

# TERMS & CONDITIONS

## 1. ACCEPTANCE OF THIS AGREEMENT

- 1.1 All clients must read these terms and conditions before commencing any projects with Rimidesigns. By entering into a business relationship with Rimidesigns, the client agrees and consents to the terms and conditions in this document. A hyperlink reference to this website page is provided on every quote and invoice issued by Rimidesigns.
- 1.2 Rimidesigns reserves the right to modify its terms and conditions at any time without notice. In this case, changes will be posted on this page.

## 2. TIMEFRAME AND DELIVERY

- 2.1 As a client, you agree to provide everything that is needed to complete the project - including text, images and other information as and when it is needed, and in the requested format.
- 2.2 Rimidesigns will provide the initial draft concepts within the timeframe agreed upon by releasing them in an email or to a website for review by the client. The client will then be asked to provide feedback. Rimidesigns will analyse this feedback and will revise the designs accordingly.
- 2.3 Once the client has approved the final design and completed any remaining payment owed, Rimidesigns will then proceed with the delivery/release of files phase.

## 3. TEXT CONTENT/PROOFREADING

- 3.1 Rimidesigns is not responsible for writing, inputting or proofreading any text copy unless it is specified in the original quote. Additional fees apply for copywriting, content input and/or proofreading.

## 4. IMAGES/FONTS

- 4.1 All images are supplied by the client either in digital format or they may choose to buy stock images. Costs incurred by Rimidesigns for the purchase of stock images or fonts on behalf of the client are at an additional cost to the client.

## 5. COPYRIGHT/TRADEMARKS

- 5.1 The client unconditionally guarantees that any element of text, photos, designs, trademarks or other artwork provided to Rimidesigns for inclusion in the design do not infringe on any copyright or trademarks. The client will hold harmless and protect Rimidesigns from any claim or suit arising from the use of such as provided by the client.
- 5.2 Rimidesigns makes every effort to produce original artwork. If, however, the artwork created for you accidentally infringes on any existing trademarked artwork, Rimidesigns' liability is limited only to a refund of the paid amount. Rimidesigns will not be held responsible for any legal action that may result from improper due diligence on the availability of a company name or image.
- 5.3 Ownership of the final artwork becomes the full property of the client. Until all project invoices are paid in full by the client, Rimidesigns will retain exclusive copyright and ownership of all design and draft materials.



5.4 Unless otherwise arranged in writing, Rimidesigns retains ownership of all draft materials not used in the final design. If the client cancels their contract, all work completed during this time remains property of Rimidesigns and may be used for other clients.

5.5 Rimidesigns also retains the right to display completed projects in its portfolios and marketing materials.

## 6. REVISIONS AND ALTERATIONS

6.1 All correspondence regarding requests for revisions or project additions/alterations MUST be sent by email. Email documents the communication between the client and Rimidesigns, so they both have a record of what was discussed in case it needs to be referred to it in the future.

6.2 NO project changes, updates or approvals will be accepted over the phone. Any changes or approvals must be sent by email.

6.3 The client confirms that any extra revision work, along with requests for project additions or alterations will incur extra charges.

## 7. NO COMMUNICATION POLICY

7.1 If the client fails to communicate after 30 days, the project will be terminated and will be considered cancelled.

## 8. QUOTATION TERMS

8.1 Prices quoted are valid for 30 days from the date of quotation (unless otherwise stated).

## 9. PAYMENT POLICIES

9.1 A non-refundable deposit (based on the quotation amount) is required for all new projects, unless otherwise negotiated. The remaining payment must be paid off in full at least 40 days after the deposit - whether project has been completed or not - otherwise it will be terminated. Some smaller value projects and production items may require full payment on order confirmation.

9.2 Rimidesigns may (at its discretion) offer additional free inclusions to clients willing to pay upfront payment in full.

9.3 Rimidesigns does not offer refunds under any circumstance (except in the case of copyright infringement as noted above).

9.4 Once the client has approved the final design, they need to complete any remaining payment owed. The design work will not be released to the client until payment has been received. All formats of the project are then emailed, uploaded or posted to the client.

9.5 All printing costs must be settled in full prior to the release of files to the printer. Once the job to print has been approved, Rimidesigns takes no responsibility for errors discovered thereafter. The order cannot be cancelled or changed. The full amount for any reprints must be paid and no refunds will be given.

9.6 Finally, web hosting services must be paid upfront.

## 10. EARLY TERMINATION

10.1 In the event of the client cancelling a project after it has commenced, they must still pay in full for all work that has been produced up until that point. Ownership of all copyrights and the original products shall be returned to and retained by Rimidesigns.