

Written Proposals

We advise our members to always provide written proposals to your clients. While writing a proposal may seem like a challenging task, you will benefit from the exercise in many ways:

- **your clients will perceive you as professional** – any client who wants to do business without something in writing should be informed it is standard professional practice, in keeping with the AGDA Code of Ethics
- **you will have legal protection** in the event that there is a dispute between yourself and the client – it is not unlike backing up your files, ie. the first time you actually need it makes it all worthwhile
- **project management will be easier** – because proposal template encourages you to identify and allocate time to each stage of the project, it will be easier to keep track of project progress
- **your verbal communication skills will improve** – verbal communication is the way you communicate with your clients, so ‘practice makes perfect.’

How to use this template

1. **Read through the entire document carefully** – in particular, spend time on the Terms & Conditions as they reflect only *one* way of working. You need to think about your preferred working style and add/delete/change clauses to suit. Work in conjunction with a solicitor when you do this. Instruct them to stick to ‘plain English’ so that you can explain the clauses to your clients easily.
2. Decide which parts make sense for you to include in your own proposals
3. Copy and modify the text from the sections you have decided to use, and then save your new document in ‘Stationery’ format.
5. For each new project, open your Template, use ‘Find & Replace’ to insert your client's actual name everywhere *<the client>* exists. All template items that are formatted as *<item>* should be replaced with the actual information.

Tip Don't be afraid to re-use previous proposals, especially if you are dealing with a similar project or the same client. The only part that must be updated each time is the *Project Purpose* as it should reflect the unique position and requirements of your client.

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Draft Cover Letter

Client Name

Title

Company Name

Address1

Address2

Dear *<the client>*

Further to our meeting *<last meeting date>* regarding the development of *<project name>*, I have prepared for your reference a submission setting out;

- 1 an outline of work to be undertaken
- 2 an estimate of the time and our fees needed to complete this work
- 3 the terms and conditions of our consultancy for this work

I trust this information will be adequate for your purposes.

Should you have any queries regarding any of the above, please feel free to call me.

Yours Sincerely

<your name>

Outline of work

Purpose

The purpose of <project name> is to ... <statement of marketing or business purpose>

Among the key issues that we will need to take into account in developing a successful solution are <critical considerations>

Therefore, your design solution will <design conclusion>

Stages of work

Design and Presentation dummy

This entails research, reference preparation and client liaison, design development and the preparation of a full size colour dummy of the complete design proposal incorporating current draft text (if available).

Working dummies

These are similar to the Presentation dummy except they are rendered completely in b/w, with positional scans of photographs and illustrations. Working dummies are generated on the basis of copy drafts and photographic/illustration releases, so that the client can sight (before finished artwork stage) exactly how the copy and images will work – there is no limit on the number of working dummies that will be generated. A cover is not generally included for the working dummies.

Photographic/Illustration art direction

This stage covers all liaison and creative work done in conjunction with the photographer or illustrator, including a report outlining the concept and general treatment for each photographic or illustration subject.

Finished art

Once the client has signed off on the final working dummy, finished art laserprints are prepared for signature by the client. All artwork corrections and/or authors corrections required will be completed before final sign-off.

Print supervision

This stage includes the preparation of film and print production specifications, procurement of quotes, printer and film maker liaison, proof checking and press checking.

Items to be produced

Item 1 – <Description of item>

Eg. Corporate profile brochure

Specifications

Format and size	???
No. pages	???
Colours	???
Photography/illustration	???

Item 2 – as above, etc.

Time and cost estimate

Calendar time required to complete all items specified to presentation stage (ready to be approved by the client):	3 weeks
Calendar time required to complete all items specified to finished art stage (ready to be printed):	3 weeks
Initial design consultancy fee (covering concept work, visuals and samples):	\$ 2000.00
Cost of designing and producing all specified items, (includes <i>all</i> expenses and material costs):	\$ 3348.00

The initial consultancy fee is payable from acceptance of this submission and will be invoiced immediately.

None of the above cost estimates cover any photography, illustration or print production (film, plates and printing) costs of this project. The procurement of quotes for these costs is included in our fees but we recommend all responsibility for invoices be accepted direct by you as we charge 10% commission on gross costs of any external work we are asked to pay for.

Terms and conditions

Commencement of work

<the client> agrees to provide written approval of this submission before any work is commenced, as a Letter of Agreement between <the client> and <the studio> concerning the work outlined in this submission.

Payment

<the client> agrees to pay the invoiced amount within <specify weeks or days> of receipt of an invoice. If the work time exceeds 4 calendar weeks in duration, <the client> agrees to payment by calendar monthly invoices based on the work done to date.

Design samples

<the client> agrees to supply for free, in addition to fees for service, any number up to 10 of printed samples of every item produced for <the client> by <the studio> during the course of this project (quantity to be specified by us).

Fees for service

It is agreed that the fee for service shall be the cost estimates provided on page <estimates page no.> of this submission, unless work undertaken exceeds work outlined. If work undertaken exceeds the items specified on page <specified items page no.> of this submission, <the client> agrees to pay appropriate fees for the excess work.

Excess work

This is defined as any work involving additions to the list of items on page <specified items page no.> or changes to all pieces of finished artwork after sign off by an authorised representative of <the client>.

Liability regarding work and materials provided

It is agreed that all work and materials provided for <the client> by <the studio> will be free and clear of all liens and encumbrances and may be lawfully used by <the client> without infringing upon the rights of others including, and without limiting the generality of the foregoing, any copyright trade secret patent or trade mark rights of any third party.

Copyright

It is agreed that <the client> will have the exclusive right to retain and reproduce any artwork, manuals, information, material reports and other output which is produced from the performance of the work outlined in this submission on page <outline of work page no.>. It is agreed that <the studio> hereby assign to <the client>, upon written confirmation of this submission, all rights title and interest in the future copyright of any artwork, manuals, information, material reports and other output which is produced, extended or modified during the performance of the work outlined on page <outline of work page no.>. This granting of copyright does not extend to the use of design proposals submitted but not approved by <the client> for the work outlined on page <outline of work page no.>.

Terms and conditions continued

Confidentiality

It is agreed that employees of <the studio> shall not at any time either during the continuance of the work outlined or thereafter, except in the course of their duties, divulge any of the confidential affairs of <the client> or any of its clients or associated companies to anyone whatsoever without the previous consent in writing of <the client>.

Litigation

It is agreed that <the studio> indemnify and hold <the client> harmless from and against all claims for injury or death to persons or damage to property (including cost of litigation and legal fees) caused by, arising from or incidental to the services to be performed during the performance of the work outlined, except any such claims which are caused by the negligence of <the client> or its employees, and it is agreed that we shall notify <the client> in writing of full details of any such claim.

Amendments to these Terms and Conditions

All and any amendments to the terms and conditions outlined in this submission must be provided in writing by <the client> and signed by an authorised representative of <the studio> prior to the commencement of work outlined in this submission.

Source

Andrew Lam-Po-Tang, developed from the written proposal template used by Lam-Po-Tang & Co, for use in a NSW Nuts & Bolts presentation on Proposal Writing in 1994. This material is only intended to be a useful reference for AGDA members and does not constitute a definitive guide or recommendation.

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