Terms and Conditions

The placement of an order for any products or services offered by Evoke Visual Creations, constitutes acceptance of the Terms and Conditions outlined below. Before commencing any services with Evoke Visual Creations, it is the responsibility of the client to ensure you fully understand these terms and conditions.

PRICING

Artwork estimates are valid for a period of 30 days due to our use of suppliers. All artwork prices are estimates and should only be used as a guide for each job. Estimates are based on the brief and proposal provided by the client. Extra work outside the original quoted scope will attract extra fees.

The following services may not be included in the estimate, unless specified: printing, scanning, photoshop manipulation, photography, illustrating, editing or copy writing. Evoke Visual Creations can provide these services at an additional cost if required.

Your acceptance of a proposal confirms that you have contracted Evoke Visual Creations for the project described (Quote). If you make any changes in the requirements and/or specifications of the project, we reserve the right to change the proposal costs.

DEPOSIT

A non-refundable deposit of 50% is required before any work can commence. The balance is required in full before the install or delivery of finished work. Any payments received late are subject to interest of 5%.

PROJECT DURATION/TURN AROUND

We will provide a written estimate of time for each stage in our quote. As soon as we become aware of any reasons to change our estimate we will inform you as soon as possible. If you do not object to that within 5 working days, we assume that you accept this variation to our estimate.

REVISIONS

Your quote includes up to 3 revisions (provided each revision takes no more than 30 minutes to undertake) to the concepts provided by Evoke Visual Creations are included in the initial estimate. Additional revisions incur extra cost and will be charged on a per hour basis, as agreed between you and Evoke Visual Creations.

CANCELLATIONS/CHANGES

Any cancellations received after approval to start and deposit paid, you will forfeit your deposit and you agree to pay for the time and materials used up to and including the date Evoke received your cancellation. If the project has been completed, the customer will be obligated to pay the full amount as quoted. Evoke Visual Creations reserves the right to terminate services in any case where you fail to perform your obligations under the terms stated here.

APPROVAL OF ARTWORK

While Evoke Visual Creations takes care to avoid errors, it is the responsibility of the client to give final artwork approval. Evoke Visual Creations is not responsible for any errors typographic or otherwise on design work once the client has approved proofs both electronic or printed, so please check all artwork thoroughly. No refunds or reprints will be given for any errors present at the time of receipt of final approval.

SUPPLYING CONTENT AND FILES TO US

The supply of content and assets is the responsibility of the client. Content must be thoroughly reviewed before it is supplied, Evoke Visual Creations will take no responsibly for errors or omissions contained in content supplied to us.

You must supply all text files in Word or the body of an email as soft copy. We recommend professional copy-writing for your text.

Images supplied by the Client must be of a quality suitable for use on the design project, Evoke Visual Creations will not be held responsible for any image quality which the client later deems to be unacceptable. Any images supplied by the client for printed materials should only be supplied in 300dpi resolution as a minimum, images taken from the web are not adequate for print. Where possible, logos should be supplied in vector format. Any company corporate colours, fonts or style guides should be specified before design is commenced.

COPYRIGHT OF SUPPLIED FILES

By supplying text, images and other data to Evoke Visual Creations for inclusion in the customer's work, the customer warrants that it holds the appropriate copyright and/or trademark permissions. The customer also warrants that the work does not contain anything that is libellous or scandalous, or anything that threatens anyone's right to privacy or other personal or economic rights.

The customer agrees to fully indemnify Evoke Visual Creations for all liability, damages, and costs that may be incurred in any legal action from the customer not having obtained all the required copyright, and/or any other necessary permissions.

OWNERSHIP OF ARTWORK

Upon full payment, the client shall obtain ownership of the final artwork to use and distribute as they see fit. Evoke Visual Creations may use artwork created for our own marketing, portfolio and promotion purposes. Please inform us in writing if you object to us using your artwork for our portfolio and marketing purposes.

Fonts are not copyright to Evoke Visual Creations, therefore we are unable to supply you, the client, with a licence to use fonts used within any given project. Please be aware that if you use a font that is subject to copyright and you have no obtained any licence required, you might sued by the owner of that font.

Logos and brand identity created by Evoke Visual Creations can be provided to the client in various file formats. EPS, PDF, JPG and PNG files are standard, any additional file formats required will attract an additional fee.

Should you require changes to the logo at a later date, we ask that you return to Evoke Visual Creations with your request in order to maintain copyright and design integrity. Fees will apply for any changes.

On final payment customer will own and hold copyright of the final logo(s) and and final brand(s) created by Evoke Visual Creations. All draft concepts provided are owned by Evoke Visual Creations.

FINAL ART FILES

Final art print files (logos excepted) will be provided to the client as high resolution PDF files unless requested otherwise. It is our policy that the final art working files (InDesign, Photoshop or Illustrator) remain with Evoke Visual Creations to protect both your copyright and ours.

PRINTING

While we do everything we can to ensure your print job is of the highest quality, there may be colour variations between what you see on a computer screen, to what the final product looks like, and previous orders. This is due to the nature of CMYK printing and bulk-run printing. Evoke Visual Creations does not take responsibility for differences in colour due to the printing process, and there will be no reprints at our expense.

If a press check is necessary, it will be billed to your account for time and mileage. Unfortunately we cannot supply print samples for small jobs. While reasonable steps are taken to investigate the materials we recommend, we accept no responsibility for the performance or quality of materials or any consequential loss arising from their failure. The customer agrees not to hold Evoke Visual Creations responsible for any such loss or damage.

SUBMITTING YOUR OWN ARTWORK

Evoke Visual Creations offers printing and signage services, but when submitting their own artwork the client takes full responsibly for any artwork or printing mistakes, and copyright laws. Artwork must be print-ready to the correct specifications. No refunds or reprints will be given. Please contact Evoke Visual Creations for artwork specifications for each job.

DELIVERY

Evoke Visual Creations is not liable for products that are damaged, lost or delayed when in transit. We recommend that you take out insurance on any item that is to be delivered by a third party.

ARTWORK RETRIEVAL

Once your job is completed we archive your artwork files. Should you require us to search for and re-open archived files to retrieve artwork we may charge a fee for this service.

The Client also has a responsibility for archiving any work provided by Evoke Visual Creations.

PAYMENT AND INVOICING

Terms of payment are strictly 7 days from invoice date. Invoices can be paid by Direct Deposit (preferred), otherwise cash, credit card or cheque. When paying your invoice by direct deposit, please quote the invoice number. When making payment please send the receipt to accounts@evokevisualcreations.com.au to confirm the payment has been deposited into our account so we can commence work or release your artwork or goods.

Projects may be invoiced per stage with progress payments if agreed at the onset or at our discretion given size and length of project. Payment in full of any balance must be received before delivery of finished work.

If you fail to pay your invoices in full within 7 days, we can, at our discretion instruct solicitors to pursue the debt and legal costs from you.

CLOSING JOBS

Evoke Visual Creations has a policy to close off long term jobs that are not progressing after 28 days. The client will be notified before close off, and unless we are advised otherwise and provided with further instruction or content to progress and complete the job within a reasonable time frame, the job will be invoiced at close, for time we have invested into the project so far. Payment will be requested at our standard payment conditions.