

# SCREATIVE STUDIO / terms of use

## Definitions

- 'SCreative' means Sylvia Faasse, trading as SCreative.
- 'Client' means the person/s or company specified in the quotation, who engages graphic design, web design and related design services from SCreative.
- 'Quotation' means the design quotation and acceptance document and/or e-mail provided to each client, which forms the request and acceptance of services from SCreative.
- 'Project' means the scope and purpose of the client's identified usage of the work product, as described in the quotation, and is used to describe a service provided by SCreative.
- 'Service' and 'Services' means all services and the work product to be provided to the client by SCreative, as described and otherwise further defined in the quotation.
- 'Deliverables' means the services and work specified in the quotation, to be delivered by SCreative to the client, in the form and media specified in the quotation.

## Quotations

- All quotations are free and are valid for 14 days from date of issue. Quotations not accepted within the time identified may be subject to amendment. All quoted prices are either in Euros or Australian Dollars.
- Third party costs, such as those of offset and digital printing, and sub-contractor fees, are not determined by SCreative, and may change without notice.
- Any additional work required which is outside the original scope and not provided for in the original quotation, is charged accordingly at SCreative's current hourly rate.
- SCreative reserves the right to revise its tariffs without prior notification.

## Invoicing & payment

- An invoice will be issued to the client for all work to be completed by SCreative. All invoices are payable within 7 calendar days of date of issue, unless otherwise agreed.
- SCreative requires an up-front 50% deposit prior to commencing all design projects. Work on the project will begin once the 50% deposit has been received.
- Payment is required in full prior to releasing final high resolution digital files, and/or supplying files for offset or digital printing and websites.
- All third party and sub-contractor costs (eg. offset and digital printing) must be paid in full by the client before the third party work can commence.
- Payment is required for all work submitted to the client by SCreative, even if the deliverables are ultimately not used by the client.
- Direct deposit is SCreative's preferred method of payment, other payment methods may be available upon request.
- International clients can make payment via PayPal and/or Transferwise, and are required to make payment in full prior to any project commencement.
- A monthly service charge of 1.5 percent (or the greatest amount allowed by law) is payable on all overdue balances. The client is responsible for all debt collection fees, legal fees and court fees necessitated by lateness or default in payment.



### **Confidential information**

- SCreative and the client both acknowledge that during business dealings they may receive certain confidential information and materials of the other party. Each party, including its agents and employees, agrees to hold and maintain in strict confidence all confidential information, shall not disclose confidential information to any third party, and shall not use any confidential information except as may be necessary to perform its obligations under the quotation, and as may be required by a court or governmental authority.
- Confidential information does not include any information that is in the public domain or becomes publicly known through no fault of the receiving party, or is otherwise properly received from a third party without an obligation of confidentiality.

### **Proofing, testing & approval**

- All concepts created by SCreative are presented in draft format. High resolution files are released once full payment is received.
- SCreative exercises all commercially reasonable efforts to proof and test deliverables prior to presentation. All concepts presented by SCreative are created to the very best of SCreative's ability and knowledge.
- SCreative has a large library of stock samples, printed colour swatch samples, and coated stock samples available for the client to view, to assist in visualising the final design and printed product.
- Every effort possible is made by SCreative to meet required deadlines. SCreative will not be liable or held responsible for any deadlines not met, or any costs incurred as a result, due to circumstances beyond SCreative's control, such as illness, injury, force majeure, client delay, or third-party or sub-contractor turnaround times.
- Any and all corrections, changes or amendments to a project must be provided to SCreative in writing, preferable by e-mail. Final approval of art must also be provided to SCreative in writing before any work is released – verbal approvals cannot be accepted.
- Whilst all care is taken by SCreative in producing proofs, it is understood that the client assumes and accepts liability for any and all errors not corrected. The client is responsible for proof reading and identifying any errors or omissions, prior to final approval. Should the client request a project reprint, the client is solely responsible for payment of all associated costs. SCreative cannot issue credit or refunds.

### **Author's corrections & changes**

- Each quotation allows the client two rounds of minor revisions to their project. The client is encouraged to be concise in nominating their changes, so as to minimise turnaround times by all parties. Any revisions or author's corrections not provided for in the quotation, and not nominated in the two rounds of minor revisions, are charged at SCreative's current hourly rate.
- If the client requests author's corrections or changes that amount to revision in (or near) excess of 100% of the time required to produce the deliverables, SCreative will notify the client, and submit to them an additional quotation. Such substantial revisions will be charged accordingly at SCreative's current hourly rate. Should the client choose not to proceed with further concepts, an invoice will be issued for work completed up to that date.



### Supply of files

- Files provided by the client to SCreative for use in high quality print reproduction, must be supplied as CMYK and at a minimum resolution of 300dpi at actual size. Additional charges may apply where SCreative is required to manipulate and convert client supplied files, to ensure they are press-ready.
- SCreative supplies files to print companies and other third parties for high quality reproduction, at a minimum of 300dpi at actual size, or as high resolution PDF's, and as per their required specifications.
- Once final payment is received from the client for completed logo design work, SCreative will supply the logo to the client in four (4) print and web ready formats, being EPS, AI, JPEG, and PNG. Any additional formats required must be requested by the client prior to project completion, and may attract additional costs.
- Upon project completion, SCreative securely backs up and stores all associated files. Should the client request the supply of any files more than 30 days after project completion, a small retrieval fee may be incurred.
- Artwork and files required to be burnt to disc incur a fee of \$25 per disc, to cover time and consumables.

### Use of images

- SCreative thoroughly checks all images supplied, and provides advice to the client regarding reproduction quality, colour and stock. The client accepts that MEDIA-S is not responsible for any client supplied images that do not print as expected.
- Some projects will require the use of professional stock photography. Professional stock photography attracts an additional cost which is payable by the client, in order to legally reproduce and make use of the images, without breaching copyright laws.

### Incomplete & cancelled projects

- The client, within 14 calendar days of receipt of each proof, shall notify SCreative of any corrections, changes or amendments the client wishes made to such proof/s, or of final proof approval.
- Should the client fail to contact SCreative within 14 calendar days of receipt of proof/s, and notify SCreative of any corrections, changes or amendments, or of final proof approval, SCreative reserves the right to consider the project finalised, and issue an invoice for payment of work completed.
- Any work still in progress after 60 calendar days will be invoiced up to that stage, and payment is required prior to continuation of the project.
- In the event of a project termination by either party, SCreative will issue an invoice for all work completed up to the date of cancellation, and payment of this invoice is required by the client.

### Additional costs

- SCreative does not charge a call out fee, and one (1) initial on-site meeting to discuss your project brief is included in the project price. Further on-site consultations are charged at SCreative's current hourly rate, travel time for further on-site consultations may also be calculated as an additional cost.
- The quotation pricing includes SCreative's fee only. Any and all third party costs will be invoiced to the client, unless specifically otherwise provided for in the quotation. Such outside costs include, but are not limited to, postage and packaging, freight and shipping, courier fees, high resolution proofs from chosen offset printer, offset printing, digital printing, photocopies, artwork burnt to disk, subcontractor's costs and fees, stock photography, photography and or artwork



licenses, online access or hosting fees, parking fees, tolls, taxi fares and public transportation fares.

- The client understands that some additional costs may require an up-front payment, such as offset printing, and that in such cases work cannot commence until the up-front payment funds have cleared.

### **Copyright & rights to final art**

- Upon signed approval and completion of the services, and on whole payment of all fees, costs and expenses due, SCreative assigns to the client all copyright, replication and other intellectual property rights regarding that specific project.
- In the event of a project cancellation, all artwork, ownership, copyright, replication and other intellectual property rights associated with that specific project are retained by SCreative.
- SCreative reserves the right to submit any unused presented concepts to subsequent clients.
- All images published and displayed in SCreative's portfolios and website (and in design periodicals and other media or exhibits) are the property of SCreative. Images must not be taken, reproduced, printed or otherwise disseminated without the express written permission of SCreative.

### **Design accreditation/promotion**

- SCreative retains the right to publish and display any client projects in SCreative's portfolios and website (and in design periodicals and other media or exhibits), for the purposes of recognition, marketing or professional advancement, and to be credited with design of the project in connection with such uses.
- Either party, subject to the other's reasonable approval, may describe its role and services provided in relation to the project on its website and in other promotional materials.
- The client permits SCreative to credit design work on any websites created by SCreative, if SCreative chooses to.

### **Offset & digital printing**

- Hard copy and PDF proofs produced by SCreative are not calibrated to offset and digital presses, and while a close match, they are not entirely colour accurate. However, SCreative has a large library of stock samples, printed colour swatch samples, and coated stock samples available for the client to view, to assist in visualising the final design and printed product.
- Colour accuracy is best determined at the chosen print company, by the production of pre-press calibrated high resolution proofs. Depending upon the print company, such colour-accurate hard copy proofs may attract an additional cost, prices are available upon request.
- Due to variations in computer settings, on-screen colour proofing may differ between monitors and devices, and can differ from the final printed result. The client acknowledges that on-screen proofing is not an accurate representation of the final printed project, and that SCreative is not responsible for any colour variations that may occur between on-screen proofs and the final printed outcome.
- SCreative will happily press-check projects where feasible and where requested, to help ensure consistency and the best possible printed outcome. The client accepts that SCreative is not responsible for any print inaccuracies arising where the client utilises a print company of their choice, and the printing is not overseen by SCreative.



## Web Design and Development

- SCreative uses the latest software (Adobe, Sketch, Wordpress, Squarespace, Webflow) and products to design, test, develop and maintain websites, and can easily supply final files to a web hosting developer or provider of the client's choice. SCreative is in no way liable or responsible for any technical anomalies (or any associated costs) that may arise once the files are uploaded to a third-party website host, or are released to the client's chosen web hosting developer or provider.
- All websites created by SCreative are done so on a local server, and working versions are able to be viewed by the client whilst under construction. Payment is required in full prior to websites being published live, or being released to a third party hosting provider.

