

TERMS OF AGREEMENT

ABN 42 330 877 496



Eclectic Creative is an Interior Decoration, Styling and Creative Direction service in Melbourne, Australia. All recommendations, designs and costings are proposals only and suggestions to improve your space or concept and any further project management is the responsibility of the client.

All photography, designs, creative work, ideas and content created and displayed on our website, social media accounts, ebooks, ecourse and other marketing and promotional material rights are reserved and protected by copyright law. For permission or usage requests please contact us hello@eclecticcreativecom.au

Designs by Eclectic Creative are not to be used for construction purposes.

Eclectic Creative does not accept responsibility or no warranty is given to

(A) As to the accuracy of any colour, consistency, product specification, life span, environmental or chemical properties, sheen warranties, guarantees or suitability for the purpose of any product utilized.
(B) That final colours and finishes when applied will be identical to any samples shown to you.
I do not take any responsibility for any manufacturer or for formulations of any products, nor application by trades-persons.

No responsibility is taken for:

(A) Any changes in products or colours by manufacturers.
(B) Trades-persons/suppliers of products substituting colours or brands specified.

As colour and product preferences are intrinsically matters of personal taste and style, responsibility for all final product selection, concept and colour selection and approval rests with you. It is most important that you very carefully consider your selections before proceeding.

Any items or materials suggested by Eclectic Creative, which incur a price change, are out of stock, discontinued or require extra freight will not be the responsibility of Eclectic Creative. However, we will endeavour to provide instruction and specifications to best suit availability.

Payment:

Pricing is as quoted at time of order and we accept payment of invoice via bank transfer. All prices are final. Payment of invoice and quote means you, the client accept the Terms of Agreement. Any additional design services outside the scope of this agreement will be billed to you, the client at the hourly rate of \$90. These services include, but are not limited to, additional requests to the design or concept, project management, meeting with contractors on-site, additional delivery coordination, shopping services etc.

Depending upon the chosen design package engaged, final designs will be detailed and presented via email attachment only or additionally as a hard copy for Full Service Interior clients. Timing and lead times will be discussed upon agreement but may be subject to change.

Any changes, additions or cancellations must be advised in writing via email as soon as possible. Any refunds or scope changes will be assessed and agreed on prior to proceeding. Refunds will be dependent on work done and at the complete discretion of Eclectic Creative. All verbal communications will be confirmed and accepted via email by the customer.

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Cancellation:

This agreement can be terminated in the event that either party fail to uphold the terms. Phone call or a written notice are required to explain the reasoning. Eclectic Creative will be compensated for all the design services performed prior to notice such as termination at \$90 per hour. Eclectic Creative shall also be compensated for all outstanding balances on purchases made on behalf of you.

Purchasing:

At client's request, finish materials, fixtures and furniture can be purchased by Eclectic Creative and purchasing agreement will be presented for client approval, signature and payment. Full payment upfront is required for any purchases by Eclectic Creative. All follow up and after care service relating to product, including faults or warranties is to be dealt with the manufacturer directly by you.

Photography:

At the completion of all projects by Eclectic Creative we like to have professional photography taken, at your convenience, to document and form the Portfolio of works for the website and all social media and Promotional material - You agree that photography of the space and design/decoration can be taken and used on our website and promotional material. Please let Eclectic Creative know if you do not agree to these conditions.

If you, the client decides to post an image or photo of Eclectic Creative's work on social media you must credit Eclectic Creative and relevant photographers by tagging all parties in all posts and crediting our work. Giving credit to Eclectic Creative means tagging in the photo and also including in caption: Styling and Photo: @jess_eclecticcreative

Photos, images and graphic design produced by Eclectic Creative are not to be used by a third party to encourage business to their account.

All final images (photo shoots, product styling services) are sent via Dropbox to download photos. Please refrain from editing or adding filters to the final images as to alter the finished aesthetic of the images. Please also upload (not screenshot) the images for final viewing and usage as to uphold the high quality of images.

By accepting quotes and proceeding with all jobs outlined above the client accepts all term and conditions in their entirety of this agreement.

If you do not understand or would like further clarification please email us hello@eclecticcreative.com.au to discuss.