

Terms & Conditions

How we'll work together

All design work created by Sarah du Jary of Goldfish Media (GM) is subject to the following terms and conditions. Please ensure you understand them before commencing any design project. If you have any questions about anything contained in these terms and conditions please contact Sarah du Jary for clarification prior to placing your order. By placing an order, you as a client are entering a legally binding contract for services and agree to these terms and conditions.

Communication

Sarah du Jary can be reached by email, Facebook business page messages and phone (+64 027 966 9962) from Monday to Friday between 9am and 5pm. Sarah du Jary will endeavour to get back to you within two business days during these days and times. To keep creativity flowing, phones are set to silent, please don't be put off if you receive voicemail.

Design ownership

Any design options that are sent to you during the design process are owned by GM and permission is not given for them to be reproduced by anyone else, or to be posted to social media. Once a design is approved and fully paid for, you, the client, will own the finished design. This does not include the working files. Unused design concepts remain the property of GM and may be used for other clients in the future. GM retains personal rights for the use of completed projects as examples in their design portfolio and marketing materials (unless other arrangements have been made).

Revisions

The design fee includes the specified number of revisions in the package chosen. Additional revisions or alterations are charged hourly.

Free website updates

Upon completion of your website you can receive up to two hours worth of text updates at no extra cost. I offer this free update service as a safety net in case you've decided to change your pricing structure, contact details, or other information that you may have overlooked during the project timeline. This offer does not include adding additional pages, purchasing or replacing stock imagery, or adding new products within the shop feature. Valid for first 6 months from date of site launch. Any alterations over two hours will be charged hourly.

Images

Any images supplied to GM for use in a design project must be high resolution and accompanied by appropriate written approval of the photographer. GM will not be responsible for any legal issues or copyright breaches as a result of the use or printing of supplied images. GM can source high resolution stock images with the correct commercial license rights on your behalf, GM requires full payment prior to approved images being downloaded. GM is not responsible for colour variation occurring if the image requires conversion from RGB to CMYK.

Approval of Artwork

Whilst GM takes all care to avoid errors, GM is not responsible for any spelling, grammatical, typographical errors, omissions or incorrect information in the final product. It is the client's responsibility to thoroughly check all proofs and give their approval via email before the final work will be released to the client and/or sent to print upon payment being received. Any changes that are required post approval will incur an additional design fee to cover the time it takes to make the changes.

File Supply

Logo files are supplied electronically to the client in print and web-friendly formats. Print files will be supplied as high resolution PDFs with crop marks and bleed. If other file types are required please specify when asking for a quote, if unsure of file type required please explain your planned use. All original artwork and source files remain the property of GM unless otherwise arranged; there will be a fee for supply of original artwork and source files. All supplied artwork can only be used for its intended purchase, and must not be altered.

File Storage

It is recommended that you download and store any files sent to you in your own secure Cloud storage system. Any links to files sent to you are temporary and purely for you to gain access to your files. After 30 days there will be a NZ\$30.00 fee to resupply files/links. After two years the fee increases to NZ\$80.00.

Colour Variation

Please note there may be colour variation between the screen and final product. This occurs due to differences in the way colours are managed on the screen (RGB) and print (CMYK). Screen proofing is not indicative of the final print result, printed colours can vary between printing companies, jobs and different print runs. GM will not be responsible for any colour variations on printing as these factors are beyond control.

Payment

The client agrees to pay a 50% deposit prior to commencement of the design project. This deposit secures the project into GM's schedule. 50% of the deposit is non-refundable once the design process has commenced. If client feedback takes longer than three (3) weeks GM reserves the right to invoice for work created thus far. The balance is payable before release of final files. Any additional charges (stock images, non-standard typefaces, printing etc.) are due at the time they are incurred and must be paid for upfront. Alterations outside of the package description are charged at an hourly rate. Payments are due seven (7) days from issuance of invoice, unless otherwise arranged. A NZ\$15.00 weekly service charge will be billed against overdue invoices/late payments.

Cancellations / Refunds

You, the client, and Sarah du Jary of GM may determine to cancel a design job at any time, if the design work/relationship is thought to be unsatisfactory by either party. Written confirmation is required for any cancellation. 50% of the deposit is non-refundable once the design process has commenced, this is deemed to have occurred on receipt of a completed design brief and agreement on the design quote from the client and once sketching or designs have started. If a design project is canceled by the client prior to project completion a pro-rata payment may be applicable on any project that is more than 50% complete

(as determined by GM) for time spent on the project before the cancellation notice was received. In the event of project cancellation GM retains ownership of all original artwork and therefore cannot be reproduced by anyone else.

Privacy Policy

Your privacy is important. GM respects your privacy and personal details. Any information supplied to GM during the design process will be solely used for that purpose and not disclosed to any third parties without written consent of the client. Your email address will be added to the GM mailing list in order to keep you up-to-date on GM availability around busy periods. You are welcome to unsubscribe from this list at any time.

Acceptance of GM Terms and Conditions

Acceptance of these terms should be stated. Design work will not begin until GM has received your acceptance of these terms and conditions.

Closing Statement

Thank you for taking the time to read these terms and conditions. If you have any queries please get in touch with Sarah du Jary. This agreement is made between you the client, and GM.

Updated: December 2019.