



## **Terms & Conditions**

The following Terms and Conditions of Service apply to all products and services provided by Eclectic Designs.

All work is carried out by Eclectic Designs on the understanding that the client has agreed to Eclectic Designs terms and conditions.

Copyright is retained by Eclectic Designs on all design work including words, pictures, ideas, visuals and illustrations unless specifically released in writing and after all costs have been settled.

If a choice of design is presented, only one solution is deemed to be given by Eclectic Designs as fulfilling the contract. All other designs remain the property of Eclectic Designs, unless agreed in writing that this arrangement has been changed.

## **Project Acceptance**

At the time of proposal, Eclectic Designs will provide the customer with a written estimate or quotation.

The Terms and Conditions can be read on Eclectic Designs website.

A copy of the written estimate or quotation is to be signed and dated by the customer to indicate acceptance and should be returned to Eclectic Design. Alternatively, the client may send an official order in reply to the estimate or quotation which binds the client to accept Eclectic Designs terms and conditions. No work on a project will commence until either document has been received by Eclectic Designs.

## **Design Charges**

Charges for design services to be provided by Eclectic Designs, will be set out in the written estimate or quotation that is provided to the customer. At the time of the customer's signed acceptance of this estimate or quotation, indicating acceptance of the Terms & Conditions, a non-refundable deposit of 50% of the quoted fee will become immediately due. Work on the project will not commence until Eclectic Designs has received this amount. Complimentary artwork is limited to a set number of given revisions. Eclectic Designs has the right to refuse additional artwork/revisions.

## **Charges for Other Service**

Charges for any additional services over and above the estimated design, will become fully payable (100% of the quoted amount) at the time of estimate or quotation acceptance.

## **Payment**

The customer will be provided with an Approval Form and/or Review of the work provided with an Invoice prior to final publication. At this time the remainder of the amount due will become payable and the customer will also be required to sign and submit the Approval Form to Eclectic Designs. Accounts which remain outstanding for 30 days after the date of invoice, will incur an extra charge of 2% per month of the outstanding amount.

Payments may be made by cash or Major Credit Card, and/or previously agreed electronic funds transfer.

Publication and/or release of work done by Eclectic Designs on behalf of the client, may not take place before cleared funds have been received. Once payment has been made, there will be no reimbursement of funds unless agreed by Eclectic Designs in writing.

An account shall be considered default if it remains unpaid for 30 days from the date of invoice. Eclectic Designs shall be considered entitled to remove Eclectic Designs and/or the customer's material from any and all computer systems, until the amount due has been fully paid. This includes any and all unpaid monies due for services, including, but not limited to,



business cards, flyers, pamphlets, hosting, domain registration, search engine submission, design and maintenance, sub-contractors, printers, photographers and libraries.

Removal of such materials does not relieve the customer of its obligation to pay the due amount. Customers whose accounts become default agree to pay Eclectic Designs reasonable legal expenses and third party collection agency fees in the enforcement of these Terms and Conditions.

### **Copyrights and Trademarks**

By supplying text, images and other data to Eclectic Designs for inclusion in the customer's business cards, flyers, pamphlets, website or other medium, the customer declares that it holds the appropriate copyright and/or trademark permissions. The ownership of such materials will remain with the customer, or rightful copyright or trademark owner.

Any artwork, images, or text supplied and/or designed by Eclectic Designs on behalf of the customer, will remain the property of Starvin' Artist Graphic Design and/or its suppliers.

The customer may request in writing from Eclectic Designs, the necessary permission to use materials (for which Eclectic Designs holds the copyright) in forms other than for which it was originally supplied, and Eclectic Designs may, at its discretion, grant this. Such permission must be obtained in writing before it will allow any of the aforesaid artwork, images, text, or other data to be used.

By supplying images, text, or any other data to Eclectic Designs, the customer grants Eclectic Designs permission to use this material freely in the pursuit of the design.

Should Eclectic Designs, or the customer supply an image, text, audio clip or any other file for use in a business cards, flyers, pamphlets, website, multimedia presentation, print item, exhibition, advertisement or any other medium believing it to be copyright and royalty free, which subsequently emerges to have such copyright or royalty usage limitations, the customer will agree to allow Eclectic Designs to remove and/or replace the file on the site.

The customer agrees to fully indemnify and hold Eclectic Designs free from harm in any and all claims resulting from the customer in not having obtained all the required copyright, and/or any other necessary permissions.

### **Alterations**

The customer agrees that changes required over and above the estimated work or required to be carried out after acceptance of the draft design will be liable to a separate charge.

The customer also agrees that Eclectic Designs holds no responsibility for any amendments made by any third party, before or after a design is published.

### **Licensing**

Any design, copywriting, drawing, idea or code created for the customer by Eclectic Designs, or any of its contractors, is licensed for use by the client on a one-time only basis and may not be modified, re-used, or re-distributed in any way or form without the express written consent of Eclectic Designs and any of its relevant sub-contractors.

All design work- where there is a risk that another party make a claim, should be registered by the client with the appropriate authorities prior to publishing or first use or searches and legal advice sought as to its use. Eclectic Designs will not be held responsible for any and all damages resulting from such claims. Eclectic Designs is not responsible for any loss, or consequential loss, non-delivery of products or services, of whatever cause. The customer agrees not to hold Eclectic Designs responsible for any such loss or damage. Any claim against Starvin' Artist Graphic Design shall be limited to the relevant fee(s) paid by the customer.



## **Data Formats**

The client agrees to Eclectic Designs definition of acceptable means of supplying data to the company.

Text is to be supplied to Starvin' Artist Graphic Design in electronic format as standard text (.txt), MS Word (.doc) on a USB stick, memory card or CD-ROM, or via e-mail.

Images which are supplied in an electronic format, are to be provided in a format as prescribed by Eclectic Designs via USBstick, memory card, CD-ROM, or e-mail. Images must be of a quality suitable for use without any subsequent image processing, and Eclectic Designs will not be held responsible for any image quality which the client later deems to be unacceptable. Eclectic Designs cannot be held responsible for the quality of any images which the client wishes to be scanned from printed materials.

Additional expenses may be incurred for any necessary action, including, but not limited to, photography and art direction, photography searches, media conversion, digital image processing, or data entry services.

## **Design Project Duration**

Any indication given by Eclectic Designs of a design project's duration is to be considered by the customer to be an estimation. Eclectic Designs cannot be held responsible for any project over-runs, whatever the cause. Estimated project duration should be deemed to be from the date that cleared funds are received by Eclectic Designs for the initial payment or by date confirmed in writing by Eclectic Designs.

## **Rights of Access for Website Construction**

The client agrees to allow Eclectic Designs all necessary access to computer systems and other locations, as required, in order to complete a website project and until all due funds are cleared, including the necessary read/write permissions, usernames and passwords. The customer also agrees to allow Eclectic Designs access to any computer systems, usernames and passwords required to remove data and/or sites for failure to comply with these Terms and Conditions.

The customer agrees to supply Eclectic Designs with all necessary materials, electronic, or otherwise, required to create and complete the project, and to supply them in a timely manner.

## **Design Project Completion**

Eclectic Designs considers the design project complete upon receipt of the customer's review and signed approval or emailed statement accepting approval. Other services such as printing, display panel production, filmwork, website uploading, publishing etc., either contracted on the clients behalf constitute a separate project and can be treated as a separate charge. Once a project has been designed and emailed, there will be no refunds.

## **Project Abandonment**

If after repeated attempts to begin, continue, or finalize the delivery of services, Customer fails to participate, or becomes otherwise unresponsive to Eclectic Designs requests for a period of two (2) months, the project may be considered abandoned, and Eclectic Designs may reduce any refund the Customer may otherwise be entitled to hereunder to zero, and Customer will have forfeited all rights to receive any refund for services purchased or as described in the original invoice. Starvin' Artist Graphic Design may issue customer credit for future services at its discretion.

## **Website Design Only**

Once web design is complete, Eclectic Designs will provide the customer with the opportunity to review the resulting work. Eclectic Designs will make one set of minor changes at no extra cost within 14 days of the start of the review period.



Minor changes include small textual changes and small adjustments to placement of items on the page. It does not include changes to images, colour schemes or any navigation features. Any minor changes can be notified to Eclectic Designs by e-mail and confirmed by post.

Eclectic Designs will consider that the client has accepted the original draft, if no notification of changes is received in writing from the customer, within 14 days of the start of the review period.

### **Kids' Privacy**

My website is intended for the use of adults and individuals 13 years of ages and older. My website is not directed to children under the age of 13. Users under the age of 13 must have the permission and/or assistance of an adult while using or visiting my website.

### **Hosting Websites**

Eclectic Designs does not offer in-house hosting services. Eclectic Designs can only suggest possible sub-contractors and does not guarantee continuous service and will accept no liability for loss of service, whatever the cause. Eclectic Designs may request that clients change the type of hosting account used if that account is deemed by Eclectic Designs to be unacceptable because of poor service, lack of bandwidth or in any other way insufficient to support the website. Fees due to the hosting organization are the responsibility of the client and Eclectic Designs are not liable for their payment.

### **Domain Registration**

Eclectic Designs cannot guarantee the availability of any domain name. Where Eclectic Designs is to register a domain name on behalf of a client it will endeavour to do so but the client should not assume a successful registration.

### **Design Credits**

The customer agrees to allow Eclectic Designs to place a small credit on printed material exhibition displays, advertisements and/or a link to Eclectic Designs own website on the customer's website. This will usually be in the form of a small logo or line of text placed towards the bottom of the page.

The customer also agrees to allow Eclectic Designs to place websites and other designs, along with a link to the client's site on Eclectic Designs own website for demonstration purposes and to use any designs in its own publicity.

### **Rights of Refusal**

Eclectic Designs will not include in its designs, any text, images or other data which it deems to be immoral, offensive, obscene or illegal. All advertising material must conform to all standards laid down by all relevant advertising standards authorities. Eclectic Designs also reserves the right to refuse to include submitted material without giving reason. Any images and/or data that Eclectic Designs does include in all good faith, and then finds out that it contravenes these Terms and Conditions, the customer is obliged to allow Eclectic Designs to remove the contravention without hindrance, or penalty. Eclectic Designs is to be held in no way responsible for any such data being included.

### **Cancellation**

Cancellation of orders may be made initially by telephone contact, or e-mail, however, following this, Eclectic Designs will need formal notification in writing to the company's postal address. The client will then be invoiced for all work completed over and above the non-refundable deposit that will have been made at the time of first ordering. The balance of monies due must be paid within 30 days. Please note: any cancellation which is not formally confirmed in writing and received by Eclectic Designs within 14 days of such instruction being issued, will be liable for the full quoted cost of the project.



## **Disclaimer**

Eclectic Designs makes no warranties of any kind, express or implied, for any and all products and/or services that it supplies. Eclectic Designs will not be held responsible for any and all damages resulting from products and/or services it supplies. Eclectic Designs is not responsible for any loss, or consequential loss of data, or non-delivery of products or services, of whatever cause. While we take reasonable steps to investigate the materials we recommend, we accept no responsibility for the performance or quality of materials or any consequential loss arising from their failure. The customer agrees not to hold Eclectic Designs responsible for any such loss or damage. Any claim against Eclectic Designs shall be limited to the relevant fee(s) paid by the customer.

Eclectic Designs 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. Eclectic Designs will not knowingly perform any actions to contravene these and the client also agrees to be so bound.

Eclectic Designs and its 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. Eclectic Designs 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.

## **General**

These Terms and Conditions supersede any previous Terms and Conditions distributed in any form. Eclectic Designs reserves the right to change any rates and any of the Terms and Conditions at any time and without prior notice.

## **Acceptance of Quotation and Terms and Conditions**

The placement of an order for design and/or any other services offered by Eclectic Designs and validated by the customer's signature on the estimate or quotation form, constitutes acceptance of the estimate or quotation and agreement to comply fully with all the Terms and Conditions and forms a Contract for Business between the signatory and Eclectic Designs.