

ScribbleStache Terms & Conditions

Acceptance of Terms:

All services provided by ScribbleStache are subject to these Terms and Conditions of use. By using these services, yourself and the entity you represent agree to be bound by all the Terms and Conditions as stated below without modification. ScribbleStache reserves the right to change these Terms and Conditions at any time. Any such changes will take effect when posted on the website (see date at the top) and it is your responsibility to read the Terms and Conditions on each occasion you use this website and your continued use of the website and ScribbleStache's services shall signify your acceptance to be bound by the latest Terms and Conditions.

How I Work With You:

The first step is to simply discuss with me exactly what you want, this is referred to in the industry as your brief. ScribbleStache will then prepare a detailed proposal and estimate that will fulfill the requests in your brief. This will be fully discussed and adjusted if necessary before any creative or production work is commenced. Where a quote has been submitted without a brief and/or sighting by us of the material involved, ScribbleStaches reserves the right to submit a revised quote if required. Alterations ordered by the client that require significant research or design time will of course attract an additional fee.

Fees & Rates:

It is important to feel comfortable with a creative team before entering a working relationship, therefore ScribbleStache is happy to offer the first consultation, initial briefing response and estimates with no charge or obligation. Subsequent consultations, advice, meetings, written and spoken concepts and work associated with altering and/or implementing the proposal may attract fees at an hourly rate.

Invoicing & Payment:

Standardly two invoices are sent, one at the start of the project and one at the end. The first invoice is an upfront payment, usually 50% of the total established cost of the project. The final invoice will be issued at the completion of the project, usually the final 50% of the total cost. Invoices should be paid within 10 days of the invoice date. ScribbleStache has the right to withhold all project files and/or place a watermark on any files sent prior to the full payment being received. A "progressive invoice" may be issued for any projects placed on hold for more than 30 days, subject to standard trading terms. When ScribbleStache procures goods or services from third party suppliers on your behalf, a small fee is applied to cover handling. Under no circumstances will work be performed free of charge. Any and all printing jobs will require a deposit and must be paid for in full before delivery.

Confidentiality:

All correspondence and documents provided will be treated as confidential between ScribbleStache and the client, unless consent to share has been granted by both parties

involved.

Corrections & Changes:

A reasonable level of amendments are acceptable at no extra cost. This will include minor changes such as re-positioning of text, certain colour changes, etc. Any changes or additions to an animation or design will attract an additional fee for additional time required and will be itemised clearly on the final invoice.

ScribbleStache makes every effort to ensure the final product is free of any errors, before giving the final product to the client. It is agreed that it is the client's responsibility to ensure that there are no errors contained in the final product. It is agreed that ScribbleStache, is not responsible or held liable for any errors contained in the final product after the final product has been committed to online distribution, printing, or posted in view of the public. It is the client's responsibility to review the final proof and layout of all orders prior to online release, public releases, or printing.

Please Note: During print based work files printed in CMYK process may print differently than colours displayed on your screen or from your desktop/digital printer. Since each machine is calibrated differently, colours may also vary slightly from the original printing to each reprint of the job. If colour matching is important to you, I strongly suggest you consult with a printer about printing your piece using Pantone colours or on a special print run. Pantone colours that are converted to CMYK will shift in colour. ScribbleStache, cannot be held responsible for shifts in colour in CMYK process printing.

Order Cancellation:

In the event of cancellation of the project, ownership of all copyrights and the original artwork and files shall be returned and retained by ScribbleStache, and a fee for work completed based on the agreed price and expenses already incurred shall be paid by the client. Should the project re-commence, any payments received by the client will be credited upon completion of the project.

Overdue Accounts:

ScribbleStache may charge interest at 5 percent per annum (5%) on amounts not paid within the time specified in your invoice. The client must pay to ScribbleStache, any costs, expenses or losses incurred by ScribbleStache, as a result of the client's failure to pay to ScribbleStache, all sums outstanding as owed by the client to ScribbleStache, including without limiting the generality of the foregoing any debt collection and legal costs incurred in enforcing payment on a solicitor and own client basis.

Management of Files:

ScribbleStache will archive digital files of completed project work as a free service for clients for a period of one year upon request. You may request copies of your artwork, however the search, retrieval and distribution of physical and/or electronic files from archives can be time

consuming and therefore may attract a nominal fee. Please note that in some situations, archived files may not be accessible, due to incompatibility with current computer software and/or storage media deterioration or corruption. ScribbleStache will take every care to preserve all digital files, however ScribbleStache cannot and will not be held responsible for reproducing work free of charge in the event that files cannot be recovered. It is within the responsibility of you, the client, to ensure the safe keeping of your files upon and after which they are received.

Indemnity:

You agree to indemnify and hold ScribbleStache harmless from any and all claims, including reasonable lawyers' fees, arising out of your breach of any of these Terms and Conditions or in connection with your use of these services.

Copyright:

Until full payment has been made, ScribbleStache retains ownership of all original artwork or parts contained therein, whether preliminary or final. Upon full payment, the client shall obtain ownership of the final artwork to use for the purposes for which it was commissioned. Should the client require the original working files, they can be supplied via a digital download in which case the client will be invoiced for a nominal fee. This does not extend to the use of concepts, pre-production materials and/or peripherals developed during the course of the project, which were not selected as part of the final design.

ScribbleStache, retains the right to use the completed project and any preliminary designs for the purpose of design competitions, future publications on design, educational purposes, marketing materials, and portfolio. Where applicable the client will be given any necessary credit for usage of the project elements.

The client agrees to provide ScribbleStache, with text, images, graphics, photographs and other material which does not infringe upon the rights of any third party or copyright legislation. Copyright laws also pertain to the content you submit to ScribbleStache. Unlicensed or misuse of copyrighted material from books, magazines, newspapers, photographs, web content, writers, artists, composers, publishers, and other authors is strictly prohibited. ScribbleStache, will not assume the responsibility of checking the content of its client's submitted materials for copyright violations. Therefore, ScribbleStache will not be held accountable for any illegal use of copyrighted material by its clients.

Disclaimer:

Animation, Illustration, Design, Editing, and Marketing are all highly creative and subjective art forms. As such ScribbleStache takes every possible care with professional advice offered and any suggested creative concepts and/or their implementation, however cannot be held responsible for variations between expectation and outcome.