

Terms of Service

By using this service/website The Client is agreeing to comply with and be bound by the following terms of service of use, (“Terms & Conditions”, “Terms”), including those additional terms and conditions and policies referenced herein and/or available by hyperlink. These Terms of Service apply to all users of the site, including without limitation users who are browsers, vendors, customers, merchants, and/ or contributors of content. Together with our privacy policy govern MissCreative Design Studio’s™ relationship with The Client in relation to this service. Throughout the business/website, the terms “we”, “us” and “our” refer to MissCreative Design Studio.

The use of Our Studio and Website are subject to the following:

The content of the pages of this document/website is for your general information and use only. It is subject to change without notice. Neither we nor any third parties provide any warranty or guarantee as to the accuracy, timeliness, performance, completeness or suitability of the information and materials found or offered on this website for any particular purpose. The Client acknowledges that such information and materials may contain inaccuracies or errors and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law. Your use of any information or materials on this website is entirely at your own risk, for which we shall not be liable. It shall be The Client’s own responsibility to ensure that any products, services or information available through this website meet your specific requirements. Please request a sample of our products if in doubt.

Our website may also include links to other websites. These links are provided for your convenience to provide further information. They do not signify that we endorse the website(s). We have no responsibility for the content of the linked website(s).

Communication

MissCreative Design Studio™ prefers all communications to be done via email. Having a hard/written copy of all communications enables efficiency and less room for error as all requests are documented and easy to refer back to. Verbal communication is an option if preferred, this is conducted in-person at The Client’s location or via zoom shared-screen calling. If you have emade a booking with MissCreative Design Studio™, please check your emails regularly for updates or communication requests.

The staff at MissCreative Design Studio™ will not endure hostile, abrupt or disgruntled communications/interactions with their clients. All communications and interactions between the Design Staff and Clients are to be done in a professional and safe manner to produce top quality products for our clients. Cyber bullying is highly inexcusable and will be reported to the authorities if necessary.

Miss Creative Design Studio has the right to refuse and cancel orders at any time in which either party feels threatened or vulnerable.

Commencement of Work

Acceptance of quote/proposal from MissCreativeDesign Studio™ constitutes agreement to these terms of service and to our Design Service Agreement.

Fees for Service

It is agreed that the fee for service shall be the cost estimates provided via email, unless work undertaken exceeds work outlined. If work undertaken exceeds the items specified in the quote, The Client agrees to pay appropriate fees for the additional work, outside the scope of the original agreement. Wherever possible the client will be notified of increases in the scope of the project.

Payment

The Client agrees to pay the stated minimum retainer of the quoted amount to commence any design project, with the balance payable prior to delivery. Once research, resources allocated or design work has commenced on a project, this retainer is non-refundable. If the work time exceeds four calendar weeks in duration, The Client agrees to a progress payment of 50% of the balance per month until the conclusion of the project, with any outstanding amount payable in full upon delivery.

All payment accounts must be settled in full prior to the release of the files to the printer or The Client. If you are having difficulty paying your invoice, please get in touch as soon as you are aware of the issue, so we can discuss a solution that works for your company.

Prices are in Australian dollars and are subject to change without notice. Payment can be made by PayPal, secure online credit card processing, internet banking transfer or cash in hand. Full payment is required prior to the processing of your order. An invoice will be emailed to you once your order is placed. A receipt for payment will follow shortly after.

Late Payments and Default

Accounts which are not paid within the allocated timeframes will incur a late administration fee of \$20 (+ GST if applicable). An account shall be considered in default if pro-rata payments are not met and the invoice remains unpaid for 30 days from the date of invoice.

MissCreative Design Studio™ shall at its sole discretion suspend any and all services provided to The Client by MissCreative Design Studio™ or its subsidiaries and employ debt collection measures until the total outstanding balance has been fully paid. Suspension of such services does not relieve the client of its obligation to pay the due amount. The Client whose account is in default agrees to pay The Studio reasonable legal expenses and third-party collection agency fees in the enforcement of these Terms.

MissCreative Design Studio™ retains all copyright for work performed until full project costs have been paid. MissCreative Design Studio™ reserves the right to reuse or resell work undertaken in the case of payment default. MissCreative Design Studio™ accepts no liability or responsibility for loss of income or damage to the client for work removed from third party servers, as a result of non-payment and The Client will not take legal action for any situation arising from invoice disputes or removal of the disputed work in such cases.

Termination Policy

From time to time circumstances beyond the control of either party may result in the need for project cancellation. In the event of cancellation, ownership of all copyrights and the original artwork are retained by the Studio. Please note that retainer payments are non-refundable. This covers design and administration time spent, resources purchased and allocated, research time and administration costs. The Studio reserves the right to terminate services if project circumstances becomes unfavourable.

Additional Work

This is defined as any work involving additions to the list of items defined in the Project Proposal/Quotation or changes to all pieces of finished artwork after signing off by an authorized representative of The Client. From time to time The Client will require extra design requirements during a project, or extra files upon completion of a project. 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. All additional costs will be added to the final invoice, payable prior to delivery of design files. Publication and/or release of work performed on behalf of The Client by MissCreative Design Studio™ will not take place before cleared funds have been received.

Approval of Final Artwork

While MissCreative Design Studio™ takes all care to avoid errors The Studio accepts no responsibility for typographical errors, spelling mistakes, or incorrect information on any project committed to print or production. The Client is to proof-read and approve all final copy before the production of artwork. The email verification of the Client's Representative shall be conclusive as to the approval of 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 due oversights by The Client's proof reading.

Print Returns and Refunds

It is agreed that the MissCreative Design Studio™ 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 may be given either verbally or in writing), committed to print or posted in view of the public. MissCreative Design Studio™ will not be held responsible for and changes or amendment made after approval. It is the sole responsibility of the client to notify MissCreative Design Studio™ of any such errors during the revision cycle and before the final files have been generated. In the event of a reprint due to

errors in content, the client must inform MissCreative Design Studio™ within three days of product acceptance, and must return the product within ten days of acceptance for assessment. As with all print projects, payment for re-printed project MUST be prepaid.

Print – Colour Variations

With all printing there may be some colour variations from what you have seen on screen, to what the final product looks like, and previous orders. This is due to the nature of CMYK printing and bulk-run printing system. There will be no reprints at the expense of MissCreative Design Studio™.

Resending Completed Files

If a client loses or accidentally deletes the files delivered by MissCreative Design Studio™ at the completion of the project, MissCreative Design Studio™ can re-send files at no additional cost.

Copyright

In accordance with the Australian Copyright Act (1968), 'licensing of copyright is subject to a mutual agreement made between client and designer'. Copyright will remain property of MissCreative Design Studio™ until such time an agreement is in place.

MissCreative Design Studio™ retains full ownership of design concepts and materials it produces. Only finished art files suitable for reproduction will be supplied to The Client. Raw/draft/working/source files remain the property of MissCreative Design Studio™ unless otherwise negotiated. 'Finished artwork' is as defined in the proposal/quotation and is dependent on the scope of work. Raw/draft/working/source files are defined as files used to create the finished artwork and/or directly editable files unless otherwise specified.

Once a concept is approved, finished artwork is delivered to a client and full payment is received, the agreed ownership rights to the finished artwork transfer to the client. Unused concepts remain the property of MissCreative Design Studio™ and includes design proposals and concepts submitted but not approved for the work outlined.

Until final payment, MissCreative Design Studio™ retains ownership of all artwork and design architecture. The Studio reserves the rights to certain elements used to create your images including fonts, patterns, stock images, textures, colour palettes and other non-exclusive items. MissCreative Design Studio™ reserve the right to use stock images in the creation of designs if required.

Other than for the promotional use of MissCreative Design Studio™ all services provided shall be for the exclusive use of the client's said purposes only. Designs may not be used for other promotional items without permission. For additional usage, price will be assessed and quoted as needed.

MissCreative Design Studio™ reserve the right to use all artwork, concepts produced during the project (including concepts not selected) and revisions for the purposes of promoting The Studio in print, digital media portfolios and social media, except where The Client requests in writing otherwise.

Social Media Services

MissCreative Design Studio™ has no control over the policies of social media sites and channels being utilised for campaigns. MissCreative Design Studio™ has no say with respect to the type of content that social media channels accept now or in the future. You acknowledge that MissCreative Design Studio™ makes no warranty that the Social Media Campaign will generate any increase in sales, business activity, profits or any other form of improvement for your business or any other purpose. The Client guarantee any elements of text, graphics, photos, designs, trademarks, or other artwork provided to MissCreative Design Studio™ for inclusion in any campaigns are owned by you, or that you have received permission from the rightful owner(s) to use each of the elements.

Liability and Litigation

It is agreed that all work and materials provided for The Client by The Studio will be free and clear of all liens and encumbrances and may be lawfully used by The Client without infringing upon the rights of others including, and without limiting the generality of the foregoing, any copyright trade secret patent or trade mark rights of any third party.

It is agreed that MissCreative Design Studio™ indemnify and hold The Client harmless from and against all claims for injury or death to persons or damage to property (including cost of litigation and legal fees) caused by, arising from or incidental to the services to be performed during the performance of the work outlined, except any such claims which are caused by the negligence of The Client or its employees, and it is agreed that we shall notify The Client in writing of full details of any such claim.

Under no circumstances shall MissCreative Design Studio™ be liable to The Client for an indirect or consequential loss suffered by The Client relying on the information included in the Supplies prepared by The Studio including (without limitation) loss of profit, loss of Contracts or pure economic loss. Any liability is strictly limited to the direct losses associated with remedial costs of the Supplies only, not to include claims for delays, out of sequence working, nonproductive overtime, award of costs, etc. Liability to any third party for any reason is specifically excluded unless separately agreed in writing.

Confidentiality

It is agreed that employees of MissCreative Design Studio™ 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.

Amendments to these terms of service

MissCreative Design Studio™ reserves the right, at our sole discretion, to update, change or replace any part of these Terms of Service by posting updates and changes to our website. It is The Clients responsibility to check our website periodically for changes. The Client's continued use of or access to our website for the Terms, constitutes acceptance of those changes.

Force Majeure

MissCreative Design Studio™ shall not be liable for any failure or delay in supply or delivery of products/services where such failure or delay is wholly or partly due to any cause or circumstances whatsoever outside the reasonable control of MissCreative Design Studio™ including but not limited to war, strikes, lockouts, pandemics, industrial disputes or unrest, government restrictions or transport delays, fire, power outages, failure attributable to hosting suppliers, breakdown of plant, theft, vandalism, riots, civil commotions, accidents of any kind or act of terrorism.

Disclaimer

Graphic design, strategy, photography and marketing are all highly creative and subjective art forms. As such MissCreative Design Studio™ take every possible care with professional advice offered and any suggested creative concepts and/or their implementation, however MissCreative Design Studio™ cannot be held responsible for variations between expectation and outcome.

Questions regarding the Terms of Service can be emailed to sarah@misscreative.com.au