



# Hello!

Below are the standard Terms and Conditions of InkySpell. Please take time to read this document thoroughly, save it and ensure you understand it before you commence a project with us. By requesting design services from InkySpell you agree to our Terms and Conditions, you are aware that you are entering a binding contract, and you agree that payment is required.

These Terms and Conditions have been construed under Australian Law and apply to all individuals, businesses or companies (the Client) engaging the services of InkySpell, its contractors, subcontractors and employees unless otherwise agreed to in writing by both parties.

## General Conditions of Contract

1. These Terms and Conditions cover all Contracts entered into by a Client with InkySpell for all services relating to design, printing, copywriting, visual media, web sites, email marketing, brand identity, illustrations, images and photography.
2. These Terms and Conditions are subject to change without notification by InkySpell.
3. These Terms and Conditions apply to InkySpell and any/all of its contractors and subsidiaries.

## Brand Design projects

Below is the standard procedure and workflow for InkySpell brand design projects.

Phase 1: Discovery  
Phase 2: Design  
Phase 3: Launch

1. A meeting is held between the Client and InkySpell, either in person, via phone call or Zoom.
2. A written Quote will be emailed to the Client along with this T&Cs document and a detailed list of all the deliverables included in the Client's project to ensure both parties understand the Scope Of Works.
3. Once the Client provides emailed acceptance of the Quote and T&Cs and pays a Deposit, InkySpell will send the Client Questionnaire and Brand Archetypes Workbook along with any other relevant information.
4. Upon the return of the Questionnaire, the Client will be advised of an official start date. The deposit amount will be either 25% or 50% depending on the payment plan the client has arranged with InkySpell (see next section).
5. InkySpell conducts the Discovery phase. Based on these findings and the Client's completed Questionnaire, InkySpell will schedule a meeting to discuss Brand Strategy.
6. After this InkySpell provides a Moodboard to the client for review. The design process begins upon the Client's written acceptance of the Moodboard.
7. InkySpell will schedule a Brand Design Presentation with the Client. The Client will have the opportunity to request revisions following the presentation.
8. Upon completion of the project, InkySpell will issue an Invoice to the Client showing the balance owing.

9. Upon payment of the balance the Client will be supplied with a Dropbox link to download their completed files. This link is valid for 7 days.

10. InkySpell will follow up with the Client approximately 1-2 weeks after file handover to offer support and assistance, and to request feedback on the project.

### Other design projects

Projects other than brand design may include:

- Print media such as business cards or flyers.
- PDF workbooks or journals.
- Printable lead magnets.
- Editable templates such as Canva documents.
- Social media bundles.
- Squarespace websites.
- Flodesk email templates.

These projects will all have their own workflows and conditions which InkySpell will communicate to the client by email.

### Quotes

1. Quotes are generated by InkySpell on the basis of conversations and emails with the Client. Quotes may be subject to change or extra changes added to the invoice if additional work is required that was not included in the original list of deliverables.
2. All written Quotes are valid for 30 days.
3. InkySpell chooses to be as transparent as possible by showing pricing for most projects on our website. InkySpell reserves the right to alter these prices at any time.
4. If a Client requires extra deliverables that extend beyond the normal Scope of Works for that type of project the price will be adjusted accordingly and stated in writing upon delivery of the Quote.

### Timeframes

All quoted timeframes are estimates based on calendar working days. No quoted delivery dates for design, printing or delivery are guaranteed and they may vary. Clients who stick to payment plans and communicate in a timely manner will be prioritised and thus ensure their projects run as close as possible to the estimated timeframe. Clients who miss payment dates, communicate in a slow or inefficient manner, or become unresponsive without a reasonable explanation may have their estimated completion date pushed out (see Communication and Ghosting Clause).

### Payment

1. For printing projects the full amount is due up front.

2. For any design projects & bundles under \$1,000 the full amount is due up front.
3. For brand design projects & bundles over \$1,000 the client can choose a 2-payment or 4 payment plan.
4. The 2-payment plan is:
  - 50% on booking
  - Full balance before handover of completed files.
5. The 4-payment plan is:
  - 25% deposit on booking before discovery phase begins.
  - 25% payment on approval of strategy & moodboard.
  - Note: at least 50% of your total project cost must be paid before the design phase begins.
  - 25% payment on approval of brand presentation.
  - Full balance due before handover of completed files.
6. Payments must be made on time to avoid delays in the project.
7. Final designs will not be released to the Client until the invoice is paid in full.
8. InkySpell reserves the right to invoice for partial work completed if the project exceeds the expected timeline, regardless of whether it is the fault of InkySpell or the Client.
9. The Client reserves the right to request a payment plan which may or may not be accepted by InkySpell. All payment plans must be agreed to both parties in writing.
10. All invoices are to be paid within 7 days of issue.
11. InkySpell retains the right to apply a Late Fee of \$20 to outstanding invoices that remain unpaid after 7 days. This fee will be applied every 14 days until the invoice is paid.
12. InkySpell retains the right to employ debt recovery services for outstanding invoices. The cost of this will be applied to the invoice.

### Business Partners

When the Client's business comprises of more than 1 business owner, the person making the initial contact must inform InkySpell that there are other parties invested and provide their contact details. Each business partner will be treated as an equal and included in communication unless InkySpell is advised in writing from all business partners that they nominate a primary contact person for the project. In this case the primary contact person will be treated as the Client and InkySpell will not seek or receive feedback from any other parties.

### Feedback and Revisions

Revisions are defined as adjustments to the artwork that are still in keeping with the original brief and moodboard. At various stages the Client will be given opportunities to provide feedback and request revisions. Please agree to:

1. Keep feedback clear, specific and constructive.
2. Reply in a timely manner.
3. Collate each round of requests into 1 email.
4. Ensure they are not contradictory.

5. Revisions must in line with the strategy agreed upon during the Discovery phase.

#### Silent Voices Clause

Clients may choose to seek external feedback and advice about their project from family, friends, coaches or business contacts. For the good of your project staying on-brief and on-deadline we must insist that the following conditions are met:

1. InkySpell is to be informed that you are seeking external feedback. Instructions can be provided by InkySpell on how the Client can request useful and constructive feedback.
2. A maximum of 3 people providing feedback or opinions.
3. At least 2 of these people should fall somewhat into your Ideal Client profile.
4. Each person must read the Brand Strategy document before viewing the Moodboard and Brand Design Presentation.
5. The Client must critically assess each portion of feedback with the Strategy & Moodboard in mind.
5. All communication to InkySpell must come from the Client only.

#### Approvals

1. The Client is responsible for ensuring that each piece of artwork is carefully checked for errors at each stage (spelling, grammar etc).
2. Approval of each piece of artwork must be made by email stating ARTWORK APPROVED.

#### Communication

1. The Client agrees to communicate with InkySpell in a clear and timely manner with the understanding that misunderstandings or excessive delays in feedback, changes and approvals may impact the projected timeline.
2. Upon commencement of the project, the Client agrees to advise InkySpell of their availability (days, hours per week) so there is an understanding of when to expect communication.
3. InkySpell also agrees to communicate with the Client in a clear and timely manner. All communications will include a requested timeframe for replies from the Client.
4. Communication should be primarily by email. Meetings will be scheduled primarily via Zoom. Phone calls are reserved for urgent situations only (i.e. needing to pause or cancel a job, unable to attend a meeting etc).

Email: [rosalind@inkyspell.com.au](mailto:rosalind@inkyspell.com.au)

Ph: 0415 955 483

Office hours are currently Mon-Wed 9am-1pm.

#### Ghosting Clause

1. In the event that the Client stops communicating with InkySpell and becomes unresponsive, InkySpell will try all avenues of communication for a maximum of 2 weeks. After this time InkySpell will send 1 final email to the Client to advise them that their project has been paused.
2. If the Client resumes contact within 2 months of that email and wishes to restart the project, a \$200 Restart Fee will apply and a new timeline will be discussed. The restart fee and any other overdue payments must be paid by the Client before the project resumes.
3. If the Client does not resume contact or restart the project with InkySpell within 2 months, the project is cancelled and the Client will be notified of this by email. The artwork and any monies paid by the Client are permanently forfeited to InkySpell. Invoices for any outstanding money will be issued (see Payment).
4. The Client is not granted any license to use artwork, brand strategy ideas or moodboard images supplied to them by InkySpell at any point in perpetuity unless it negotiated with InkySpell and agreed to in writing.
5. If the Client resumes contact and wishes to resume a project after cancellation, it is considered a new project and the process starts again from the beginning with a new Quote and timeframe.
6. InkySpell retains the right to refuse work from a ghost client at their discretion.

#### Pauses

1. In the rare event that a project needs to be put on hold by the Client, please inform us immediately by phone and email. A new timeline will be discussed taking into consideration the Client's needs and InkySpell's workload and schedule.
2. A pause of more than 2 weeks will incur a \$200 Restart Fee because a delay of that length will have a knock-on effect to other projects and adversely impact deadlines. This fee will be added to the final invoice.
3. In the rare event that InkySpell needs to pause a project, the Client will be advised immediately by phone and email. A new timeline will be discussed and all efforts will be made to meet deadlines.

#### Cancellations

1. In the rare event that the Client needs to cancel a project at any point, please inform us immediately by phone and email.
2. Cancellation of a project by the Client will result in some or all of the deposit being forfeited. This is at the discretion of InkySpell depending on how far the project has progressed.
3. Cancellation by the Client will also result in all artwork being retained by InkySpell. A discussion may take place at the Client's request to come to an alternative arrangement regarding the release of files.
4. In the rare event that InkySpell needs to cancel a project the Client will be notified immediately by phone and email. A discussion will take place regarding the reasons for this and how to handle the artwork and deposit. In some cases we may be able to pass the project on to another design studio.

#### Printing and Delivery

1. InkySpell is not a printing house and does not own commercial printing equipment.

2. We will happily work in tandem with the Client's chosen printery to ensure artwork is set up to their specifications. However it is up to the Client to ensure correct artwork is provided to the printery and we cannot be held responsible for the quality of the finished product, the delivery, or any deadlines needing to be met.
3. In some cases the Client may opt to have InkySpell manage the print work for their project. These are quotes separately to the design package and outsourced to a range of printeries depending on the quantity, the finish required and the deadline.
4. InkySpell will incorporate a Print Management Fee into the quote for these projects.
5. Once a project proceeds to the printing stage, no artwork changes, pauses or cancellations can occur. It is vital that the Client has checked and approved the artwork prior to printing.
6. With all printing there may be some colour variations between electronic visual representations of Artwork, and previous orders, to the final printed Artworks. This is due to the nature of CMYK, Offset and Digital printing and bulk-run printing systems. InkySpell will take every measure to limit this but ultimately we have no control over the print process and there will be no reprints at our expense.
7. InkySpell cannot be held liable for printing products that are damaged, lost or delayed when delivered by post or courier although the utmost care will be taken to ensure the products arrive on time and undamaged.
8. Future re-print requests of the same Artwork will incur a Print Management Fee.

#### Handover

1. The Handover stage begins when the artwork has been completed and approved by the Client. The Client will be issued with an Invoice showing the balance remaining.
2. Upon payment of the Invoice in full, the Client will receive an email with a link to InkySpell's Dropbox folder. Simply click the link to download the files and store them in a safe place on a computer, hard drive or cloud server. Files will be organised into clearly labelled folders. The Dropbox link is active for 7 days.
3. If the Client requests access to specific files or design information (e.g. colour palette, Instagram templates) before the project is formally completed, a stage payment may be applicable. This is at the discretion of InkySpell and the Client will be advised of the decision by email.
4. For most projects, InkySpell will provide JPG, PNG, PDF and SVG file formats upon completion. These will include versatile sizes in all applicable colours. The Client can request other file types if required which may be provided at InkySpell's discretion and a release fee may be payable by the Client.
5. The Client is purchasing a set of completed designs and therefore the original working files will not be released. InkySpell retains these as the originator of the designs under Intellectual Property Law.
6. InkySpell will follow up with the Client 1 week after file delivery to offer support, and again 1 month later, to offer support with launching their design and ensure the Client is implementing their files correctly.
7. InkySpell will request feedback from the Client at some point during the Handover stage. Your honesty and constructive feedback is appreciated.

#### Copyright

1. Clients who choose to submit their own Artwork, text or images for use in a design project are solely responsible for ensuring it does not violate Australian or International copyright laws. InkySpell and its

contractors assumes all written and visual content adheres to copyright laws and all correct permissions have been sought and/or royalties paid for use.

### Licensing

1. Upon full payment and handover of the final designs, the Client automatically receives a License to use the designs in perpetuity.
2. Ownership of copyright over all concepts, draft artwork and final designs remains with InkySpell under Intellectual Property Laws. This includes, but is not limited to; logos, symbols, compositions, mood boards, drafts, rejected designs, approved designs and written copy. Unlawful use of these Artworks by the Client is strictly prohibited. The use of Artwork prior to payment is illegal. For more information visit <http://www.copyright.org.au/information>
3. InkySpell and their designers retain rights to utilise Artwork and all design elements for their own portfolio and self-promotion.
4. InkySpell and its designers retain the right to show portions of works-in-progress on their social media accounts without permission from the client. InkySpell will take measures to protect the privacy and integrity of the project and the Client.

### Force Majeure

1. InkySpell shall not be liable for any failure or delay in supply or delivery of Artwork or services where such failure or delay is wholly or partly due to any cause or circumstances whatsoever outside the reasonable control of the Company including but not limited to pandemics, war, strikes, lockouts, industrial disputes or unrest, government restrictions or transport delays, fire, power outages, failure attributable to hosting suppliers, breakdown of plant, theft, vandalism, riots, civil commotions, accidents of any kind or act of terrorism.

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