

# THE CONDITIONS



# TERMS OF SERVICE

## 1. DEFINITIONS

- **“Client”**: A business or individual engaging Ethically Creative.
- **“Ethically Creative”**: Services trading ABN 52 585 799 165.
- **“Quote”, “Quotation”, “Estimate”**: An estimate of the Project’s total price once completed.
- **“Project”**: The services provided from Ethically 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 14 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

- Invoices are in Australian Dollars (AUD).
- 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 Ethically Creative and approved by the Client the final invoice balance is then due.
- 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% per 15 days of the outstanding amount may be charged.
- 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. Donation-dollars will be forfeited.
- Whilst any payment remains outstanding, Ethically 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 Ethically Creative.
- Upon payment of invoices, the Client is permitted and licensed to use any goods and/or Project supplied by Ethically Creative for purpose for

which it was supplied. The Client is not permitted to make derivative works based on goods supplied by Ethically Creative without prior written consent with Ethically 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 Ethically 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. DONATION PROGRAM & DONATION-DOLLARS

- Late payments made after an invoice due date result in forfeiture of that invoice’s donation-dollars.
- Donation-dollars are tallied at 5% of invoice total. Third-Party and GST charges are exempt.
- 100 donation-dollar increments are called milestones. Clients have 14 days after reaching a 100 donation-dollar milestone to choose a receiving charity or provide their own donation department details. After 14 days, milestone donation-dollars are forfeited.
- When a milestone of 100 donation-dollars are tallied, Ethically Creative will bestow \$100AUD to the Client’s donations department if registered with the Australian Charities & Not-for-profit Commission (ACNC). If the Client is not registered with the ACNC then their donation-dollars will be bestowed to another Client of their choice who are registered with the ACNC.
- Donation-dollars totalling under a milestone do not expire, as long as the Client completes a Project with Ethically Creative every 12 months.
- A client must remain active, meaning they complete a Project every 12 months in order to be listed within our directories.

## 7. DEADLINES AND PRIORITY OR RUSH PROJECTS

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

## 8. REJECTION OR CANCELLATION OF PROJECT

- Cancellations by the Client must be made in writing by email to Ethically 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, Ethically 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 Ethically Creative 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 Ethically Creative then a new Quote will be arranged.
- Ethically 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.

## 9. PROCESS, FILES, COMPLETION AND DELIVERY OF PROJECT

- 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. Ethically 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, Ethically Creative shall not be liable for any loss if the files are misplaced, damaged, changed or otherwise.
- A fee may incur for retrieval and re-send of archived Projects.

## 10. THIRD PARTY RIGHTS & LIABILITY LIMITATIONS

- Ethically 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. Ethically Creative is not responsible for CMYK colours varying between professional printers.
- If professional printing is required then Ethically 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.
- Ethically Creative is exempt from responsibility for any copyright infringements caused by materials submitted by or for the Client.
- Under no circumstances, is Ethically Creative liable for any damage arising from: delivery delays; intellectual property rights infringement; acts of negligence; or actions/inactions of Third Party subcontractors to Ethically Creative.