

TERMS AND CONDITIONS

By enlisting Vibe Creative to perform any Graphic Design, Web Design or print work you agree to the following terms and conditions.

PRICES

Prices are subject to change at any time due to the chance of our suppliers changing their prices. Please inquire for an exact quote.

REVISIONS

Revisions to the scope of work, alterations to the brief, misinterpretation of instructions must be brought to the attention of Vibe Creative prior to the commencement of the next phase. A revised quote or time schedule may be submitted by Vibe Creative if the changes affect the original approved brief & quotation.

PROOFING

A proof approval form is given when the client views the progress of a job which must be signed before any further work can commence. After the final proof no further changes can be made without additional cost. Once a job is declared finished by the client and signed for it is sent to print.

Whilst every effort is made to ensure proofs are correct, the final proof reading is the responsibility of the client. This also applies to websites built by Vibe Creative. If proofing errors are found after it has been received from the printers then re-printing will be at the expense of the client.

PRINTING

Vibe Creative is not accountable for offset printing quality and the time taken for printing services enlisted for the client. Vibe Creative will do everything it can to resolve printing issues but stresses that this business does not do its own offset printing so cannot be held accountable for this area and we urge clients to organise work at least 2-3 weeks before it is needed in case of the slim possibility of errors or mishaps somewhere along the work line. The Printers chosen by Vibe Creative do have distinguished reputations in their quality of services and mishaps are a very rare occurrence.

LIABILITY

Vibe Creative can not be held liable for any loss of business, business interruption, loss of business information, or any other form of loss, or punitive damages caused by our work.

Vibe Creative will not be held accountable for the failure to provide the services as outlined in

the brief / quotation in the event of Natural disasters, Act of God, labour disputes, illness, death, (personal & immediate family) In the event of such an occurrence Vibe Creative will notify the client at the first available opportunity that they are unable/delayed in the completion of the works as described in the brief/quotation.

COPYRIGHT

Vibe Creative retains copyright of all graphics, designs and code created and used in any work produced. No part of work produced can be used for any purpose other than originally agreed upon by any entity without expressed permission from the creator and to do so is an infringement of copyright laws. Copyright license agreements can be released to clients at additional cost giving them the right to reproduce the work as stated in the agreement. Copyright ownership of artworks and designs can be sold to clients at additional cost giving them exclusive rights to the work.

ACCREDITATION

Vibe Creative retains the right to use any work for portfolio, website and promotional purposes to promote the excellence of Vibe Creative's work unless otherwise agreed upon.

THIRD PARTY

Vibe Creative reserves the right to engage/use the services of third party designers or other service providers as independent contractors as required. Vibe Creative remains responsible for the actions of any third party contracted within the terms & conditions of this agreement.

PRIVACY POLICY

Vibe Creative will never give out or sell any of your personal information to anyone for any purpose.

Any personal and contact details gathered on this website will only ever be used for our own contact purposes.

TERMINATION

This agreement may be terminated immediately upon notification to the other party in writing. It is agreed that all services supplied upto & including the point of termination will be calculated & paid in full by the client. All confidential material will be destroyed by both parties if termination of agreement takes place.

PAYMENT

DEPOSIT

Any graphic design, web design or printing requires a 50% deposit before work commences. This deposit is non-refundable. Progress payments are also non-refundable once client has approved the progress of the next phase.

INVOICES

Vibe Creative accepts payments of Cash, Direct Deposit, Cheque and can also accept credit card payments. Visa and Mastercard If a cheque is dishonoured an extra fee of \$40 will be incurred. Failure to pay invoices by agreed time may result in a 5% late fee. Vibe Creative reserves the right to with hold delivery of quoted project until payments are up to date. Any legal

or collection fees incurred are payable by the client.

GRAPHIC DESIGN AND PRINTING

Graphic Design and Printing costs must be paid for in full before any job is sent to print following the final proof.

WEB DESIGN

50% deposit is to be paid on acceptance of quotation. All Web Design projects must be paid for in full on completion of the job. Failure to pay on due invoice will result in any live website being removed the the web.

Web Hosting, Domain Name and account details are not released to the client until payment has been received in full for completion of their website.

WEB HOSTING AND DOMAIN NAME REGISTRATION

If supplied by Vibe Creative, Domain Registration and Web Hosting costs must be paid for in full up front. Vibe Creative does not provide these services itself but enlists the services from renowned providers of such services. Vibe Creative is therefore not liable for any loss of business, business interruption, loss of business information, or any other form of loss caused by our suppliers. If problems do occur with these services Vibe Creative will assist in resolving issues as best we can. Vibe Creative can not make any guarantees of the services or the providers. Such guarantees are left up to the providers themselves.

