

Terms.

Summary

Esthetik will always ensure that we do our best to bring you the final product as you desire. However, it's in the best interest of both your company and ours to ensure that we both know what is what, who is who and who should do what if something happens to go wrong. We have made our terms and conditions user friendly. You won't find complicated legal lingo, terms and large passages full of unreadable text. Our company has no desire to trick you into something that you don't understand, or might later regret. We do however, want to ensure the safety of both parties, now and in the future.

Agreement

As a valued client, you have the power and ability to agree to this contract on behalf of your company or organisation. You, on behalf of your company or organisation, agree to provide us with all the relevant information that we need to complete any projects as and when required. You also agree to review the work we produce and provide us with feedback as well as sign-off approval in a timely manner via physical or digital means. Deadlines work two ways and you will also be bound by any dates that you and I set together.

We have the knowledge, experience and ability to provide you with the service you require, and will carry those services out in a professional manner. On top of this, we will maintain the confidentiality of any information that you provide to us.

Creative

We will produce creative according to the look-and-feel, layout and functionality of the service you require. Our projects includes one main design as well as the opportunity for you to make up one round of revisions at no extra charge unless otherwise specified in your quote, retainer or contract. If you are un-satisfied with the work that we have produced at any stage, you will be required to pay out your account in full for the work provided to you up until that point. You may then cancel the project or continue to commission us to make further revisions at our standard hourly rate (A\$120). Contracts and retainers with a specified date range that have been previously agreed upon for example; three month contracts, can not be cancelled or voided until the total payable for the entire duration of the contract has been paid out in full. Cancellation fees may be available depending on the contract and if available will be laid out in the individual contract with the client.

Esthetik reserves the right to display any work created by us in our 'sample of work' in both printed and digital formats, regardless of whether copyright or intellectual property has been transferred to any other parties. This includes but is not limited to; a printed portfolio, a digital portfolio, our website, any self-promotional marketing material and any other medium or area we deem to be fitting to our business. Esthetik does not and will not release or supply any working files used in the creation of a project. High resolution PDFs of a completed project can be supplied upon final payment, and at the Client's request. Publication and/or release of any work performed on behalf of the client by Esthetik may not take place before full payment has been made on any outstanding funds currently in arrears.

Copyright

Esthetik retain all copyright protection for any work created during the course of the relationship. Our client's will hold an exclusive license to use the work created by Esthetik for the sole purpose of its creation only. Any artwork (commissioned or voluntary) created by Esthetik is not to be re-created or reproduced in any medium or format without prior written consent by the original author/ designer of the artwork, and at least one current and active managing director of Esthetik. The license will not be attained by the client until full payment has been received by Esthetik.

Transfer of Copyright and Intellectual Property created by Esthetik may be available upon request however will also be subject to an Intellectual Property/Copyright Release fee. You, the client also declare that you hold all and any appropriate copyright/trademark permissions on any content that you supply to Esthetik for inclusion in a project and fully indemnify and hold Esthetik and its directors free from harm in any and all claims resulting from the client not having obtained all the required copyright, and/or any other necessary and associated permissions.

Revisions

We understand that fixed-price contracts are rarely beneficial to you and can be difficult to work with, as they often limit both parties to their first idea about how something should look or work. We don't want to enforce limitation on your options or your opportunities to make changes. The estimate/ quotation prices you are given are based on a number of factors, including our value, skill level, overheads and the number of hours we estimate to be working on your project.

If you must make extra changes outside of the initial brief or estimate that was provided to you, that won't be a problem however, you will be billed for the extra revisions at our standard hourly rate (A\$120). We require all changes, alterations and revisions to be in sent to us in writing via electronic mail.

Approvals

Esthetik require all artwork to be approved the client before any project is progressed into any form of production; print, television, digital etc. These approvals protect both parties in case of any mistakes or complications that may arise to correctly identify what went wrong, where and who will be liable for any costs that are associated with resolving the mistake or complication.

We require all approvals to be in writing and in the form of physical or electronic mail (email), verbal approvals will not be accepted. Esthetik will not be held liable for any mistakes or complications once the project enters production if it has been previously approved by the client where there is no change between the final proof and the final produced piece whether it be physical or digital.

It is understood that the client assumes and accepts liability for any and all errors not corrected prior to physical or digital production. 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. Esthetik will not issue any credits or refunds if the artwork was approved by the client prior to production.

Production

Esthetik reserves the right to use the services of sub-contractors, agents and suppliers and any work, content, services and usage is bound by their Terms and Conditions. We will not knowingly perform any actions to contravene these and our client also agrees to be bound by our suppliers terms. Esthetik and our clients agree to comply with Printers Terms and Conditions which include disclaimers for non-completion on time and the flexibility to supply quantities within 10% of the total ordered. We recommend that if an exact quantity is required, then 10% extra is added to the quantity and extra time made available should the job be delayed

Proofs produced by Esthetik are not calibrated to offset and digital presses, and while a close match, they are not entirely colour accurate. 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 Esthetik will not be held responsible for any colour variations that may occur between on-screen proofs and the final printed outcome. The client accepts that Esthetik will not be held responsible for any print inaccuracies arising where the client utilises a print company of their choice, and the printing is not overseen by Esthetik. Esthetik will not be held responsible for any production issues that arise from a loss in reduction of an image where the image is supplied by the client.

Deadlines

As we are working with you, we will endeavour to meet all the deadlines set. We will not be liable or held responsible for any deadlines not met, or any costs incurred as a result, due to circumstances beyond our control, such as illness, injury, force majeure, client delay, third-party or sub-contractor turnaround times or freight/courier delays or if you have been late with supplying required materials or have not approved/signed off on the work on time at any stage.

Outstanding Accounts

Accounts which are not paid within 15 days will incur a late administration fee. Accounts which remain outstanding for 30 days after the date of invoice will incur an additional late payment fee equivalent to 5% of the project costs for every 5 business days that the account is outstanding.

An account shall be considered in default if it remains unpaid for 30 days from the date of invoice unless prior arrangements have been made. Esthetik shall at its sole discretion suspend any and all services provided to the client or its subsidiaries and employ debt collection measures until the total outstanding balance has been paid in full. This includes any and all unpaid accounts due for services ordered, including, but not limited to branding, design, hosting, domain registration, maintenance, sub-contractors, printers, photographers and libraries. Suspension of such services does not relieve the client of its obligation to pay the due amount. Files on external servers, such as hosted e-commerce solutions will be removed and held until payment is made and for a maximum of 30 days.

Any client whose account is in default agrees to pay Esthetik reasonable legal expenses and third party collection agency fees in the enforcement of these Terms and Conditions. We accept no liability or responsibility for any loss of income or damage to the client for work removed from third party servers, as a result of non-payment and you agree not to take legal action for any situation arising from invoice disputes or removal of the disputed work in such cases.

The Terms and Contents of this document may change at any time without prior or written notice.
It is not the responsibility of Esthetik to notify all and any of their clients of any changes or amendments made to this document.