



# TERMS AND CONDITIONS

Thank you for considering RISE+REPEAT ("R+R", "we", "us", "the designer") for your design needs. Our goal is to meet those needs according to the vision you have for your brand/project, in the most clear and attractive way. In order to help better serve you ("the client") in this way, it's imperative that you have a clear understanding of how and when work will be completed.

By entering into contract with us, you are consenting to be bound by the terms of the policies and procedures outlined below. It's important that you read and understand them before choosing to begin work with us. We just want to keep things fair! Please feel free to contact us if any of the terms in this document are unclear.

## DESIGN PROCEDURE

We believe that communication is the basis for co-operation. To that end, the following design procedure is in place in order to clarify expectations from the start:

**1. DESIGN PREPARATION FORM (DPF).** The first step of this collaborative journey is the Design Preparation Form, or DPF. This form is our initial creative point of contact. It is meant to serve you, as well as us, by quickly getting to the root of the design intent. It's a general form with basic questions to help outline the scope of your project, including all contacts, time frames, and deliverables. Its purpose is to help determine whether the project presented is an agreement that we can all comfortably enter into.

**2. CONVERSATION (via phone, FaceTime or Skype).** Once you submit your completed DPF, we'll schedule a time to talk through the specifics of the product that you're after. By harnessing the time and energy we'd spend on multiple emails into one efficient conversation, we can further establish, from the start, the feasibility of the project before any contracts are put in place. This conversation can take place via phone, or through video conferencing (whichever is most convenient and cost effective for both parties).

**3. FOLLOW-UP EMAIL.** Within 24 hours of the initial conversation, R+R will send you a follow-up email, with written minutes from the discussion. It is your responsibility to read these minutes to ensure that all details are correct and your project vision is understood. Any discrepancies need to be communicated to us within 72 hours of the email delivery. Once all details are confirmed, a design contract will be issued to you.

**4. DESIGN CONTRACT.** Once you've responded with the OK that you're happy to move forward, we'll send you a contract summarising the details of the project, as we've discussed them.

**5. WORK COMMENCEMENT.** As soon as we've received both your signed contract (via email or post) and initial deposit (via cash, cheque, money order, or electronic transfer), we'll begin working on your project!

## PAYMENT METHODS AND SCHEDULES

A 50% non-refundable deposit is due before any design work begins. After two rounds of revisions have been completed, 25% of the total fee is due. The remaining 25% balance will be due at the completion of the project, and must be paid in full

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before any final files are released. For your convenience, we accept all payments made by cash, cheque, and money order, as well as via PayPal or bank transfer. All payment details will be included in the project invoices.

### **TAXES**

All work executed by R+R is subject to a 10% GST fee. GST is the Goods and Services Tax in Australia, and is, unfortunately, not something we can avoid.

### **CHANGES TO THE PROJECT SCOPE**

We understand that your creative vision can sometimes take you in new directions once the process of realising it has begun. If, after work commences, you choose to remove items from the original agreement, you will be invoiced for the work that has been completed prior to it being removed from the project scope. Additional design items added to the scope will require a new or revised contract agreement.

### **REVISIONS**

After all concepts are presented, we allow TWO (2) rounds of revisions, in an effort to fine-tune the design to your liking. After that, we will bill you for each additional round according to the fees set in our contract.

### **GENERAL DELIVERY TIMELINE**

For each design element, our general delivery timeline for the initial design concepts is five (5) business days from the commencement of work. Revisions will generally be delivered within 3 business days of receiving your responses, depending on the complexity of the revisions. More complex changes may take up to 5 business days to deliver. Please be sure to specify as accurate a final deadline as possible in the project DPF, so that we can work with you to ensure your needs are met on time. Expedited projects may be subject to additional fees, or fewer revisions, depending on the circumstance.

With your agreement to the project timeline, you cannot unreasonably withhold the acceptance of or payment for the project. If, prior to completion, you observe any nonconformance to our outlined plan, we must be notified in writing as soon as possible to allow for any necessary corrections. If delays occur in the completion of the project due to any unforeseen or external forces beyond our control, we may – and will be entitled to – extend the completion or delivery date upon notifying you. However, we will do everything we can to maintain the deadlines we agree upon, without delay.

### **ABANDONED PROJECTS**

For the sake of efficiency and time management, we endeavor to remain in consistent communication with you throughout the life of the project design, and we ask that you do the same. In order to keep the design process moving, we ask that you respond to all our work and revisions in a timely fashion. If, at any time prior to completion, you fail to contact us within a time frame of three (3) consecutive weeks, your project will be considered abandoned. At such time, we shall have no further obligation to you as our client, and you will be required to pay all fees and expenses associated with the work already performed. Any delayed responses from you caused by circumstances beyond your control must be expressed to us in writing, and we may request evidence to validate the circumstances. R+R will not be held responsible if delays on your part result in a missed deadline.

Additionally, if the balance of your invoice has not been paid, and we are contacted after the three-week grace period, an interest fee of \$100.00 will apply before the final files are delivered to you.

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## **COLOUR MODES**

For the purpose of versatility, we will supply your final design package with files in RGB and CMYK colour modes. When you are approving work on a computer monitor, you are ONLY approving RGB colours. Computer screens can only reproduce RGB colours, and only simulate other colour modes. We will do our best to match RGB colours on your computer screen to CMYK colours, but it is physically impossible to find an exact match. When we convert your files into CMYK colours, we hold no responsibility for matching exactly your approved RGB colours. It is your responsibility to double-check the final printed colours for accuracy. Furthermore, when printing in CMYK process, the printed colours may vary. This is due to a non-standardised colour pallet used by the process printers, and the calibration of the machine itself. Therefore, unless the scope of our services to you involve the printing of your project, we remove ourselves from all the responsibilities of ensuring the quality and colours of your project printing. However, in the event of a printing issue, we can provide an editable file to your appointed printer for colour adjustment purposes only.

## **FONTS**

R+R will provide all font names used in the final design. We will not provide the actual font files. It will be your responsibility to acquire all fonts used, if you desire to incorporate them further in your branding. The type used in all final delivered files will be un-editable, unless otherwise agreed upon.

## **REJECTION AND CANCELLATION OF PROJECTS**

As our client, you're free to reject or cancel your contract at any time. However, please note that the initial 50% deposit for work commencement is non-refundable, and will, in turn, act as a cancellation fee. Depending on the nature of the cancellation, you may also be charged for work executed before the completion of the originally agreed upon contract. You will also be required to return all rights of all elements of the project to us. At that point, any usage of those elements by you or anyone affiliated with you will result in appropriate legal action, for which you will bear all costs, expenses, and reasonable attorney fees in any action brought to recover payment due under the design contract.

## **CLIENT PROFESSIONAL COURTESY**

As your designer, we will do our best to arrive at a product that best embodies the vision you have for your product. With that in mind, we will offer our professional opinions regarding design aesthetics and visual harmony. In order to maintain a dynamic working environment, we ask that you, as our client, be as open to our ideas and suggestions for your project as we are open to yours.

We are also respectful people, and we require that you communicate with us in a professional, courteous, and respectful manner. Any actions toward us that we deem disrespectful, unprofessional, or abusive may result in an immediate cancellation of the project. Your non-refundable deposit will serve as a cancellation fee, and you will be invoiced for work already produced. Actions that may result in cancellation of the project may include, but are not limited to, insulting language, malicious profanity, unwarranted criticism of the designer's general ability, disrespectful comments, personal insults, flaming on social media sites, threats to not pay for work for unwarranted reasons, bullying behaviour, or general lack of respect.

## **RISE+REPEAT PORTFOLIO AND WEBSITE CREDIT**

Our collective goal is to produce work that we're all proud to show the world.

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Therefore, we reserve the right to display and/or link to any completed projects in our portfolio and on our company website. We also maintain the right to write about the project on websites and in publication, unless confidentiality is necessary. If timing or privacy is an issue, please let us know in writing before the completion of the project.

### **COPYRIGHT**

Once our work is done and the contracted agreement is complete, the final design is yours to keep! You, as the client, will have the exclusive right to use and reproduce the completed design(s) chosen. We will provide all work in the agreed-upon formats for your use and control. All construction files (unused concepts, revision files, fonts, layered Photoshop, Illustrator, or InDesign files, and the like) remain our property, unless otherwise arranged.

We ask that our completed work not be further manipulated without our expressed consent. Additional revisions or alterations can be requested, but will require a new contract and set of fees.

Additionally, any hard-copy ideas that you provide to us, whether it be a sketch, photocopy, fax, file, etc, that you desire us to incorporate into our design process removes itself from any copyright violations or warranties. Because we can't guarantee the originality of the work you provide, we will not be held liable for any damages or violations associated with it.

We also do not file any legal trademarking applications with respect to any work we design for you. It's your right and responsibility to register any necessary trademarks.

### **APPROVAL OF FINAL WORK**

While we take extreme care to avoid errors in our work, we accept no responsibility for typographical errors, spelling mistakes, or incorrect information on any final artwork. You are required to proof read and approve all final copies. No refunds will be provided if typographical errors are found after a final design has been approved.

### **FILE STORAGE AND LOSS OF DATA**

R+R will take all appropriate precautions to safeguard its storage and all data contained within, however, we will not be held responsible for any loss of client data stored or intended to be stored or backed-up, and you won't be entitled to any form of compensation from us in the event of loss of data. With this in mind, we recommend that you also take steps to back up your project materials and files.

R+R is also not legally required to retain copies of your project once it is released to you, and we will not provide you with any future copies above what is specified in the contract agreement. You are solely responsible for the storage and safe-keeping of your completed design.

Whew! That was a mouthful! Now that all of that is out of the way, let's make something great!