript* which is provided at the time of the *Editing Assessment*.

5.3 If a change is made to the *Manuscript* prior to the full editing commencing, Green Hill Publishing reserves the right to adjust the quote. This will be discussed with the client before any further work is completed.

Editing:

5.1 If, during the Editing process, it becomes apparent that the quantum of work will exceed the original quotation, Green Hill Publishing shall notify the Author promptly to discuss the reasons for the increase and present available options. No additional Editing work beyond the original quote will be undertaken without the Author's prior agreement.

5.2 In the event that a revised version of the Manuscript is submitted by the Author after Editing has commenced, additional Editing fees may apply. This is particularly applicable where the revisions require the Editor to substantially re-edit the Manuscript from the beginning. If the Author has used Microsoft Word's Track Changes function and only specific sections of the Manuscript have been updated, Green Hill Publishing may, at its discretion, limit the review and editing to those revised sections. Such work will be charged at the applicable hourly rate.

5.3 Editing shall be completed using the *Track Changes* function in Microsoft Word. Upon completion, the Author will be provided with two versions of the edited Manuscript:

- (a) a version showing all tracked changes and editorial comments (Marked Up Copy), and
- (b) a clean version with all changes accepted for reference.

5.4 It is the Author's responsibility to ensure that any changes they *Accept* or *Reject* in the Marked Up Copy do not introduce errors. Green Hill Publishing accepts no liability for errors introduced during this acceptance or rejection process.

5.5 Following the completion of the Editing process, any requests for further significant changes or additional editorial work may incur additional fees. Such instances are rare and typically arise only when substantial amendments are made by the Author after Editing is finalised. Any such work will be charged at the Editor's applicable hourly rate and shall not proceed without prior consultation and fee confirmation with the Author.

5.6 Where the Manuscript has undergone Structural, Developmental, or Line Editing, Green Hill Publishing recommends that the Author consider a subsequent round of Copy Editing or Proofreading to identify and correct any remaining typographical, grammatical, or punctuation errors. The Author acknowledges that:

- (a) Structural, Developmental, and Line Editing services focus primarily on the structure, content strategy, and narrative flow of the work, and are not intended to correct all minor errors; and
- (b) Copy Editing and Proofreading are distinct services aimed at addressing grammar, punctuation, spelling, and other mechanical elements of the text.

5.3 Accuracy: *Green Hill* applies a standard error allowance of 85–95% accuracy, in line with industry standards. It remains the *Author's* responsibility to review the manuscript in full after Accepting and/or Rejecting Track Changes.

6. TYPESETTING AND DESIGN

6.1 The cost of *Typesetting* is included in all proposals and packages. *Typesetting* costs depend on the approximate number of words and the number of design elements included (see below). The Keepsake, Professional and Premium Discovery publishing packages are for books up to 70,000 words or under 230 pages in length. Larger books will incur an additional typesetting cost which are included in the Proposal.

6.2 Typesetting and special design elements: To ensure an accurate quote, the *Author* must disclose the approximate (within a 5% tolerance) word count and the anticipated number of design elements (including but not limited to illustrations, photographs, charts, tables, break-out boxes or infographics) at the time of quoting. This may be provided either verbally or by submitting the manuscript and content files for appraisal.

Any significant changes to the word count or design scope after quoting may result in a revised estimate or additional charges.

Additional charges are based on the *Author* providing clear instructions or a design brief outlining the required design elements. If the *Author* requests changes to previously agreed design elements or introduces new design directions after the design process has commenced, additional design fees will apply.

Please note cookbooks and other non-fiction works may require a separate quotation to typical package offerings depending on length and complexity.

6.3 Typesetting and design inclusions:

- **Images** – Placement of 20 interior images are included in a typical package offering unless otherwise specified in the Proposal. Images that exceed this number will be charged at the rate of \$5 + GST per image. A rate for over 100 additional images can be negotiated.
- **Footnotes** – Up to 100 footnotes/endnotes can be included without additional charge.
- **Index** – Indexes are not included in any typical publishing package but can be built at an additional cost.

6.4 Manuscript submission and format: The *Final Manuscript* must be submitted prior to the start of Phase Two. The *Final Manuscript* must be saved with the following file name “Title_Final_DDMMYY” and must be submitted with all images to be included and associated captions. If the file name does not reflect the above, the Project Manager will rename the file for the Author and request approval via email. *Typesetting Sample* cannot commence until the *Final Manuscript* has been submitted or approved.

The *Final Manuscript* must include all text including front matter (dedication, prologue, introduction) and back matter (epilogue, appendices, acknowledgements) with no further changes required. The *Final Manuscript* must be a Word document.

If electronic copies of the manuscript are unavailable (only available in printed format) scanning and reformatting fees will be incurred. Similarly if a manuscript is only available as a PDF file, additional costs will be incurred to convert the file to a usable Word file having all paragraph breaks/carriage returns at the end of each line removed.

- Chapters are to be defined by *page breaks*.
- Manuscripts must not be set up using *text boxes*.
- Headings and sub-headings must be defined by a style in the Word document.
- The manuscript must not contain tabs except poetry which requires offset indentation for stylised effects and for numbered and lettered lists. To properly indent paragraphs, do not use tabs or character spaces; instead use the formatting palette in Word to set a first line indentation value.
- Sentences must not have a double space after each full-stop (rather a single space).

Important: On the day that The *Final Manuscript* is submitted, *Document Mapping* will commence.

Images must be submitted as either:

- high resolution .jpg files embedded within the manuscript; OR
- high resolution .jpg files with a clear reference in the manuscript in this format: Caption: Mary Campbell's early life File: mary campbell.jpg.
- image files must be submitted in one transfer (not incrementally or over a number of days) ideally included in a single zip file.
- Images must be at an appropriate resolution being able to be reproduced in print at 300dpi.

If images need to be sourced or created by Green Hill, these will incur an additional cost of not less than \$100.00 + GST per hour + materials.

6.5 Typesetting Alterations: *Typesetting Alterations* are also known as edits, corrections, alterations and variations.

Up to 20 minor text corrections are included within the Keepsake and Professional packages, and up to 60 minor text corrections are included in the Premium Discovery publishing package. These may include typographical fixes, punctuation adjustments, or word-level changes.

The purpose of reviewing the typeset PDF proofs is to identify and correct *minor* errors, not to revise the written content or submit updated versions of the manuscript. Re-submission of an entire manuscript for re-typesetting is outside the scope of the included services and will incur additional charges (see below).

Alterations must be provided in the Green Hill on-line form (a link that is emailed to the Author when the typesetting is presented) or listed in a single email or document that includes the text change, the page and paragraph to be changed.

Any additions, variations, or extra work beyond the scope of the initial agreement will be charged at a rate of \$100.00 + GST per hour.

6.6 Resubmission of the Final Manuscript: If the *Final Manuscript* is resubmitted after the commencement of *Document Mapping (DOCMAP)*, *Typesetting Sample*, or *Typesetting*, additional charges will apply.

Please note that *each version of a manuscript* must undergo *Document Mapping (DOCMAP)* and *Typesetting* as part of the standard workflow, and this will incur additional costs if a new or revised version of a Final Manuscript is submitted.

Any additions, variations, or extra work beyond the scope of the initial agreement will be charged at a rate of \$100.00 + GST per hour.

Important: On the day that the *Final Manuscript* is submitted, *Document Mapping* will commence.

6.7 Cover design and briefing: Cover design is included in the Keepsake, Professional, and Premium Discovery Publishing Packages.

Commencement of cover design work is contingent upon receipt of a completed cover design brief from the Author. Green Hill Publishing shall not be obligated to begin any cover design work until the completed cover design brief has been submitted. Delays in providing the brief may impact the overall project timeline.

- Keepsake Package: Authors must submit a completed *Written Brief Form* before the Book Designer can proceed with the Book Concept.
- Professional and Premium Discovery Packages: These packages include a *Briefing Session* with the Book Designer, followed by a *Briefing Session Summary*, which must be reviewed and approved by the Author prior to the development of Book Concepts.

If the *Briefing Session Summary* does not align with the Author's expectations, one additional *Briefing Session* will be provided at no extra charge. Your Project Manager will attend this session alongside your Book Designer to provide additional support and clarity.

Should further *Briefing Sessions* be required to finalise the brief or communicate major design alterations, these will be charged at \$150 + GST per session.

Any additions, variations, or extra work beyond the scope of the initial agreement will be charged at a rate of \$100.00 + GST per hour.

6.8 Use of the Green Hill brands: Green Hill retains full rights to the use of the Green Hill Brand and any other brands associated with its imprints. Green Hill, at its discretion, will determine if the brands will or will not be associated with the book.

The Green Hill visual brands include (but are not limited to):

- the roundel:



- the logotype:



An *Author Designed Book* is where a book cover and/or book interior is produced under the explicit instruction from the author, contrary to advice from the Book Designer.

Green Hill reserves the right not to apply the Green Hill Brand(s) to *Author Designed* books.

An *Author Designed Book* will be identified as such on the print book's legal page and on the australianauthorsstore.com webpage.

7. AUTHOR WEB PAGE

7.1 Green Hill will produce a single web page (not a website) as a subdomain at australianauthorsstore.com as a component of the Professional and Premium Discovery packages. This will include an image of the book's front cover, a description of the book (including ISBN), an author

photo and author bio and one link to facilitate sales. This link can only direct sales to a third-party seller (is not an eCommerce platform).

Author Designed Books will be identified as such on the webpage.

Any additions, variations to the Author page will be charged at a rate of \$100.00 + GST per hour, with a minimum fee of \$50.00 + GST for 30 minutes.

8. WEBSITE

8.1: The cost of a *Green Hill* author website package is provided on our website and varies by package. Website costs depend on the package chosen and any additional functionality requested by the *Author*.

8.2 Items additional to the website package: Items that are additional to the items listed in the website packages are not included in package prices. Any additional items requested by the *Author* are undertaken at a minimum of 1 hour at our hourly rate of \$100.00 + GST. Each additional item is quoted individually at 1-hour minimum. If additional software is required the cost of the software, plus an administration fee will be passed to the *Author*.

8.3 Search Engine Optimisation (SEO): Green Hill does not guarantee SEO for websites, and building of a website does not guarantee top search engine e.g. Google rankings. As the written content is provided by the *Author*, it is up to the *Author* to include relevant keywords for SEO ranking.

8.4 Alterations to the website: Dependant upon the website package, the *Author* is provided with a training document and/or 1-hour training session at the end of website production. The purpose of these services is to enable the *Author* to implement and manage their own website after the training is provided.

If Green Hill are requested by the *Author* to implement changes to the website after the training is complete, additional charges based on our hourly rate of \$100.00 + GST will apply.

8.5 Website customisation: Our website design is built within an industry leading open-source Content Management System (CMS) theme. Details of the theme can be provided on request. Style changes including changes to Cascading Style Sheets (CSS) may be charged at an hourly rate (\$100.00 + GST per hour) additional to website packages at the discretion of the website designer.

Inclusion of scripts and alterations to php code are not included in any website packages.

8.6 Developer functions: *Green Hill* website packages include one administrator account for the *Author* to the website backend (for the purposes of the *Author* implementing alterations to the website content and design). Access to cPanel, SQL databases, php (or other scripted functions) is not automatically provided to the *Author* or any other developer. Website files can be provided for porting to an alternate hosting service, but this will incur a fee of \$500 + GST and does not include access licenses for software (themes, plugins, etc) used in the build of the website. *Green Hill* remains the website developer for the life of the website.

8.7 Hosting and URL (website address): A *Green Hill* website incurs annual hosting fees after the first 6 months since establishment on the hosting server. Included in each website package is the purchase of one URL for one year. *Green Hill* purchases the URL through their provider. The *Author* is responsible for covering renewal costs for the URL/s assigned to their website. All URLs purchased by *Green Hill* remain the property of *Green Hill* unless an agreement between the *Author* and *Green Hill* for URL transferral to another host is arranged.

9. PRINTING

9.1 As part of the publishing packages, *Green Hill* will broker the first print run of your book. The cost of printing is additional to the publishing package fee and is payable by the *Author*.

Authors may alternatively choose to arrange printing independently. In this case, *Green Hill* will transfer the final print-ready PDF files of both the cover and interior to the *Author* for provision to their printer of choice. *Green Hill* takes no responsibility for the quality or process of third-party printers once assets have been transferred.

9.2 Quoting and Print Sourcing

- *Green Hill* will liaise directly with the print provider or use the services of its partner print company Fox Merit.
- Print quotes are only valid at the time of quotation, and all price variations issued by the printer will be the responsibility of the *Author*.
- If the *Author* requests quotes from multiple printers, a service fee may apply.
- At select printers, *Green Hill* can conduct press checks on behalf of the *Author*, which will also incur a service fee.

9.3 Print Format Preparation

- For the Keepsake package, *Green Hill* will prepare print-ready files for Print on Demand via IngramSpark, and for one print format only (e.g. softcover or hardcover). Preparation of additional formats will incur extra charges.
- For Professional package, *Green Hill* will prepare print-ready files for Print on Demand via IngramSpark and Amazon KDP, and for one print format only (e.g. softcover or hardcover). Preparation of additional formats will incur extra charges.
- For the Premium Discoverability package, *Green Hill* will prepare files for Print on Demand via IngramSpark and Amazon KDP in both softcover and hardcover formats. Any additional formats requested beyond this scope will attract additional fees.

9.4 Print file remediation and Prepress:

Files submitted for printing must meet print industry requirements. If a submitted file does not meet these requirements, we may need to perform print file remediation to correct issues before printing will be needed. This may include, but is not limited to:

- Adjusting image resolution or colour profiles
- Adding or correcting bleed and margin settings
- Converting fonts to outlines or embedding them
- Flattening transparencies
- Resizing or reformatting files for print compatibility
- Additional pages to achieve multiples of 4 where binding methods deem necessary

Remediation is charged at our standard hourly rate or a quoted flat fee, depending on the complexity of the corrections. *Authors* will be advised of any necessary remediation before work proceeds.

All approved files will undergo prepress preparation to ensure they are ready for print. This includes:

- Verifying technical specifications
- Checking layout and page order
- Preparing print-ready proofs in digital or physical format

- Final quality control checks

Any errors discovered during prepress that require *Author* approval or file changes may result in delays or additional charges, particularly if a new proof is required.

Final responsibility for content accuracy remains with the *Author*. We are not liable for errors that appear in approved proofs or submitted print-ready.

Any additions, variations, or extra work beyond the scope of the initial agreement will be charged at a rate of \$100.00 + GST per hour.

9.5 Proofing and Errors

PDF proofs are provided to the *Author* for approval prior to print production.

Green Hill does not proofread book content. The Author is solely responsible for reviewing and approving all files and physical proofs prior to printing. Once approved, the file is printed "as is." We are not liable for:

- Spelling, grammar, or formatting issues.
- Incorrect file submissions or low-resolution images.
- Colour discrepancies due to screen-to-print variation.

PDF proofs may not accurately reflect print colour reproduction. In addition, colours in electronic files will present differently on different device screens.

9.7 Delivery times: Estimated turnaround times are provided as a guide and are not guaranteed. We are not liable for delays caused by factors beyond our control, including but not limited to shipping delays, equipment failure, or force majeure events.

Shipping costs and delivery times vary by location and service selected.

Delivery estimates are based on when digital print files are provided to the printer, not from the time of the Author's initial enquiry or commencement of the project.

10. DISTRIBUTION AND MARKETING

10. 1 The distribution service facilitated by Green Hill is establishing a book in one major master distributor's online platform. The book will be available for order by both physical and online retail bookshops worldwide. Green Hill facilitates the availability of the book for online retailers' websites including Amazon. Retailers make books available at their outlets at their own volition, not at the want of the Author.

10. 2 The book will be listed with Thorpe-Bowker, the official ISBN Agency for publishers physically located in Australia.

10.3 Additional distribution and marketing services that are additional to that included in items 8.1 and 8.2 are available on a fee for service basis.

Terms and Conditions of Trade

1. DEFINITIONS

1.1 “Green Hill” shall mean Green Hill Publishing (Green Hill Publishing Pty Ltd), its successors and assigns or any person acting on behalf of and with the authority of Green Hill Publishing.

1.2 “Client” shall mean the Client (or any person acting on behalf of and with the authority of the Client) as described on any quotation, work authorisation or other form as provided by Green Hill to the Client.

1.3 “Guarantor” means that person (or persons), or entity, who agrees to be liable for the debts of the Client on a principal debtor basis.

1.4 “Goods” shall mean Goods supplied by Green Hill to the Client (and where the context so permits shall include any supply of Services as hereinafter defined) and are as described on the invoices, proposal, work authorisation or any other forms as provided by Green Hill to the Client.

1.5 “Services” shall mean all Services supplied by Green Hill to the Client and includes any advice or recommendations (and where the context so permits shall include any supply of Goods as defined above).

1.6 “Price” shall mean the Price payable for the Goods as agreed between Green Hill and the Client in accordance with clause 4 of this contract.

1.7 “Proposal” shall mean a costing for services to be performed.

1.8 “Contract” is a Proposal approved for execution by signature of the Client

2. THE COMMONWEALTH TRADE PRACTICES ACT 1974 (“TPA”) AND FAIR TRADING ACTS (“FTA”)

2.1 Nothing in this agreement is intended to have the effect of contracting out of any applicable provisions of the TPA or the FTA in each of the States and Territories of Australia, except to the extent permitted by those Acts where applicable.

3. ACCEPTANCE

3.1 Any instructions received by Green Hill from the Client for the supply of Goods and/or the Client’s acceptance of Goods supplied by Green Hill shall constitute acceptance of the Terms and Conditions contained herein.

3.2 Where more than one Client has entered into this agreement, the Clients shall be jointly and severally liable for all payments of the Price.

3.3 Upon acceptance of these Terms and Conditions by the Client, the Terms and Conditions are binding and can only be amended with the written consent of Green Hill.

3.4 The Client shall give Green Hill not less than fourteen (14) days prior written notice of any proposed change of ownership of the Client or any change in the Client’s name and/or any other change in the Client’s details (including but not limited to, changes in the Client’s address, facsimile number, or

business practice). The Client shall be liable for any loss incurred by Green Hill because of the Client's failure to comply with this clause.

3.5 Goods are supplied by Green Hill only on the Terms and Conditions of Trade herein, to the exclusion of anything to the contrary in the Terms of the Client's order, notwithstanding that any such order is placed on terms that purport to override these Terms and Conditions of Trade.

3.6 Once accepted by the Client, Green Hill's written proposal shall be deemed to interpret correctly the Client's instructions, whether written or verbal. Where verbal instructions only are received from the Client, Green Hill shall not be responsible for errors or omissions due to oversight or misinterpretation of those instructions.

3.7 Lodgement of any deposit amount or part payment shall be deemed to mean that the Client provides acceptance of any proposal or quotation and the Terms and Conditions contained herein.

4. PRICE AND PAYMENT

4.1 The work outlined in the Proposal must be completed within **one (1) year** from the date the proposal is signed by the client. If the project is not completed within this timeframe due to delays not caused by Green Hill Publishing, Green Hill reserves the right to cancel the contract or requote. In such an event, any deposit or payments made up to that point will be retained by Green Hill Publishing to cover administrative and production costs incurred.

4.2 At Green Hill's sole discretion the Price shall be either:

- as indicated on invoices provided by Green Hill to the Client in respect of Goods supplied; or
- Green Hill's current price at the date of delivery of the Goods according to Green Hill's current Price list; or
- Green Hill's proposal Price (subject to clause 4.3) which shall be binding upon Green Hill provided that the Client shall accept Green Hill's quotation in writing within thirty (30) days.

4.3 Green Hill reserves the right to change the Price in the event of a variation to Green Hill's documented project scope and departure from Green Hill's project management methodology (see Terms of Service 2. Project management). Any variation from the plan of scheduled designs, quantities or specifications (including, but not limited to, any variation as a result of availability of stock or increases to Green Hill in the cost of materials and labour) will be charged for on the basis of Green Hill's proposal and will be shown as variations on the invoice. Payment for all variations must be made in full at their time of completion.

4.4 At Green Hill's sole discretion a non-refundable deposit is required at commencement of the project. The deposit covers initial publishing project set up costs and is not refundable. Initial project set-up costs include, but are not limited to, project management setup, client communications, and the commencement of metadata development and timeline planning including work scheduling upon receipt of the deposit. The deposit is 50% of the total project cost.

4.5 On completion of the Book Concept Presentation Green Hill will issue an invoice for 30% of the initial agreed project cost. On receipt of written approval of the Final Files Green Hill will issue the remaining 20% of the initial agreed project cost.

4.6 At Green Hill's sole discretion:

- payment shall be due on delivery or phases of delivery of the Goods; or

- payment shall be due before delivery of the Goods; or
- payment for approved Clients shall be due thirty (30) or sixty (60) days following the date of invoice; or
- payment through an agreed a payment plan at the sole discretion of Green Hill.

4.7 Time for payment for the Goods shall be of the essence and will be stated on the invoice or any other forms. If no time is stated, then payment shall be due fourteen (14) days following the date of the invoice.

4.8 Payment will be made by cash, or by cheque, or by bank cheque, or by direct credit, or by any other method.

4.9 GST and other taxes and duties that may be applicable shall be added to the Price except when they are expressly included in the Price.

4.10 When proposals are based on specifications, roughs, layouts, samples or dummies or printed, typewritten or other good copy, any extra work or cost caused by any variation by the Client of his original instructions or by the manuscript copy being, in Green Hill's opinion, poorly prepared or by the Client's requirements being different from those originally submitted or described, then the cost of such variations may be charged to the Client and shown as variations on the invoice.

4.11 All work carried out whether experimentally or otherwise at the Client's request will be charged to the Client.

4.12 Any information hierarchy (headings, subheadings, dot points), breakout text, imagery, tabulated work, foreign language, included in the project but not contained in the manuscript originally submitted for the purpose of estimating may be charged to the Client and shown as variations on the invoice.

4.13 Unless otherwise agreed, the Client shall bear the cost of fonts, or colour proofs, or artwork, specially bought at its request for the works.

4.14 Editing work provided to the Client shall be deemed to be final provision of editing and not subject to additional editing revision. Additional editing is treated as a variation by the Client (see section Terms of Service 4) and any extra work or cost caused by variation by the Client of his original instructions then the cost of such variations may be charged to the Client and shown as extras on the invoice. The Editor's work must be checked and approved by the Client. If in the professional opinion of the Editor an editing action needs to be performed on the manuscript, if the Client does not understand this is an action of professional editing this can in no way be deemed an editing error through an opinion of the Client and serve as grounds for non-payment of fees. The number of edits made by the Editor shall not be a consideration in performance of editing duties - editing is performed on a fixed fee or word volume basis meaning the number of words to be reviewed by the Editor (not the number of words changed by the Editor).

4.15 Typesetting work provided to the Client shall be deemed to be final provision of typesetting and not subject to additional revisions except for small technical variations that do not affect publication layouts or document structure. Additional typesetting is treated as a variation by the Client (see section Terms of Service 4) and any extra work or cost caused by variation by the Client of their original instructions then the cost of such variations may be charged to the Client and shown as variations on the invoice (see 4.9).

5. DELIVERY OF GOODS

5.1 At Green Hill's sole discretion delivery of the Goods shall take place when:

- the Client takes possession of the Goods at Green Hill's address; or
- the Client takes possession of the Goods at the Client's nominated address (in the event that the Goods are delivered by Green Hill or Green Hill's nominated carrier); or the Client's nominated carrier takes possession of the Goods in which event the carrier shall be deemed to be the Client's agent.
- the finished goods are transmitted electronically

5.2 At Green Hill's sole discretion the costs of delivery are:

- included in the Price; or
- in addition to the Price; or
- for the Client's account.

5.3 Delivery of the Goods to a third party nominated by the Client is deemed to be delivery to the Client for the purposes of this agreement.

5.4 Green Hill may deliver the Goods by separate instalments. Each separate instalment shall be invoiced and paid in accordance with the provisions in these Terms.

5.5 The Client shall take delivery of the Goods tendered notwithstanding that the quantity so delivered shall be either greater or lesser than the quantity purchased provided that:

- such discrepancy in quantity shall not exceed five percent (5%); and
- the Price shall be adjusted pro rata to the discrepancy.

5.6 The failure of Green Hill to deliver shall not entitle either party to treat this contract as repudiated.

5.7 Green Hill shall not be liable for any loss or damage whatsoever due to failure by Green Hill to deliver the Goods (or any of them) promptly or at all, where due to circumstances beyond the control of Green Hill.

5.8 The Client shall store printed goods on delivery in a secure, appropriate temperature and humidity-controlled environment. Care must be taken to store books in a temperate environment, away from moisture and with an appropriate relative humidity. These are the requirements for storage:

- Temperature: 20-22 degrees Celsius
- Relative humidity: 40-50%.

6. RISK

6.1 If Green Hill retains ownership of the Goods nonetheless, all risk for the Goods passes to the Client on delivery or at passing to the authorised Client delivery agent.

6.2 If any of the Goods are damaged or destroyed following delivery but prior to ownership passing to the Client, Green Hill is entitled to receive all insurance proceeds payable for the Goods. The production of these Terms by Green Hill is sufficient evidence of Green Hill's rights to receive the insurance proceeds without the need for any person dealing with Green Hill to make further enquiries.

6.3 Where the Client expressly requests Green Hill to leave Goods outside Green Hill's premises for collection or to deliver the Goods to an unattended location then such Goods shall be left at the Client's sole risk, and it shall be the Client's responsibility to ensure the Goods are insured adequately or at all.

6.4 Whilst every care is taken by Green Hill to carry out the instructions of the Client, it is the Client's responsibility to undertake a final proofreading of the Goods. Green Hill shall be under no liability whatever to undertake proofreading. Should the Client's alterations require additional proofs this shall be invoiced as an extra.

6.5 While every effort will be taken by Green Hill to match the Goods to the design proof, Green Hill will take no responsibility for any variation due to substrates, half tones and/or detailed graphics between sale samples (including but not limited to virtual or physical samples) and the final product.

6.6 Green Hill shall not be held liable for inks wearing off through general wear and tear, or the deterioration in binding due to use over time.

6.7 Green Hill shall be under no liability whatsoever to the Client for any variation (beyond the reasonable control of Green Hill) in colours between the approved prototype (print sample or electronic/PDF sample) and the finished Goods.

6.8 Where the performance of any contract with the Client requires Green Hill to obtain Goods or Services from a third party, the contract between Green Hill and the Client shall incorporate and shall be subject to the conditions of supply of such Goods and Services to Green Hill, and the Client shall be liable for the cost in full including Green Hill's margin of such Goods or Services.

6.9 Green Hill is under no obligation to provide samples of Goods ordered other than by virtual (computerised) sample. Whilst every effort will be taken by Green Hill to match virtual colours with physical colours, Green Hill will take no responsibility for any variation between virtual samples and either the virtual sample displayed on the Client's computer and/or the final product. Should a physical sample be required this will be provided on request by the Client.

7. CLIENT'S PROPERTY AND MATERIAL SUPPLIED BY CLIENT

7.1 Where the Client supplies materials, adequate quantities shall be supplied to cover spoilage. Sheets and other materials shall not be counted or checked when received unless requested by the Client in writing. An additional charge may be made by Green Hill in respect of any such counting or checking requested by the Client.

7.2 In the case of property and materials left with Green Hill without specific instructions, Green Hill shall be free to dispose of them at the end of twelve months after receiving them and to accept and retain any proceeds gained from such disposal to cover Green Hill's costs in holding and handling such items.

7.3 Where materials or equipment are supplied by the Client for the provision of Services Green Hill shall accept no liability for loss or damage to the materials or equipment while in Green Hill's possession or for imperfect work caused by defects in, or the unsuitability of such materials or equipment for the works.

7.4 Any change or correction to any film, bromides, artwork and/or any printing surface supplied by the Client which is deemed necessary by Green Hill to ensure correctly finished work shall be invoiced as an extra.

8. TITLE

8.1 Green Hill and the Client agree that ownership of the Goods shall not pass until:

- the Client has paid Green Hill all amounts owing for the particular Goods; and
- the Client has met all other obligations due by the Client to Green Hill in respect of all contracts between Green Hill and the Client.

8.2 Receipt by Green Hill of any form of payment other than cash shall not be deemed to be payment until that form of payment has been honoured, cleared or recognised and until then Green Hill's ownership or rights in respect of the Goods shall continue.

8.3 It is further agreed that:

- where practicable the Goods shall be kept separate and identifiable until Green Hill shall have received payment and all other obligations of the Client are met; and
- until such time as ownership of the Goods shall pass from Green Hill to the Client Green Hill may give notice in writing to the Client to return the Goods or any of them to Green Hill. Upon such notice the rights of the Client to obtain ownership or any other interest in the Goods shall cease; and
- Green Hill shall have the right of stopping the Goods in transit whether or not delivery has been made; and
- if the Client fails to return the Goods to Green Hill, then Green Hill or Green Hill's agent may enter upon and into land and premises owned, occupied or used by the Client, or any premises as the invitee of the Client, where the Goods are situated and take possession of the Goods; and
- the Client is only a bailee of the Goods and until such time as Green Hill has received payment in full for the Goods then the Client shall hold any proceeds from the sale or disposal of the Goods, up to and including the amount the Client owes to Green Hill for the Goods, on trust for Green Hill; and
- the Client shall not deal with the money of Green Hill in any way which may be averse to Green Hill; and
- the Client shall not charge the Goods in any way nor grant nor otherwise give any interest in the Goods while they remain the property of Green Hill; and
- Green Hill can issue proceedings to recover the Price of the Goods sold notwithstanding that ownership of the Goods may not have passed to the Client; and
- until such time that ownership in the Goods passes to the Client, if the Goods are converted into other products, the parties agree that Green Hill will be the owner of the end products.

9. DEFECTS

9.1 The Client shall inspect the Goods on delivery and shall within two (2) days of delivery (time being of the essence) notify Green Hill of any alleged defect, shortage in quantity, damage or failure to comply with the description or quote.

The Client shall afford Green Hill an opportunity to inspect the Goods within a reasonable time following delivery if the Client believes the Goods are defective in any way.

If the Client shall fail to comply with these provisions the Goods shall be presumed to be free from any defect or damage.

For defective Goods, which Green Hill has agreed in writing that the Client is entitled to reject, Green Hill's liability is limited to either (at Green Hill's discretion) replacing the Goods or repairing the Goods except where the Client has acquired Goods as a consumer within the meaning of the Trade Practices Act 1974 (Cwlth) or the Fair Trading Acts of the relevant state or territories of Australia, and is therefore

also entitled to, at the consumer's discretion either a refund of the purchase price of the Goods, or repair of the Goods, or replacement of the Goods.

9.2 The Client shall store printed goods on delivery in an appropriate temperature and humidity-controlled environment. Care must be taken to store books in a temperate environment, away from moisture and with an appropriate relative humidity. These are the requirements for storage:

- Temperature: 20-22 degrees Celsius
- Relative humidity: 40-50%.

10. WARRANTY

10.1 To the extent permitted by statute, no warranty is given by Green Hill as to the quality or suitability of the Goods for any purpose and any implied warranty, is expressly excluded. Green Hill shall not be responsible for any loss or damage to the Goods, or caused by the Goods, or any part thereof however arising.

11. INTELLECTUAL PROPERTY

11.1 Where Green Hill has designed, drawn or written Goods for the Client, then the copyright in those designs and drawings and documents shall remain vested in Green Hill, and shall only be used by the Client at Green Hill's discretion.

11.2 The Client warrants that all designs or instructions to Green Hill will not cause Green Hill to infringe any right, copyright, patent, registered design or trademark in the execution of the Client's order and the Client agrees to indemnify Green Hill against any action taken by a third party against Green Hill in respect of any such infringement.

11.3 Drawings, sketches, painting, photographs, files, designs or typesetting furnished by Green Hill, dummies, models or the like devices made or procured and manipulated by Green Hill and negatives, positives, blocks, engravings, stencils, dies, plates or cylinders made from Green Hill's original design, or from a design furnished by the Client, remain the exclusive property of Green Hill unless otherwise agreed upon in writing, as per the note below:

NOTE Notwithstanding anything contained to the contrary in the Terms of Service, including, without limitation, in clauses 11.1 And 11.3, the Parties agree that upon receipt by Green Hill of the full payment in the Amount of AUD shown that all rights, title, property and beneficial interest in all work, documents, files, manuscripts, content, artwork, disks, materials, design, drawings, illustrations, instructions, sketches, paintings, photographs, typesetting, models, stencils, plates, dies, negatives, positives, blocks, engraving, concepts, recording tape and digital or media files and the goods in any format, whether paper or digital, together with any reproductions of the same and any associated Intellectual Property rights shall immediately vest in and be irrevocably transferred to the Client in perpetuity.

For the avoidance of doubt, Green Hill acknowledges and agrees to execute any such other documents as may be reasonably requested by the Client for the purpose of giving full force and effect to this transfer should the need arise at any time.

11.4 Sketches and concepts submitted by Green Hill on a experimental or speculative basis shall remain the property of Green Hill. They shall not be used for any purpose other than that nominated by Green Hill and no ideas obtained there from may be used without the consent of Green Hill. Green Hill shall be

entitled to compensation from the Client for any unauthorised use of such concepts, sketches and dummies.

11.5 Files, disks, artwork and film supplied by the Client and/or other authorised persons remain the property of the Client. Unless otherwise indicated in writing Green Hill shall assume these disks, artwork and film to be duplicate copies of the original.

11.6 Where Green Hill has designed or drawn Goods for the Client then the Client undertakes to acknowledge Green Hill's design or drawings in the event that images of the Goods are utilised in advertising or marketing material by the Client.

11.7 The Client hereby authorises Green Hill to utilise images of the Goods designed or drawn by Green Hill in advertising, marketing, or competition material by Green Hill.

12. ILLEGAL OR OFFENSIVE MATTER

12.1 Green Hill reserves the right to decline to print any content which in its opinion is or may be of a defamatory, illegal, offensive, insensitive or libellous nature or which might involve any infringement of any third-party rights or which would otherwise involve any criminal or tortious liability of any kind.

The Client agrees to indemnify Green Hill against all actions, claims, demands, costs and expenses of whatever nature which Green Hill may suffer, incur or sustain in connection with, or arising in any way whatsoever from the Goods.

13. DEFAULT AND CONSEQUENCES OF DEFAULT

13.1 Interest on overdue invoices shall accrue daily from the date when payment becomes due, until the date of payment, at a rate of two and a half percent (2.5%) per calendar month (and at Green Hill's sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment.

13.2 In the event that the Client's payment is dishonoured for any reason the Client shall be liable for any dishonour fees incurred by Green Hill.

13.3 If the Client defaults in payment of any invoice when due, the Client shall indemnify Green Hill from and against all costs and disbursements incurred by Green Hill in pursuing the debt including legal costs on a solicitor and own Client basis and Green Hill's collection agency costs.

13.4 Without prejudice to any other remedies Green Hill may have, if at any time the Client is in breach of any obligation (including those relating to payment) Green Hill may suspend or terminate the supply of Goods to the Client and any of its other obligations under the Terms. Green Hill will not be liable to the Client for any loss or damage the Client suffers because Green Hill has exercised its rights under this clause.

13.5 If any account remains overdue after thirty (30) days then an amount of the greater of twenty dollars (\$20.00) or ten percent (10%) of the amount overdue (up to a maximum of two hundred dollars (\$200.00)) shall be levied for administration fees which sum shall become immediately due and payable.

13.6 Without prejudice to Green Hill's other remedies at law, Green Hill shall be entitled to cancel all or any part of any order of the Client which remains unfulfilled and all amounts owing to Green Hill shall, whether or not due for payment, become immediately payable in the event that:

- any money payable to Green Hill becomes overdue, or in Green Hill's opinion the Client will be unable to meet its payments as they fall due; or
- the Client becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or
- a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Client or any asset of the Client.

14. SECURITY AND CHARGE

14.1 Despite anything to the contrary contained herein or any other rights which Green Hill may have howsoever:

- where the Client and/or the Guarantor (if any) is the owner of land, realty or any other asset capable of being charged, both the Client and/or the Guarantor agree to mortgage and/or charge all of their joint and/or several interest in the said land, realty or any other asset to Green Hill or Green Hill's nominee to secure all amounts and other monetary obligations payable under these Terms. The Client and/or the Guarantor acknowledge and agree that Green Hill (or Green Hill's nominee) shall be entitled to lodge where appropriate a caveat, which caveat shall be withdrawn once all payments and other monetary obligations payable hereunder have been met.
- should Green Hill elect to proceed in any manner in accordance with this clause and/or its sub-clauses, the Client and/or Guarantor shall indemnify Green Hill from and against all Green Hill's costs and disbursements including legal costs on a solicitor and own Client basis.
- the Client and/or the Guarantor (if any) agree to irrevocably nominate constitute and appoint Green Hill or Green Hill's nominee as the Client's and/ or Guarantor's true and lawful attorney to perform all necessary acts to give effect to the provisions of this clause 14.1.

15. CANCELLATION

15.1 Green Hill may cancel any contract to which these Terms apply or cancel delivery of Goods at any time before the Goods are delivered by giving written notice to the Client. On giving such notice Green Hill shall repay to the Client any sums paid in respect of the Price. Green Hill shall not be liable for any loss or damage whatsoever arising from such cancellation.

15.2 In the event that the Client cancels delivery of Goods the Client shall be liable for any loss incurred by Green Hill (including, but not limited to, any loss of profits) up to the time of cancellation

15.3 Cancellation of orders for Goods made to the Client's specifications or non-stocklist items will definitely not be accepted, once production has commenced.

16. PRIVACY ACT 1988

16.1 The Client and/or the Guarantor/s agree for Green Hill to obtain from a credit reporting agency a credit report containing personal credit information about the Client and Guarantor/s in relation to credit provided by Green Hill.

16.2 The Client and/or the Guarantor/s agree that Green Hill may exchange information about the Client and the Guarantor/s with those credit providers either named as trade referees by the Client or named in a consumer credit report issued by a credit reporting agency for the following purposes:

- to assess an application by Client; and/or
- to notify other credit providers of a default by the Client; and/or
- to exchange information with other credit providers as to the status of this credit account, where the Client is in default with other credit providers; and/or
- to assess the credit worthiness of Client and/or Guarantor/s.

16.3 The Client consents to Green Hill being given a consumer credit report to collect overdue payment on commercial credit (Section 18K(1)(h) Privacy Act 1988).

16.4 The Client agrees that personal credit information provided may be used and retained by Green Hill for the following purposes and for other purposes as shall be agreed between the Client and Green Hill or required by law from time to time:

- provision of Goods; and/or
- marketing of Goods by Green Hill, its agents or distributors in relation to the Goods; and/or
- analysing, verifying and/or checking the Client's credit, payment and/or status in relation to provision of Goods; and/or
- processing of any payment instructions, direct debit facilities and/or credit facilities requested by Client; and/or
- enabling the daily operation of Client's account and/or the collection of amounts outstanding in the Client's account in relation to the Goods.

16.5 Green Hill may give information about the Client to a credit reporting agency for the following purposes:

- to obtain a consumer credit report about the Client; and/or
- allow the credit reporting agency to create or maintain a credit information file containing information about the Client.

17. GENERAL

17.1 If any provision of these Terms shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.

17.2 These Terms and any contract to which they apply shall be governed by the laws of South Australia and are subject to the jurisdiction of the courts of South Australia.

17.3 Green Hill shall be under no liability whatsoever to the Client for any indirect and/or consequential loss and/or expense (including loss of profit) suffered by the Client arising out of a breach by Green Hill of these Terms.

17.4 In the event of any breach of this contract by Green Hill the remedies of the Client shall be limited to damages which under no circumstances shall exceed the Price of the Goods.

17.5 The Client shall not be entitled to set off against, or deduct from the Price, any sums owed or claimed to be owed to the Client by Green Hill nor to withhold payment of any invoice because part of that invoice is in dispute.

17.6 Green Hill may license or sub-contract all or any part of its rights and obligations without the Client's consent.

17.7 The Client agrees that Green Hill may review these Terms at any time. If, following any such review, there is to be any change to these Terms, then that change will take effect from the date on which Green Hill notifies the Client of such change.

17.8 Neither party shall be liable for any default due to any so called “act of god”, war, terrorism, strike, lock-out, industrial action, fire, flood, storm epidemic, pandemic or other event beyond the reasonable control of either party.

17.9 The failure by Green Hill to enforce any provision of these Terms shall not be treated as a waiver of that provision, nor shall it affect Green Hill’s right to subsequently enforce that provision.