

sketch studio

Terms of Service

The introduction

We're stoked that you've decided to work with us and look forward to building an ongoing relationship. The following pages outline our Terms of Service.

The fine print

AGREEMENT

By commissioning us, you agree to the following terms of service. Although the language is simple, the intentions are serious and this is a legal contract. Please take the time to read this document so we're all on the same page and keep a copy for your records.

RESPONSIBILITIES

As our customer, you have the power and authority to commission our services on behalf of your company or organisation. You agree to provide us with copy, images and other information as and when we need it, and in the format that we ask for. You agree to review our work and provide feedback within three working days. You take responsibility for proofing and sign-off of final assets. Deadlines work two ways and you will be bound by any dates that we set together. You also agree to adhere to our payment terms.

We have the experience and ability to perform the service and we will complete them to a professional standard and in a timely manner. We will strive to meet the timelines we set together, but we can't be responsible for a missed launch date or deadline if you have been late in supplying materials or have not signed off our work on time (at any stage of the project). We will maintain the confidentiality of any information that you give us.

If either party does not provide what is required of them, the other party can consider it a breach of these terms of service.

LIABILITY

We can't guarantee that the elements within your project will always be error free. We can't be liable to you or any third party for damages, including lost profits, lost savings or other incidental, consequential or special damages arising out of the use of or inability to use your artwork or website. We won't offer refunds or reprints for an approved design, due to oversights by your proofing.

For brand design projects, you are responsible for ensuring your chosen brand name is not already used by a competitor and can be legally used. For packaging design projects, you are responsible for ensuring the packaging produced complies with labelling legislation.

TECHNICAL

For branding, packaging and graphic design projects, we will design your artwork using the Adobe Suite of software, including (but not limited to) Adobe Illustrator. This is important, because we provide vector files, meaning your logo can be resized into large formats like signage, without losing quality.

For website projects, we design and build our websites using the Squarespace platform. We only recommend this platform if we believe Squarespace's functionality will be more than sufficient for what you need, in terms of technical requirements. If you decide to add advanced effects during the project, we can't guarantee that Squarespace will support the required HTML/CSS to achieve this.

We're happy to provide you with the Adobe Illustrator files and back-end website access (on project completion), but unless you've got the technical skills, assets and software, you may not be able to edit this without the help of a designer.

The fine print

OWNERSHIP

It's your responsibility to guarantee that any elements of artwork, imagery, copy or other elements that you provide us for inclusion in your project are either owned by yourself, or that you have permission to use them.

When we receive your final payment, copyright is automatically assigned as follows:

- You own the graphics and other visual elements that we create for you. It's important to know that you only own the final concept, all other designs remain our property. We will give you a copy of all final brand files and you should store them securely as we are not required to keep them.
- You also own text content, photographs and other data you provided, unless someone else owns them.

We love to show off our work, so we reserve the right to display your brand within our portfolio, as well as share on social media platforms.

ASSIGNMENT

While we always strive to manage our workflow in-house, we may need to engage subcontractors under some circumstances – such as illness or tight turnaround times. Our design contractors have been hand-picked by us because we trust them to uphold our high standard of work.

ESTIMATES

We only provide estimates when requested, if you provide all of the project details we need. This price is based on the amount of time we thought we'd need to accomplish everything that you have told us you want to achieve. That's the reason why we have to charge for any additional work added to the brief.

PAYMENTS

We're a small business, so it's important you pay our invoices promptly – we have strict seven day payment terms. After 14 days of non-payment, we'll add 5% of the remaining balance as interest, and repeat this every 7 days until payment is received.

Depending on the size and duration of your project, we may require a deposit to be paid before starting work.

TERMINATION

We're hoping that our collaboration goes off without a hitch. If for any reason you'd like to stop working with us, you will pay us for the work that we've produced up to that point.

If you do not communicate with us for 30 days, the project will be deemed closed and any final amount owing will be invoiced.