Efish Designs – Terms & Conditions

Acceptance

Engaging Efish Designs confirms acceptance of these Terms & Conditions. Acceptance may be provided in writing (including email), through approval of a quote, or by payment of any invoice issued by Efish Designs.

These Terms & Conditions are provided at the time of quoting and are considered accepted prior to the commencement of any work. By proceeding with a booking, the Client acknowledges they have read, understood, and agreed to these Terms.

Scope of Services

Efish Designs provides publication design services as agreed in writing prior to commencement.

If a project extends beyond the agreed scope, additional work will be discussed and approved before proceeding and may incur additional fees.

Fees & Payment Terms

All pricing will be outlined in a formal quote. A 50% deposit will be required to secure a project.

Final payment is due within 7 days of invoice issue unless otherwise agreed in writing. Late payment fees, if applied, will be reasonable and reflect actual administrative costs incurred.

Client Responsibilities

To support the successful delivery of services, the Client agrees to:

- Provide clear briefs, references, and expectations
- Ensure all required approvals, access, and permissions are obtained

Communication & Timelines

Project timelines are based on timely communication and approvals. Delays in client feedback may result in adjusted delivery timeframes.

Project Cancellation (Kill Fee)

If a project is cancelled after work has commenced, Efish Designs reserves the right to invoice for work completed up to the cancellation date.

Creative Direction

Efish Designs will work collaboratively with the Client; however, creative direction and execution remain at the discretion of Efish Designs to fulfil the agreed brief.

Deliverables & Turnaround

Estimated delivery timeframes will be agreed prior to commencement. Timeframes may vary depending on project complexity.

Expedited delivery is not available.

Revisions
Up to two (2) revisions are included unless otherwise agreed. Additional revisions or significant changes outside the original brief may incur additional charges.

Deliverables & File Use
Final photographic files will be supplied as high-resolution and web-resolution JPEGs unless otherwise agreed. RAW or unedited files are not included.

Efish Designs is not responsible for issues arising from third-party use, modification, or misuse after delivery.

The Client is responsible for specifying required formats and sizes prior to project commencement.

Usage & Licensing
Unless otherwise agreed in writing, Efish Designs retains copyright of all creative works.

The Client is granted a non-exclusive licence to use final deliverables for agreed business purposes.

This licence does not permit resale, sublicensing, or distribution to third parties without prior written consent.

Standard formatting adjustments (e.g. cropping, resizing) are permitted. Any other alterations require prior approval.

Consumer Law Statement
Nothing in these Terms excludes, restricts, or modifies any rights the Client may have under the Australian Consumer Law.

Efish Designs' services come with guarantees that cannot be excluded under the Australian Consumer Law, including that services will be provided:

- with due care and skill
- within a reasonable time
- and be fit for the agreed purpose

Portfolio & Marketing Use
Efish Designs may use completed work for portfolio and marketing purposes.

If confidentiality is required, the Client must notify Efish Designs in writing prior to project completion.

File Storage & Archiving
Final files will be stored for a limited period (typically 3–6 months). Clients are responsible for backing up files upon delivery.

Data & Backup
Reasonable care is taken in handling files; however, Efish Designs is not liable for data loss beyond its control.

Liability
To the extent permitted by law, Efish Designs' liability is limited to the total fees paid for the services provided.

This limitation does not apply to any rights or remedies available under the Australian Consumer Law.