

Terms and Conditions

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These Terms and Conditions set forth an agreement between the designer, Creative Pick Designs ("Its", the Designer) and the client ("Client/s", "you"). Please take time to read through these Terms and Conditions thoroughly and ensure you understand them before commencing a project with us.

1. Definitions

1.1 Client Content means all materials, information, factual, promotional, or other advertising claims, photography, illustrations, writings and other creative content provided or required by Client for use in the preparation of and/or incorporation in the Deliverables.

1.2 Deliverables means the services and work product specified in the Proposal to be delivered by Designer to Client, in the form and media specified in the Proposal.

1.3 Preliminary Works means all creative content including, but not limited to, concepts, sketches, visual presentations, or other alternate or preliminary designs and documents developed by Designer which may or may not be shown and or delivered to Client for consideration but do not form part of the final design.

1.4 Artwork means anything including, but not limited to graphic design, advertising, web sites, brand identity, visual media, printing, animations, illustrations and images.

1.5 Final Approved Files means the approved Deliverables prepared by Creative Pick Designs ready for either print or web use.

2. Quotation and Pricing

2.1 Project Quotation

A free quotation can be requested for any design service. A clear visual brief will need to be provided to Creative Pick Designs for an accurate quotation. Quotations can be subject to change if additional work is required. By accepting the supplied quotations from Creative Pick Designs, you are aware that you are entering into a contract with Creative Pick Designs whereby you are accepting the Terms and Conditions in this contract.

2.2 Time Quotation

All time quotations are an estimate and are based on business days. Creative Pick Designs will always work hard to reach delivery dates. If unforeseen circumstances arise, such as illness, injury, or other events beyond Creative Pick Designs control, such as fire, theft, computer failure, etc, Creative Pick Designs will notify clients if revised time plan is needed.

If the Client causes lengthy delays by failing to provide necessary information, materials or approvals, it will result in a day-for-day extension of the project's final deadline.

2.3. Package Prices

Package prices do not include supply or purchase of fonts used in designs. Creative Pick Designs provides all logo files to the client with all fonts outlined. If clients require fonts for the use of further projects within their own company or a third party company, Creative Pick Designs can assist by making recommendations of where clients can purchase fonts. Fonts can often be downloaded from font websites by the client free of charge.

Prices do not include printing costs unless stated in briefing stage and therefore will be incorporated into the initial project quote. Creative Pick designs can liaise with your chosen printing company on your behalf if requested for an additional one off payment (per project) of \$75. Printers will then invoice the client directly for cost of printing and delivery.

3. Client Responsibilities

3.1 Response Time

It is extremely important for the client to be prompt in their response to providing content, schedules, decision-making, changes and approvals. Delay in response can cause delay in delivering the completed project.

3.2 Design Briefs

Clients must provide Creative Pick Designs with a clear design brief outlining the project overview, Deliverables needed, targeted audience, message, tone, copy, any treatment needed to images (such as deep etching), budget and schedule.

3.3 Client Content

Any material supplied by the client for use in a designs such as images or logos should be at the specifications instructed by Creative Pick Designs to ensure successful print results. All material will be checked for correct size and quality and replacement files may be requested if not up to correct printing standards. It is highly recommended that such files are replaced but in the case that the client wishes to proceed with a particular image/s, it is to be stated in writing and Creative Pick Designs takes no responsibility for poor print quality as a result.

All images used in designs are checked in Photoshop and colour correcting/enhancing is done if required unless stated by the client initially.

Clients supplying multiple images that require deep etching need to inform Creative Pick Designs in the briefing stage to ensure an accurate quotation.

It is the Client's responsibility to ensure you have the legal rights to use any material supplied to Creative Pick Designs, and that all Client Content submitted to Creative Pick Designs does not violate Australian copyright laws, and any royalties are paid for use.

Creative Pick Designs does not take any responsibility for Trade marking. Trade marking laws and availability must be checked by the client.

4. Variation Policy

Creative Pick Designs reserves the right to charge additional costs if the Client requests amendments to the original brief that was agreed upon. Additional costs will be charged at a rate of \$75 per hour. This standard rate will not change without 30 days advance notice to the Client.

5. Revisions

A "revision" is a small tweak, colour change, text change, spelling/grammar correction or small adjustments to placement. One round of revisions generally should take between 30 minutes to 1 hour. Several minor changes can be grouped together and asked to be used as your one revision, provided they are requested at the same time. Revisions do not include re-design or request of new concepts. Changes of this scale will be charged at a rate of \$75 per hour. Revisions are up to the discretion of Creative Pick Designs.

6. Cancellation of Projects

If a client request to cancel a project, Creative Pick Designs will determine the cost of services already provided and will issue an invoice minus any deposits paid prior to project commencement.

7. Checking and Approving Proofs

It is the Clients responsibility to thoroughly check all Artwork proofs provided by Creative Pick Designs to ensure accuracy. This includes, but is not limited to spelling, grammar, design, size and image quality. If a proof provided is not clear for viewing in any way, it is the clients responsibility to request another.

Files are to be approved in writing by the client. Creative Pick Designs will then send print/web ready Final Approved Files to the client either via email, WeTransfer or Google Drive. It is the Client's responsibility to also thoroughly check Final Approved Files and contact Creative Pick Designs immediately if an error is found. Creative Pick Designs will not be held responsible if an error/s is found after Final Approved Files are printed.

8. Preliminary Works/Working files

Creative Pick Designs retains possession of any Preliminary Works, working files and unselected concepts for all projects. Unless otherwise discussed, only one concept will be taken through to completion, and the Deliverables for that selected direction are to be delivered to the Client. The Client is not entitled to receive any of Creative Pick Designs underlying working files. Only the files that the Client needs to exercise its rights in the Final Approved Files should be delivered.

9. Printing

Some colour variations may occur between all printers. Electronic and previously printed colour representations may vary due to the nature of CMYK printing. When printing in CMYK, in rare cases registration (alignment of colour on printing plates) may be misaligned. Creative Pick Designs will not be liable for any colour variations or registration misalignments or be charged for reprinting.

Creative Pick Designs also cannot be held liable for any late or damaged deliveries from post or courier.

10. Licensing

Upon delivery of your final design files Creative Pick Designs grants you the exclusive worldwide rights to your designs with the exception of Creative Pick Designs which retains the following rights:

- Once the project has been completed and introduced to the public, Creative Pick Designs has the right to display your project as part of its portfolio and to write about it on websites, blogs, in magazine articles and on social media.
- Add the client's name to its client list and the right to show and explain portions of the completed project to other companies when pitching new business.
- The right to be asserted as the creator of the graphic designs, alongside negotiated royalty payments in situations where ongoing profit is made primarily from the sale of those designs (eg. a picture book, a t shirt with prominently featured design/logo).

Creative Pick Designs will not publicly show works that contain any of the client's confidential information.

11. Payments

Creative Pick Designs reserves the right to request a deposit (up to 50%) prior to commencing work on projects. In this case an invoice will be sent via email to the client and payment will be required before commencing work. On completion of a project Creative Pick Designs will send an invoice with the remaining balance to the client. Creative Pick Designs has the right to request final payment before Final Approved Files are provided.

All payments are to be made within 30 days of receiving invoice. All payments are to be made electronically to account specified on invoice. It is the Client's responsibility to make sure all banking details are correct before transferring funds. Creative Pick Designs takes no responsibility for lost funds due to an incorrect transaction and the full amount owed must still be paid. GST is not applicable.

12. Relationship of the Parties

Creative Pick Designs are not an employee of the client and are not forming a joint venture or partnership with them. As an outside supplier of services, Creative Pick Designs are functioning as an independent contractor. Creative Pick Designs also want the ability to bring in it's own assistants or agents as needed.

The relationship between Creative Pick Designs and the client is not an exclusive one. Creative Pick Designs sell services to a range of clients and some of them may be competitors.

Before you confirm your agreement to these terms, please make sure you understand everything outlined above. Should you have any questions or concerns regarding these terms, please contact Creative Pick Designs before advising of acceptance.

**Creative Pick Designs looks
forward to working with you!**