



General terms of service as at 1/7/06

Cost estimate

After an initial briefing, the client will be sent a cost estimate in PDF format, outlining the costs associated and the way in which the project will be completed. In addition, a time line for completion and information about what is required from the client to begin, is included. If accepted in writing, this cost estimate becomes binding.

All cost estimates for services provided by **rechelleclaycreative** will be valid for no more than 30 days from date of issue.

Commencement of the project

Once the cost estimate is approved in writing and all relevant information and files are received from the client, **rechelleclaycreative** will commence the project. Services additional to those stated in the cost estimate or modifications to the project brief and/or specification during the course of execution, will render any provided cost estimate invalid and additional fees/charges may be applied to cover time and expenses.

Concepts and working drafts will be emailed to the client in PDF format. The final artwork will be forwarded to the client or the printer/publication in one of several different formats according to the printer/publications' production specifications. Supply of additional files may incur additional charges.

Logo design - web formats in 72dpi as JPEG; print formats in 300-600dpi as TIF and EPS.

Print material (stationery, flyers, brochures, annual reports) - print format in 300-600dpi as PDF or EPS or mac Indesign.

Print publishing (advertising) - print format in 300-600dpi as PDF or EPS.

What this means

When you agree to go ahead with your project in writing, you also agree to all of the terms stipulated in this document.

Copyright

All work remains copyright to **rechelleclaycreative** until full payment has been received by the client.

rechelleclaycreative reserves the right to use past and current client projects for their own promotional use.

rechelleclaycreative will not knowingly infringe on existing copyrights or patents for and/or on behalf of a client.

It is the clients responsibility to insure the legality of all materials provided by the client to **rechelleclaycreative** for the completion of a job or project.

Unsatisfied?

If for some reason the client is unsatisfied, he is welcome to leave a project at any stage. If the client terminates the job, **rechelleclaycreative** shall invoice for the total stage in progress at the minimum estimated fee. The artwork will not be released if the account is not finalised, and any preliminary designs remain the property of **rechelleclaycreative**.

Confidentiality

It is agreed that employees or contractors of **rechelleclaycreative** shall not at any time either during the continuance of the work outlined or thereafter, except in the course of their duties, divulge any of the confidential affairs of the client or any of its clients or associated companies to anyone whatsoever without the previous consent in writing of the client.

Errors

rechelleclaycreative makes every effort to ensure that spelling, grammar and specific details are correct. However, the final proof reading remains with the client and **rechelleclaycreative** wont be held responsible for errors after printing.

rechelleclaycreative will make as many revisions as necessary to be sure that everything is correct, but after the final revision has been approved by the client, the responsibility of **rechelleclaycreative**, is waived. Final artwork requires written approval before moving to pre-press stage.

Payment terms and costs

All out of pocket expenses such as materials and couriers will be charged directly to the client.

After the finalisation of an account, no further changes will be made within the same account. Further changes to content or design will be treated as a new project and a new cost estimate will be issued.

Interim invoices will be issued on large projects more than AUD \$1000 or projects exceeding agreed time line.

Payments are to be delivered to **rechelleclaycreative** with 14 days of receipt of invoice.

If an account has not been finalised after 14 days of receipt of invoice, the client will be issued with a reminder notice.

If the account remains unpaid after 30 days, an additional fee of 5% will be added to the account. If it remains unpaid after 60 days, it will be considered to have been defaulted and will be referred to a collection agency, at which time legal charges will also apply in addition.

rechelleclaycreative is happy to discuss payment plans. However, these plans must be discussed before commencing the project.

rechelleclaycreative is not liable for any other costs, claims or damages in excess of graphic design, web design or print production charges made by the client for any failure to perform services requested unless otherwise agreed and signed in written documentation.