

Creative District | TERMS & CONDITIONS

2015

As of 1st January 2015





GENERAL

These Terms & Conditions override any previous Terms & Conditions distributed in any form by Creative District. Creative District reserves the right to change any rates and any of the Terms & Conditions at any time and without prior notice.

PROJECT ESTIMATE OR QUOTATION

Creative District will provide the client with a written estimate or quotation for the proposed design service.

This copy of the estimate or quotation is to be signed and dated by the client indicating acceptance and should be returned to Creative District via email to design@createdistrict.com.au. Work will not commence on the proposed project until the signed document has been received by Creative District. A confirmation email will be sent to the client.

ACCEPTANCE OF QUOTATION AND TERMS & CONDITIONS

The placement of an order for design and/or any other services offered by Creative District and validated by the client's signature on the estimate or quotation, constitutes acceptance of the estimates or quotation and agreement to comply fully with all the Terms & Conditions and forms a Contract for Business between the signatory and Creative District.

The following Terms & Conditions of Service apply to all artwork, graphic design, print, web development and services provided by Creative District. The Terms & Conditions are supplied with every quote and must be signed before commencement of work to ensure the client fully understands all responsibilities before continuing any services with Creative District. The client is encouraged to contact and discuss any queries or concerns they may have before accepting them.

All design work is carried out by Creative District on the understanding that the client has agreed to abide by Creative District's Terms & Conditions.

DESIGN FEES

At the time of the client's signed acceptance of the estimate or quotation, indicating acceptance of the Terms & Conditions, a nonrefundable deposit of 25% of the quoted fee will become immediately due. This invoice will be sent along with a confirmation email. Work on the project will not commence until Creative District has received this amount. Once payment has been received, a confirmation email will be sent to the client.

PAYMENT OUTLINE

The client agrees to pay:



ALL design concepts will be submitted to the client as an image in a PDF Document via email. Payments can only be made by electronic funds transfer. These details will be provided on the tax invoice.

CHARGES FOR OTHER SERVICES

Charges for any additional services over and above the estimated design, will become fully payable at the time of project acceptance.

PRINTING PAYMENT

Artwork being sent to print, MUST be paid in full prior to the release of the files to the printer.

DEFAULT

An account will be considered in default if it remains unpaid for 30 days from the date of invoice. The client will receive a final notice requiring an immediate payment within 14 days. If payment is not resolved after the 14 day expiry, the account will incur an extra charge of 2% per week of any outstanding amount. Creative District is also entitled to remove Creative District's and/or the client's material from any and all computer systems and servers, until any amount overdue has been fully paid.

Removal of such materials does not relieve the client of its obligation to pay the due amount. Clients whose accounts are in default agree to pay Creative District reasonable legal expenses and third party collection agency fees in the enforcement of these Terms & Conditions.

DESIGN PROJECT DURATION

Any indication given by Creative District of a design project's duration or deadline, should be used as an estimation only by the client. Creative District cannot be held responsible for any project over-runs, whatever the cause. Estimated project duration should be deemed from the date in which cleared funds of the deposit are received by Creative District.



CLIENT RESPONSE TIME

The client will have 30 days to respond to each draft/concept submitted by Creative District. If the client has failed to respond after 30 days, Creative District will deem the project complete or cancel the project, archiving any files and removing the project from the Creative District server. At such time, Creative District will have no further obligations to the client, and the client must pay Creative District all outstanding fees and expenses associated with the work performed to date.

APPROVAL OF FINAL ARTWORK OR WEBSITE DEVELOPMENT

Creative District considers the design project complete upon receipt of the client's sign off. Other services such as printing, website uploading, publishing etc either contracted on the clients behalf constitute a separate project and can be treated as a separate charge.

While Creative District takes care to avoid errors, Creative District accepts no responsibility for typographical errors, spelling mistakes, or incorrect information on any project committed to print or production. It is the client's responsibility to proof read and approve all artwork prior to their release for printing, implementation or installation. No refunds or reprints are given after a final approved design has gone to print.

COPYRIGHTS & TRADEMARKS

Copyright of all graphic design work is retained by Creative District including copy, concepts, ideas, proofs and illustrations (unless specifically released in writing) until after all invoices have been finalised.

If multiple design concepts are submitted, only one concept is deemed to be given by Creative District as fulfilling the contract. All other artwork designs remain the property of Creative District, unless agreed in writing.

By supplying text, images and other data to Creative District for inclusion in the customer's brochure or other medium, the client declares that it holds the appropriate copyright and/or trademark permissions. The ownership of such materials will remain with the client, or rightful copyright or trademark owner.

Concept/draft images created by Creative District will be watermarked, and as such are protected by Copyright Law. These watermarks, however, will not be present in final approved artwork to the client. Concept/draft images are for feedback only and may not be used for any purposes other than viewing. They may not be copied, edited or distributed to any other person or company, other than those directly in negotiation with Creative District without prior permission from Creative District.

The client may request in writing from Creative District, the necessary permission to use materials (for which Creative District holds the copyright) in forms other than for which it was originally supplied, and Creative District may, at it's discretion, grant this. Such permission must be obtained in writing before it will allow any of the aforesaid artwork, images, text, or other data to be used. Creative District reserves the right to charge fees to additional useage.

By supplying images, text, or any other data to Creative District, the client grants Creative District permission to use this material freely in the pursuit of the design and to utilise the designs in Creative District's portfolio unless agreed otherwise.

Should Creative District, or the client supply an image, text, audio clip or any other file for use in a website, multimedia presentation, print item, exhibition, advertisement or any other medium believing it to be copyright and royalty free, which subsequently emerges to have such copyright and royalty usage limitations, the client will agree to allow Creative District to remove and/or replace the file.

The client agrees to fully indemnify and hold Creative District free from harm in any and all claims resulting from the client in not having obtained all the required copyright, and/or any other necessary permissions.

ALTERATIONS

The client agrees that changes required over and above the estimated work or required to be carried out after acceptance of the draft design will be liable to a separate charge. This is defined as any work involving additions to the list of items defined in the Project Proposal or changes to all pieces of finished artwork after sign off by the client.

The client will be informed that the alterations or changes requested fall outside the scope of the original estimate. If the client wishes these alterations to be made they must agree in writing, and a fee of \$40.00 (+ GST if applicable) per hour will be charged.

Should additional design, not initially quoted for, be requested during the design process, a progress payment will be payable prior to further work being carried out. Otherwise, all additional costs will be added to the final invoice, payable prior to delivery of design files.

The client also agrees that Creative District holds no responsibility for any amendments made by any third party, before or after a design is published.



LICENSING

Any design, copywriting, drawing, idea or code created for the client by Creative District, or any of its contractors, is licensed for use by the client on a one-time only basis and may not be modified, re-used, or re-distributed in any way or form without the express written consent of Creative District and any of its relevant sub-contractors.

All design work, where there is a risk that another party may make a claim, should be registered by the client with the appropriate authorities prior to publishing or first use or searches and legal advice sought as to its use. Creative District will not be held responsible for any and all damages resulting from such claims. Creative District is not responsible for any loss, or consequential loss, non-delivery of products or services, or whatever cause. The customer agrees not to hold Creative District responsible for any such loss or damage. Any claim against Creative District shall be limited to the relevant fee(s) paid by the client.

DATA FORMATS

The client agrees to Creative District's definition of acceptable means of supplying data to the company.

Text is to be supplied to Creative District in electronic format as standard text (.txt), MS Word (.doc) on CD-ROM, or via email.

Images which are supplied in an electronic format, are to be provided in a format as prescribed by Creative District via CD-ROM, or electronic data format. Images must be of a quality suitable for use without any subsequent image processing, and Creative District will not be held responsible for any image quality which the client later deems to be unacceptable. Creative District cannot be held responsible for the quality of any images which the client wished to be scanned from printed materials.

Additional expenses may be incurred for any necessary action, including, but not limited to, photography and art direction, photography searches, media conversion, digital image processing, or data entry services.

PRINT RETURNS & REFUNDS

It is agreed that Creative District is not responsible or held liable for any errors contained in the final product after the final product has been approved by the client, (approval must be given in writing and can be sent via email), committed to print or posted in view of the public. Creative District will not be held responsible for and changes or amendment made after approval. It is the sole responsibility of the client to notify Creative District of any such errors during the revision cycle and before the final files have been generated.

In the event of a need to reprint due to errors in content, the client must inform Creative District within 3 days of product acceptance, and must return the product (at the cost of the client) within 10 days of acceptance for assessment.

As with all print projects, payment for re-printed project MUST be prepaid.

PRINTING - COLOUR VARIATIONS

With all printing there may be some colour variations from electronic visual representations of artwork and previous orders to the final printed artworks. This is due to the nature of CMYK printing and bulk-run printing systems. Creative District holds no responsibility for these colour variations. There will be no reprints at the expense of Creative District.

WEBSITE DEVELOPMENT

Throughout the website production stage and before finalisation, Creative District will send the client a link to their developing site, where they have the opportunity to review the resulting work. Creative District will make one set of minor changes at no extra cost within 14 days of the start of the review period. Minor changes include small textual changes of content on the page. It does not include changes to images, colour schemes or any navigation features. Any minor changes must be notified via email to design@creativedistrict.com.au.

Creative District will consider that the client has accepted the original draft, if no notification of changes is received in writing from the client, within 14 days of the start of the review period.

In the case of e-commerce sites, Creative District provides a 'How-to-Guide' document to the client for the ongoing self-maintenance of their web design project prior to handing over the web design project.

WEBSITE HOSTING ACCOUNTS

The client agrees that they may need to provide passwords and usernames to access domain and web hosting services that may already be established, in order to upload or edit an existing website. Complete privacy is assured, no username and passwords will ever be used for any purpose other than that it was supplied for, and only with the permission of the client.

Graphics, scripts and code designed, modified or provided by Creative District, for any website, cannot be used by any future designer/developers if that website is no longer maintained by Creative District, unless a prior arrangement has been made.



DESIGN CREDITS

The client agrees to allow Creative District to place a small credit on printed material, exhibition displays, advertisements and/or a link to Creative District's own website on the client's website. This will usually be in the form of a small logo or line of text placed towards the bottom of the page.

The customer also agrees to allow Creative District to place all designs on Creative District's own website for portfolio and demonstration purposes and to use any designs in its own publicity unless agreed otherwise.

RIGHTS OF REFUSAL

Creative District will not include in its designs, any text, images or other data which its deems to be immoral, offensive, obscene or illegal. All advertising material must conform to all standards laid down by all relevant advertising standards authorities. Creative District also reserves the right to refuse to include submitted material without giving reason. Any images and/or data that Creative District includes in good faith, then discovers it contravenes these Terms & Conditions, the customer is obliged to allow Creative District to remove the contravention without hinderance, or penalty. Creative District is to be held in no way responsible for any such data being included.

CANCELLATION

Circumstances beyond the control of either party may result in the need for project cancellation. In the event of the client cancelling a project after a project has commenced, the initial payment (25%) will be forfeited in lieu of compensation to Creative District. This is to cover design time spent, resources purchased and allocated, research time and administration costs. If the project is more than 50% completed (this is determined by Creative District and the client by negotiation) a Pro-rata payment is payable for time spent up until cancellation notice, at an hourly rate of \$40.00 per hour + GST. Cancellation of orders may be made initially by telephone contact, or email, however, following this, Creative District will need formal notification in writing to the company's postal address. The balance of all monies due must be paid within 30 days. Please note: any cancellation which is not formally confirmed in writing and received by Creative District within 14 days of such instruction being issued, will be liable for the full quoted cost of the project.

In the event of cancellation of the project by the client, ownership of all copyrights and the original artwork and disks shall be returned and retained by Creative District.

If a project is cancelled by Creative District, due to unforeseen circumstances, the deposit will be refunded in full to the client within 7 days.

PRIVACY

Privacy is taken very seriously. Creative District never discloses personal information to third parties without the consent of the client. At times, details may be given to other parties in relation to the proposed services ie. domain registration/web hosting account setups/printing houses. The information supplied is only to identify you or your organisation as the primary contact. The client's will be forewarned before any information is given over to these parties.

DISCLAIMER

Creative District takes care in providing professional advice offered and any suggested creative concepts and/or their implementation, however Creative District cannot be held responsible for varitations between expectation and outcome.

All information contained in this document is intended for general information purposes only. The information is provided by Creative District. Creative District try to keep the information up-to-date and ensure that it is correct, however, Creative District make no warranties of any kind concerning the accurancy, completeness, suitability, reliability, or availablity of the information contained in this document, or any products, services, links, or graphics that may be found in the document. Use this information at your own risk. Creative District will not be held liable for any loss or damage, or loss of data from your use of this document.