

ScribbleStache Terms & Conditions

Acceptance of Terms:

All services provided by Alex Papanicola (ScribbleStache), are subject to the Terms and Conditions of use. By using these services, yourself and the entity you represent (collectively hereinafter referred to as "you") agree to be bound by all the Terms and Conditions as stated below without modification.

ScribbleStache reserves the right to change these terms and conditions at any time. Any such changes will take effect when posted on the website (see date at the top) and it is your responsibility to read the terms and conditions on each occasion you use this website and your continued use of the website shall signify your acceptance to be bound by the latest terms and conditions.

Indemnity:

You agree to indemnify and hold Alex Papanicola & ScribbleStache harmless from any and all claims, including reasonable lawyers' fees, arising out of your breach of any of these terms and conditions or in connection with your use of these services.

How I Work With You:

The first step is you simply discussing with me exactly what you want, referred to in the industry as your brief. Alex Papanicola, will then prepare a detailed proposal and estimate that will fulfil the requests in your brief. This will be fully discussed and adjusted if necessary, with you before any creative or production work is commenced. Where a quote has been submitted without a brief and/or sighting by us of the material involved, I reserve the right to submit a revised quote if required. Alterations ordered by the client that require significant research or design time will of course attract an additional fee.

Fees & Rates:

I understand that it is important to feel comfortable with a creative team before entering a working relationship and therefore I am happy to offer the first consultation, initial briefing response and estimates with no charge or obligation. Subsequent consultations, advice, meetings, written and spoken concepts and work associated with altering and/or implementing the proposal may attract fees at an hourly rate.

Corrections & Changes:

A reasonable level of amendments are acceptable at no extra cost. This will include minor changes such as re-positioning of text, certain colour changes, etc. Original estimates include one set of corrections, unless otherwise stated. Work in excess of this will attract a fee for additional time required.

Alex Papanicola makes every effort to ensure the final product is free of any errors, before giving the final product to the client. It is agreed that it is the client's responsibility to ensure that

there are no errors contained in the final product. It is agreed that Alex Papanicola, is not responsible or held liable for any errors contained in the final product after the final product has been committed to online distribution, printing, or posted in view of the public. It is the client's responsibility to review the final proof and layout of all orders prior to online release, public releases, or printing.

Please Note: During print based work files printed in CMYK process may print differently than colours displayed on your screen or from your desktop/digital printer. Since each machine is calibrated differently, colours may also vary slightly from the original printing to each reprint of the job. If colour matching is important to you, I strongly suggest you consult with a printer about printing your piece using Pantone colours or on a special print run. Pantone colours that are converted to CMYK will shift in colour. Alex Papanicola, cannot be held responsible for shifts in colour in CMYK process printing.

Invoicing & Payment:

Standard projects should be paid within 10 days of the invoice date. Larger projects may require an upfront payment, usually 50% of the full cost of the project, however this can be discussed beforehand. In this case two invoices are sent, one at the start of the project and one at the end. All printing jobs will require a deposit and must be paid for in full before delivery.

A "progressive invoice" may be issued for any projects placed on hold for more than 30 days, subject to standard trading terms. The final invoice will be issued at the completion of the project, with credit for any amount previously paid.

When Alex Papanicola, procures goods or services from third party suppliers on your behalf, a small fee is applied to cover handling. Under no circumstances will work be performed free of charge.

Order Cancellation:

In the event of cancellation of the project, ownership of all copyrights and the original artwork and files shall be returned and retained by Alex Papanicola, and a fee for work completed based on the agreed price and expenses already incurred, shall be paid by the client. Should the project re-commence, any payments received by the client will be credited upon completion of the project.

Overdue Accounts:

Alex Papanicola may charge interest at 5 percent per annum (5%) on amounts not paid within the time specified in your invoice. The Client must pay to Alex Papanicola, any costs, expenses or losses incurred by Alex Papanicola, as a result of the Client's failure to pay to Alex Papanicola, all sums outstanding as owed by the Client to Alex Papanicola, including without limiting the generality of the foregoing any debt collection and legal costs incurred in enforcing payment on a solicitor and own client basis.

Management of Files:

Alex Papanicola will archive digital files of completed project work as a free service for our clients for a period of one year upon request. You may request copies of your artwork, however the search, retrieval and distribution of physical and/or electronic files from archives can be time consuming and therefore will attract a nominal fee. Please note that in some situations, archived files may not be accessible, due to incompatibility with current computer software and/or storage media deterioration or corruption. Alex Papanicola, will take every care to preserve all digital files, however Alex Papanicola cannot be held responsible for re-producing work free of charge in the event that files cannot be recovered.

Confidentiality:

All correspondence and documents provided will be treated as confidential between Alex Papanicola and the client, unless consent to share has been granted by both parties involved.

Copyright:

Until full payment has been made, Alex Papanicola retains ownership of all original artwork or parts contained therein, whether preliminary or final. Upon full payment, the client shall obtain ownership of the final artwork to use for the purposes for which it was commissioned. Should the client require the original working files, they can be supplied via a digital download and the client will be invoiced a nominal fee. This does not extend to the use of concepts and/or peripherals developed during the course of the project, which were not selected as part of the final design.

Alex Papanicola, retains the right to use the completed project and any preliminary designs for the purpose of design competitions, future publications on design, educational purposes, marketing materials, and portfolio. Where applicable the client will be given any necessary credit for usage of the project elements.

The client agrees to provide Alex Papanicola, with text, images, graphics, photographs and other material which does not infringe upon the rights of any third party or copyright legislation.

Copyright laws also pertain to the content you submit to Alex Papanicola. Unlicensed or misuse of copyrighted material from books, magazines, newspapers, photographs, web content, writers, artists, composers, publishers, and other authors is strictly prohibited. Alex Papanicola, will not assume the responsibility of checking the content of its client's submitted materials for copyright violations. Therefore, Alex Papanicola, will not be held accountable for any illegal use of copyrighted material by its clients.

Disclaimer:

Animation, Illustration, Design, Editing, and Marketing are all highly creative and subjective art forms. As such Alex Papanicola, takes every possible care with professional advice offered and any suggested creative concepts and/or their implementation, however I cannot be held responsible for variations between expectation and outcome.