

VISION eleven

Terms & Conditions

These Terms and Conditions govern the services provided by Vision Eleven (“the Designer”) and the relationship with you, our client (“the Client”). By engaging with us or purchasing our services, you agree to the following terms.

General Information

Services Offered: We provide branding, design, marketing, social media content, website design, product photography, and related creative services. **Custom Projects:** All work is custom and tailored to the Client's needs.

Delivery times vary depending on the scope and responsiveness of the Client.

Client Responsibilities

Accurate Information: The Client must provide correct and complete details (e.g., business information, copy, logos, brand assets) before work begins.

Feedback & Timelines: Timely feedback is required to keep projects on schedule. Delays in providing feedback or materials may cause project timelines to shift.

Approvals: Once the Client approves final designs, the Designer is not responsible for errors (including spelling, grammar, or design issues).

Payment Terms

Deposits: A 50% non-refundable deposit is required to begin any project. The remaining 50% is due upon completion and before delivery of final files.

Full Payment: For smaller services (under \$500), full payment may be required upfront.

Late Fees: Payments overdue by more than 7 days will incur a late fee of 0.8% per day on the outstanding balance.

Rush Fees: Urgent projects may incur a 20% rush fee, subject to availability.

Hourly Rate: Any work outside the agreed scope is billed at \$85 per hour (e.g., extra revisions, new requests, strategy calls).

Refunds: Deposits are strictly non-refundable. Once work has commenced, no refunds are offered. In special cases, a credit may be issued at the Designer's discretion, valid for 90 days.

Scope of Work & Revisions

Scope: Work is carried out as per the approved proposal/quote. Any additional requests will be billed separately.

Revisions: Two (2) rounds of revisions are included unless otherwise agreed in writing. Additional revisions will be charged at the Designer's hourly/day rate.

Extra Work: Any meetings, calls, or creative development outside the agreed scope will be charged additionally.

Intellectual Property & Ownership

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Extra Work: Any meetings, calls, or creative development outside the agreed scope will be charged additionally.

Timelines & Communication

Delays: If the Client fails to respond for 7+ days, the project may be paused and rescheduled according to the Designer's availability.

Deadlines: Vision Eleven will aim to meet agreed timelines, but delays may occur due to factors outside our control (e.g., illness, technology issues, or client delays).

Cancellations & Termination

Client Cancellation: If the Client cancels before work begins, the deposit may be refunded minus admin costs. If cancelled after work has begun, the Client will be billed for work completed up to that point.

Designer Termination: Vision Eleven may terminate the agreement if the Client is unresponsive, fails to pay, or breaches terms. In such cases, no refunds will be issued.

Liability

Design Use: The Designer is not responsible for outcomes beyond the agreed scope, including how designs are applied (printing, marketing, third-party usage).

Content: The Client is responsible for ensuring all content (text, imagery, trademarks) provided is legally owned or licensed.

Limit of Liability: Vision Eleven's liability will not exceed the amount paid for the specific service giving rise to the claim.

File Storage & Access

Final design files will be delivered upon project completion. Vision Eleven may retain backups for up to 90 days but is not obligated to store them long term. Retrieval after this period may incur an admin fee.

Force Majeure

Vision Eleven will not be held liable for delays or failure to deliver due to events beyond our control (natural disasters, illness, power outages, etc.).

Governing Law

These Terms and Conditions are governed by New Zealand law, and disputes will be subject to the exclusive jurisdiction of the New Zealand courts.

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