

Terms of agreement

Payment schedule - 50% deposit

A 50% deposit is required upfront, before any work commences. The remaining 50% is due before the final files are delivered. All payments received are not refundable in the event the project or the relationship is terminated for any reason. If The Pencil Box does not receive sufficient communication from the client to continue the progress of the project within 6 months, the project will be terminated and no refunds given. If any part of the work for this project is delayed for longer than 30 days, The Pencil Box will bill for work completed to that point. If the payment is not received within 30 days of invoice date, a late fee of 10% per month will be imposed.

Client responsibilities

As the customer, you are empowered and authorised to enter into this contract on behalf of your company or organisation. You agree to provide The Pencil Box with all the creative materials we need to complete the project, including text, images and other information as and when we need it, and in the format that we require. We will maintain the confidentiality of any information that you give us. You agree to review our work, provide feedback and sign off approval in a timely manner. Deadlines work both ways, so (like us) you are bound by any dates that we have set together. You also agree to stick to the payment schedule. We have the ability to perform the services you require from us, and we will carry them out in a professional and timely manner. We will endeavour to meet all the deadlines set, but we cannot be held responsible for a missed deadline if you have been late in supplying materials, or if you have not approved or signed off our work on time.

Providing content

The client is responsible for providing all written content and images for use (unless otherwise specified). This content must be completely edited and ready for use. If you would like to use our copywriting services, this can be arranged for an agreed fee. All images must be in the format that we request, and must have the correct usage rights. We will take no responsibility for images that are found to be stolen or uncredited.

Intellectual property

"Intellectual property rights" refers to all patents, rights to inventions, copyright (including rights in software) and related rights, trademarks, service marks, get-up and trade names, Internet domain names, rights to goodwill or to sue for passing off, rights in designs, database rights, rights in confidential information (including know-how) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which subsist or shall subsist now or in the future in any part of the world. (Phew! That was a mouthful.) You will guarantee that all elements of text, images or other artwork you provide are either owned by you, or that you have permission to use these. We will do the same.

Revisions

The estimate or quotation price of this project is based on the number of hours that we estimate will be required to accomplish everything that you have told us you want to achieve. If you change your mind, add extra requests or new concepts, or even add a new product, that won't be a problem. It will, however, be charged at our hourly rate. We always endeavour to meet all urgent requests, but we are not always in a position to do so. Please allow 48 hours' turnaround for small design requests or revisions. We allow for 3 (three) rounds of revisions. One "revision" refers to the client providing one set of feedback, and The Pencil Box actioning that feedback. Each time feedback is provided, it counts as another "round". Should you exceed 3 rounds of changes, you will be charged at our hourly rate.

Client approval

Approved design will be used for roll-out of other elements. Any further changes or additions to the design roll-out will incur further costs. As our client, you are required to approve and proofread all final designs, type, press proofs and test sites. The Pencil Box will make every effort to ensure that no information is misrepresented. However, the client assumes all responsibility for content. Your approval of all tangible materials, artwork and printing proofs will be assumed after the work has been submitted for review, unless you indicate otherwise in writing. In order to avoid errors, text or design changes and corrections, will not be taken over the phone, but must be provided electronically. Any text or design with extensive changes must be provided as a marked-up PDF, indicating the revisions to be made.

Completion of project

The work outlined in this agreement will be turned around within a reasonable, non-rush timeframe, which will be determined, where possible, and mutually agreed upon at the start of each project. Late or weekend hours incurred to accommodate additional compressed deadlines, if needed, will be negotiated separately. Our schedules assume timely review by you, the client, of all deliverables. You will receive one finished design, in the format of a final file type appropriate to the medium. This will be print-ready or web-ready (final art, not working files). The Pencil Box will not supply raw files for you to edit or change, but we may offer you the master file for an additional buyout fee, or if agreed upon upfront.

Any delay in completion of the project due to client action or negligence, supplier delays, unforeseen illness, or external forces beyond the control of The Pencil Box, shall entitle The Pencil Box to extend the completion date, upon notifying the client, by the time equivalent to the period of such delay. All work will be completed within the standard work week (Monday through Friday, 9am to 5pm). The Pencil Box is closed on all major holidays, and for a period of 3 weeks over Christmas and New Year.

Reproduction of work

The Pencil Box retains the right to use the completed project and any preliminary designs for the purpose of marketing its business, and may display work created on digital, social media platforms and print. We will not display any confidential artwork. Any design, copywriting, drawing, illustration,

concept or code created for the client by The Pencil Box is licensed to the client on a one-time only basis and may not be modified, re-used or re-distributed in any way or form without the written consent of The Pencil Box. In the event of multiple proposed designs being submitted to you for selection, the one design selected is deemed by The Pencil Box as fulfilling the contract. All other designs remain the property of The Pencil Box, unless otherwise agreed in writing.

Legal stuff

We work within industry best practices, and to the standard expected from a suitably qualified person with relevant experience. However, we cannot guarantee that our work will be completely error-free, and we cannot be liable to you or any third party for damages, including lost profits, lost savings or other incidental, consequential or special damages. Your liability to us will also be limited to the fees payable, and you will not be liable to us or any third party for damages, including lost profits, lost savings or other incidental, consequential or special damages.

Rejection/cancellation of work

The client shall not unreasonably withhold acceptance of, or payment for, the project. If, prior to completion of the project, the client observes any non-conformance with the design plan, the client must notify The Pencil Box promptly, allowing for necessary corrections. Rejection of the completed project or cancellation during its execution will result in forfeiture of the deposit, and possible billing for any additional labour or expenses incurred to date. All elements of the project must then be returned to The Pencil Box. Any usage by the client of those design elements will result in appropriate legal action. The client shall bear all costs, expenses, and reasonable attorney's fees in any action brought to recover payment under this contract, or any in which The Pencil Box may become a party by reason of this contract.

Legal compliance for products

Please ensure that your products and packaging comply to industry standards. The Pencil Box does not accept any responsibility for legal compliances.

Printing and packaging

The Pencil Box does not offer printing and packaging services and does not accept any responsibility for printing or packaging errors or defects. We are happy to liaise with printing and packaging suppliers, at additional costs, but cannot guarantee their product or services. The Pencil Box is a design studio fulfilling the contract of design.

Website hosting

We do not offer website hosting, email, SSL certificates or other services relating to hosting. You will need to approach a website hosting company to purchase your domain and for hosting and email services. We will need all this information when we start the development of your website.

Website design

We require your site map and content plan before we begin. We will submit your website designs in PDF format. This is based on one of our website templates, specifically created to suit your business. We require a minimum of two weeks' design time before submitting the first creative.

Website development

The Pencil Box creates the design look and feel of the website, but outsources the website development. Once the website design is approved, it is handed over to the developer for completion. Once the design is approved, no further design changes will be made. The developer requires between four and eight weeks of development time (depending on the complexity of your site) before submitting the first interactive website draft. Should extra plug-ins or coding be required, other than what was agreed to, the developer will submit a separate cost estimate for that. The client will liaise directly with the developer once the site has gone live for any further assistance. Unless separately agreed, The Pencil Box is not responsible for updating copy or images into the content management system once the website is approved. The developer provides professional maintenance services and can provide a separate cost estimate for that. Please ensure that your website administration details are correct. The Pencil Box does not accept any responsibility for legal compliances or payment errors on e-commerce sites.

Acceptance of agreement

The specifications and conditions are hereby accepted. The Pencil Box is authorised to execute the project as outlined in this agreement.