

By accepting my quote, you agree to the following:

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For the sake of keeping things clear, I use this document to demonstrate what to expect when I begin work on your project. Since I can't stand legal documents that are hard to understand I've put together this document that uses plain English so it's nice and readable.

## By commissioning me on a project...

As my client, you agree:

- You have the power to enter into this contract on behalf of your organisation
- To provide me with everything I need to complete the project, when I need it
- To review my work, provide feedback and sign-off within agreed deadlines
- To stick to the payment schedule outlined in the contract/invoice or notify me of any changes

As the graphic designer/illustrator, I agree:

- I have the experience and ability to perform the services you need from me
- I will carry this service out in a professional manner
- I will respect the confidentiality of any information you give me

## Project delivery

The project delivery will be outlined on the invoice/contract. Further requirements may be at an additional cost.

## Changes and revisions

Most clients require some changes to the work I do for them, which is totally fine. Depending on the project, additional amendments are at an additional cost.

## Use of Artwork

The commissioned artwork is licensed for use on specified media only. The license is subject to factors such as duration and geographical extent. Further use of the artwork is to be negotiated with me. For more information refer to the initial contract/invoice.

Where appropriate, I must be credited at all times.

## **Copyright, Moral Rights and original artwork**

Copyright, moral rights and the original artwork remains my property as the creator and is protected under Australian Copyright Law. Reproduction and/or changes of my work is not permitted. Should you wish to obtain the Copyright, this will be at an additional fee.

My work is protected by Moral Rights under Australian Copyright Law. Alterations to my work cannot be made without my consent. I should be allowed the first option to make alternations to the artwork if required.

If I've sent original artwork, paintings and drawings for you to scan/digitize for your publication, these can be purchased from me at an additional price, otherwise the original artwork must be returned within 30 days of publication.

I'm proud of the work I produce, so I reserve the right to display and link to your completed project as part of my online portfolio. (The link can also help your Google rankings and brand identity, so there's something in it for you too!)

## **Deadlines**

I always strive to make deadlines, but I can only do this with your help. So, I can't be responsible for a missed deadline if you have been late with a payment, slow to supply materials or not provided feedback to agreed timescales.

I also can't be responsible for deadlines missed due to circumstances completely beyond my control, like family emergencies, ill health, zombie apocalypse, ect.

And don't forget, further changes will usually take extra time. Nevertheless, my aim is to get your work to you in a timely and efficient manner.

## **Payments**

My entire source of income is received through freelance work, and so it is crucial that I am paid on time.

I'm registered for GST and my usual payment terms are 30 days (unless otherwise specified.) If it's a large project, I require 50% up front - Work will begin once I receive this payment. I will invoice for the remaining balance when the work has been completed.

If you decide to cancel the commission, I will charge for the time that I've spent on your project - it's only fair.

In the event that you don't make payment and aren't able to provide an indication of when I will receive payment, I'll consult with a debt collection agency. You as the client will be responsible for any additional costs faced in retrieving the payment/s owed.

If I have not received any feedback or comments within two weeks of submitting work to you (at any stage - the initial draft or subsequent edits), I will assume you are happy the work has been completed and will invoice for the remaining balance.

I accept direct transfers as method of payment. I also have a Paypal account should you wish to pay via credit card. Using your credit card via Paypal will incur the credit card fees Paypal implements.

## **Technical stuff**

I am not responsible for any errors on final artwork once reviewed and signed off by you. Revision is important and I can only stress you take the time to review the files I provide with care. Some print materials may not show the exact same colour that is showing up on your screen. This is due to the fact that each computer screen is calibrated differently. To avoid errors like this, best to seek my advice and seek a proof from the printer. Your printer and I will work to ensure we deliver the best result. Any reprints required will not be at my expense.

I will ensure the artwork created is original and has not been previously published, or that consent to use has been obtained on a unlimited basis. I will ensure all work or a portion of the work obtained through a third party is original and if the work has been previously published I will of obtained consent on an unlimited basis.

The work prepared by me doesn't contain any scandalous, libelous, or unlawful matter. This warranty does not extend to the use that you or others may make of the product that may infringe the rights of others.

I can't be liable to you, or any third party, for damages, including loss of profit, lost savings, complaints, claims, litigation or other incidental, consequential or special damages which arise regarding this assignment.

**Phew! Thanks for staying with me.**

Thanks for considering Creative Stace