

Hello!

THANKS FOR TAKING THE
TIME TO READ AND ACCEPT
THESE CONDITIONS. I AM ALL
ABOUT MAKING PROJECTS
HASSLE-FREE, FUN AND
PROFESSIONAL SO IT IS
GOOD FOR BOTH PARTIES TO
UNDERSTAND OUR ROLES,
NOW AND IN THE FUTURE.

THE CONDITIONS

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TERMS - SERVICE

1. DEFINITIONS

- **“Client”**: A business or individual engaging Shona Creative.
- **“Shona Creative”**: means Shona Maitland trading as Shona Creative (ABN 52 585 799 165).
- **“Quote”, “Quotation”, “Estimate”**: An estimate of the Project’s total price once completed.
- **“Project”**: The services provided from Shona Creative to the Client.
- **“Supply”**: Information or goods given either verbally, written or digitally.
- **“Third Party”**: Any goods or services used from another individual or business. Including but not limited to: stock photography, domain registration, web hosting, fonts, professional printing, delivery fees, insurance or contractors.

2. QUOTATIONS / ESTIMATES

- Are in Australian Dollars and valid for 28 days.
- Are based on initial information supplied by the Client. These estimates are liable to change even after the Client makes a deposit; if artwork, text, or other design specifications are amended by the Client.
- May not include Third Party expenses or GST.

3. RATES AND PAYMENT

- A deposit amount equal to or approximately 50% of the Project’s Estimate may be requested prior to commencement of the Project. This is nonrefundable.
- If a Project continues over its estimated time, the duration taken to complete the Project will be Quoted as additional cost.
- Any payments to a Third Party are nonrefundable.
- Once a Project has been completed by Shona Creative and approved by the Client the final invoice balance is then due. Withholding payment will result in debt collection or legal action if necessary, and all costs and expenses are chargeable to the Client.
- Once full payment is received for a Project, it is assumed that the Project has been completed to the Client’s satisfaction and no refunds can be made.

4. LATE PAYMENT

- Payment of invoices are due within 14 days. A penalty of 5% of the outstanding amount will be charged on the 15th day from issue and every 7 days ongoing. Failure to pay invoices within the specified time, may result in debt collection procedures or legal actions being initiated at the Client’s additional expense.
- Whilst any payment remains outstanding, Shona Creative shall be entitled to withhold provision of any goods or services it would otherwise be obliged to provide under the agreement.

5. COPYRIGHT AND TRANSFER RIGHTS OF WORK

- There is no transfer or assignment of copyright pursuant unless authorised in writing by Shona Creative.
- Upon payment of invoices, the Client is permitted and licensed to use any goods and/or Project supplied by Shona Creative for purpose for which it was supplied. The Client is not permitted to make derivative works based on goods supplied by Shona Creative without prior written consent with Shona Creative.
- Any Third Party elements involved in a Project’s creation always remain the property of their respective owners.
- The Client has no rights to use any preliminary concepts without prior written consent by Shona Creative.
- Logo Projects do not include trademark research. ATMOSS, an IP Lawyer or a relevant copyright institution must be consulted before representing your brand to prevent copyright infringement.

6. DEADLINES AND PRIORITY OR RUSH PROJECTS

- The Client agrees to make available as soon as is reasonably possible to Shona Creative all materials required to complete the Project to the agreed standard and within the set deadline. Shona Creative will not be held liable for a Client’s or Third Party’s failure to provide materials requested by Shona Creative if it results in a missed deadline.
- Any work requested as a rush delivery is made priority before other Projects. For this reason, the Project will incur a priority surcharge of up to 50% of the total invoice.
- Although great measures are taken to produce the work properly, Shona Creative will not be held responsible for errors in rush Projects and will not be liable for costs incurred, compensation or loss of earnings due to the failure to meet agreed deadlines.

7. REJECTION OR CANCELLATION OF PROJECT

- Cancellations by the Client must be made in writing by email to Shona Creative before an invoice deposit has been made. Once the deposit has been made it is deemed as nonrefundable.
- If the Client observes any nonconformance with the design plan prior to completion of the Project, Shona Creative must be notified with 5 days. Rejection of a completed Project will result in forfeiture of the initial deposit and the final balance of payment is then due to cover all time and materials used.
- If the Client stops contacting Shona Creative by any means for a period up to 30 days then the Project is automatically deemed closed with no refund. If the Client wishes to progress the Project after this time and the Project is accepted by Shona Creative then a new Quote will be arranged.
- Shona Creative will use best efforts to deliver goods and/or Project within the estimated delivery time period. Delay or cancellation may occur for any reason.

8. PROCESS, COMPLETION AND DELIVERY OF PROJECT

- Face-to-face meetings are not available. All Projects will be processed via correspondence through telephone, e-mail and post.
- Project files are supplied as complete, uneditable files. They will not be supplied as an editable format unless specifically requested at the time of Quotation. Costs for purchase of editable file will incur an additional fee of 50% of total invoice. Fonts will not be supplied due to Third Party copyright. Shona Creative reserves the right to refuse the Supply of any editable files.
- Any delay to the Project shall entitle the completion/delivery date to be extended by the time equivalent to the period of such delay.
- Digital Project files will be delivered by email either as an attachment, or using an external download link. Printed Projects will be posted straight from the printer involved.
- After the Project has been delivered, Shona Creative shall not be liable for any loss if the files are misplaced, damaged, changed or otherwise.

9. THIRD PARTY RIGHTS & LIABILITY LIMITATIONS

- Shona Creative is not responsible for any artwork or file that does not print as assumed quality.
- Prices may change at any time at Third-Party’s sole discretion.
- Colours may appear differently between screen and print production, therefore the Client agrees that any digital proof is not an accurate representation of the final Project. Shona Creative is not responsible for CMYK colours varying between professional printers.
- If professional printing is required then Shona Creative will not be held responsible for errors in a final product caused by any of the following reasons: misspelling, grammar, punctuation, graphic quality, wrong cut, incorrect or missing folds, finished product size, colour discrepancies or packaging damages.
- Shona Creative is exempt from responsibility for any copyright infringements caused by materials submitted by or for the Client.
- Under no circumstances, is Shona Creative liable for any damage arising from: delivery delays; intellectual property rights infringement; acts of negligence; or actions/inactions of Third Party subcontractors to Shona Creative.

17. ACCEPTANCE OF AGREEMENT

- By beginning a project with Shona Creative (ABN: 52 585 799 165), you hereby accept the above prices, specifications and conditions. Shona Creative and its representatives are then authorised to execute the workload as outlined in this agreement.

18. REVISIONS TO THIS POLICY

- These terms may be updated and amended and the Client agrees that the latest version of these Terms applies.