

TERMS & CONDITIONS

The following Terms & Conditions apply to all products and services provided by Funky Chicken Design. All work carried out by Funky Chicken Design is on the understanding that the client has agreed to Funky Chicken Design's Terms & Conditions. Please take time to read through these Terms & Conditions thoroughly to ensure you fully understand them before you commence any work with us. We reserve the right to change or alter these Terms & Conditions at any time without notice. Please speak with us if you are unsure or do not understand any aspect of this document.

Pricing & Estimates

Charges for design services to be provided by Funky Chicken Design will be set out in a written estimate that is provided to the client. The client agrees that changes required over and above the estimated work or required to be carried out after acceptance of the draft design will be liable for a separate charge. Should there be a change or new concept that differs from the initial brief, a new estimate will be given and additional fees will be payable according to time involved. Prices are subject to change without prior notice and estimates are valid for 30 days.

Rush Rates

A percentage will be added to the total of an invoice to cover overtime expenses if the client stipulates a very short turnaround time. This will be communicated to the client via email by Funky Chicken Design before any work on the aforementioned 'rush job' is commenced.

Deposit

The client agrees to pay a non-refundable deposit of 50% of the estimated amount to commence any job, with the balance payable prior to delivery of finished artwork. No artwork will be handed over until the full balance has been paid.

Outstanding accounts will incur a late fee of \$5.00 per day until the outstanding amount has been paid. If you are having trouble paying your account please let Funky Chicken Design know as arrangements can be made so no extra fees are applied to your account.

Progress Payment

During each stage of the design process, the customer may be asked to make a Progress Payment. Continuing to the next stage or release of work done by Funky Chicken Design on behalf of the client, will not take place before cleared funds have been received.

Cancellations

Cancellation of orders may be made initially by telephone contact, however following this, Funky Chicken Design will need formal notification in writing. This can be in the form of a letter or email. The client will then be invoiced for all outstanding work completed by Funky Chicken Design. The balance of monies due must be paid within 14 days.

If a project is cancelled after approval to start and booking fee has been paid, this is non-refundable and will act as the cancellation fee. However, if a proof has been given and the project is then cancelled the full estimated price minus booking fee will need to be paid by the client. You will remain liable for all fees during any period when services have been discontinued or suspended due to a failure on your part to comply with these Terms & Conditions.

Suspension of Services

Funky Chicken Design reserves the right to terminate services in any case where the client fails to perform their obligations under the Terms stated here. In any case where an amount payable is overdue by more than 14 days, Funky Chicken Design may terminate your account with final files withheld.

Colour Variations

There may be some colour variations from what you see on your screen, to what the final product looks like and/or previous orders. This is due to the nature of CMYK printing. Where possible, proofs will be shown prior to the final print-run. There will be no reprints at Funky Chicken Design's expense.

Approvals of Artwork

While Funky Chicken Design takes care to avoid errors, once artwork is approved, it is final. Please take time and care in editing your artwork. Spelling mistakes and incorrect information supplied to us, is not Funky Chicken Design's responsibility. No refunds or reprints will be given.

Ownership of Artwork

Until full payment has been made, Funky Chicken Design retains ownership of all artwork. Upon full payment, the client shall obtain ownership of the final artwork to use and distribute as they see fit.

If a choice of designs is presented, only one solution is deemed to be given by Funky Chicken Design as fulfilling the contract. All other designs remain the property of Funky Chicken Design. The client will not have any rights to concepts, drafts and/or ideas used in creating the final design.

Design Credits

When designing a website for a client, the client agrees to allow Funky Chicken Design to place a small credit on the client's website. This will usually be in the form of a small logo or line of text placed towards the bottom of the home page linking to Funky Chicken Design's own website.

The client also agrees to allow Funky Chicken Design to place any designs and websites, along with a link to the client's site, on Funky Chicken Design's own website for demonstration purposes and to use any designs in its own publicity.

Copyright & Trademarks

By supplying text, images and other information to Funky Chicken Design for inclusion in the client's design or website, the client declares that it holds the appropriate copyright and/or trademark permissions. The ownership of such materials will remain with the client or rightful copyright or trademark owner.

Design Project Duration

Any indication given by Funky Chicken Design of a design project's duration is to be considered by the client to be an estimation. Funky Chicken Design will endeavour to meet the client's timeline, but shall not be responsible for any loss or damage caused by late delivery.

Delivery

Funky Chicken Design is not liable for printing products that are damaged, lost or delayed when in transit. Where possible, the client will be supplied with a tracking number and you can contact the appropriate courier company for more information on your parcel.

Payment Methods

All invoices will be emailed to the client as a PDF file. Payment can be made by cash, cheque or Direct Deposit (preferred). Please make all cheques payable to 'Lauren Davies'. Returned cheques will incur an additional fee of \$50 per returned cheque. Funky Chicken Design reserves the right to consider an account to be in default in the event of a returned cheque.