



Starter Package

Overview

This document is to outline the starter package that will be offered by **E. Studios Pty Ltd;** also simply known as E. Studios.

The following pages will discuss the role of E. Studios in the creative process for your company. Allowing our team to do what we do best, will give you the time and energy to continue focusing on your primary work.

Please read the following details carefully and feel free to contact us at: hello@e-studios.com.au for any assistance with this document.

About Us

E. Studios is a digital design agency which focuses on graphic design and animation. Our team are skilled professionals in the industry and we take the time to train and develop our creatives. We help with bringing your brand to life by providing services in graphic design, animation, web design, and illustration.

This is your all-in-one solution.

Values

E. Studios encourages four main values to uphold:



CREATE

We create to experiment with our imagination



COLLABORATE

We collaborate to achieve the best outcomes



CONNECT

We connect by listening with open communication



CARE

We care about our work as well as our clients

What's Included

Digital Design (unlimited)

Web banners, social media posts, advertisements, icons, buttons, photo-editing, conceptual product mockups, eBooks, photo-manipulation, file conversion, basic illustration (low detail), front-end development (HTML & CSS), conceptual design, UI/UX, web banners, logos, website graphics.

Print Design (unlimited)

Banners, letterheads, signage, flyers, posters, newspaper advertisements, brochures or documents (no larger than 8 pages), packaging design, letterheads, banners, business cards, other printables.

Social Media Animation (1/month)

Animated flyer and/or video with animated graphics in square (1080x1080) and story (1920x1080) sizes no longer than 30 seconds. TV adverts no longer than 30 seconds and looping animations.

Photo Editing (unlimited)

background removal, photo manipulation, item removal, enhancing effects or filters.

Web Optimisation (unlimited)

Naming and uploading images on websites for SEO, optimizing file size for web, adding heading tags, adding meta tags.

File Conversion (unlimited)

Converting a file from one format to another.

Drafts within 5-7 days

This is an estimated delivery time only. (see section 16. Estimated Delivery Schedule) Delivery of content can be earlier in some cases but we provide this estimate to ensure the client can plan ahead of time.

IM Support

Instant messaging via whatsapp or telegram for instant feedback. We use this platform as it is linked to the client's mobile number which ensures us the feedback is directly from the client.

Call Support

Not included. Standards calls are fine but longer calls (longer than 15 minutes will not be included and be billed as an After Hours Fee)

Weekly Meeting Updates

An optional meeting is available if you would like a face-to-face meeting to discuss upcoming projects. Otherwise, a summary of progress updates will be sent at the end of the week.

NOTE: E. Studios supply stock images from royalty free sites and Adobe Stock. If you have specific images in mind that are from third-party places (ie.iStock) will be at your own discretion and would have to be purchased on your end.



Your Information

Client Full Name	
Company Name/ Trading Name	
ABN	
Contact Email	
Contact Number	
Project	
Monthly Price	\$900.00 (inc. GST)
Description	Monthly graphic design and animation services without a locked-in yearly contract which includes direct communication with the designer. (see section 14. Communication)
Pricing Schedule	\$900 per month including GST. Invoices will be sent one week before the first day of the month. This service has no lock-in agreement and will require the client to advise 3 days prior to the start of the month if they require it.

Please read the **Terms of Service** attached carefully before agreeing to the service.
The Client acknowledges the Services listed are included in the scope of work and that any additional work outside of this scope must be negotiated accordingly.

Client Signature (Above)

FULL NAME:

DATE:

E. Studios Director Signature (Above)

FULL NAME: Jozzelle De Jesus

DATE:

Terms of Service

1. DEFINITIONS

“E. Studios” means the company E. Studios Pty Ltd (ABN 60 639 293 879) and any of its Employees or Directors.

“Client” means the person or entity who ordered an E. Studios Service.

“Service (or Services)” means any E. Studios service the Client has agreed to use in accordance with a Service Agreement.

“Service Agreement” means the specifics of a Service, and may include a creative brief, payment schedule, list of Deliverables, and any relevant correspondence or attachments from E. Studios or the Client at the time of agreement.

“Deliverables” means any work to be delivered to the Client as a final outcome for a Service Agreement.

“Working Files” means any digital project files used to create and modify preliminary works for the Service Agreement (e.g. a Photoshop project file).

“Ideal Outcome” means the Client’s idealised vision for how Deliverables should physically or digitally manifest, especially in appearance. Usually, a Client’s Ideal Outcome is not fully realised at the start of Service, and develops as Service progresses.

“Feedback” means any comments, directions, edits or critiques from the Client on work produced for a Service Agreement.

“Quote or Quotes” means an estimated price of the Services that the Client has requested and are considered as merely an invitation for the placement of an order for the provision of Services and does not give rise to a binding contract between the parties.

“Revision (or Revisions)” means the process and outcome of producing revised work for a Service Agreement based on Feedback supplied by the Client.

“Alteration” means any substantive change to a Service that falls outside the scope of the existing Service Agreement.

“Third Party Content/Service” means a proprietary work or service from an external party, including (but not limited to) audio, video, stock photography, illustrations, copywriting, sound production, or website hosting.

We’re just
telling
you what
everything
means.

2. GENERAL

2.1. E. Studios is governed by the laws and regulations of the State of Queensland and Commonwealth of Australia and their Courts hold exclusive jurisdiction on E. Studios, its Services, policies, and Terms of Service.

3. ACCEPTANCE

3.1. The Client signifies acceptance of these Terms of Service on acceptance of a Service Agreement with E. Studios and payment of the deposit defined in the Service Agreement.


3.2. E. Studios, in accepting a Service Agreement, will provide Service(s) as defined in the Service Agreement, but cannot warrant it can, or will, meet requirements not expressly defined in the Service Agreement.

3.3. In accepting a Service Agreement, the Client also accepts that:

- i. E. Studios provides a creative service.
- ii. A creative service is subject to design and artistic interpretation, and an Ideal Outcome cannot be guaranteed through the scope of an E. Studios service.
- iii. However, E. Studios will aim for a suitable outcome within scope of the Service Agreement and these Terms of Service.

3.4. Should the Client exhaust the scope of the Service Agreement before E. Studios can achieve their Ideal Outcome (e.g. workload falls into the next month), the Client can choose to:

- i. Finish the Service Agreement and be provided with Deliverables based on the most suitable version of work completed; or
- ii. Purchase a Service to extend the Service Agreement (e.g. purchase additional monthly service **[see Section 6]**); or
- iii. Cancel the Service Agreement as defined in **9. Cancellation, Suspension or Termination of Service (see Section 9)**.



**What it
means when
you accept
our service.**

4. CLIENT RESPONSIBILITIES

- 4.1. The Client warrants that any information supplied by the Client to E. Studios is true, lawful and conforms to applicable industry standards.
- 4.2. The Client accepts responsibility for the correctness of any information supplied to E. Studios and that the information supplied is up to date.
- i. E. Studios shall not be held liable for errors in works or content supplied by the Client, including (but not limited to) syntactic or grammatical errors, misspellings, faults in media, or outdated content.
- 4.3. The Client warrants that any information supplied for inclusion into Deliverables do not infringe on intellectual property rights and is lawful for the Client and E. Studios to use and reproduce. This includes (but is not limited to) any Third Party Content/ Service, written content, media, or the name of a company, brand or product.
- 4.4. The Client accepts responsibility for the clarity, accuracy and extensiveness of Feedback, and accepts that the quality of Feedback directly affects the effectiveness of any consequent Revision.
- 4.5. The Client accepts responsibility for estimating their own timeframe for their Deliverables and will not hold E. Studios responsible for their lack of planning or correspondence to complete the Deliverables. ***(see section 16. Estimated Delivery Schedule as a base guide to timeframes)***.
- 4.6. E. Studios does not provide any marketing or promotional advice in a professional capacity, and the Client agrees to accept responsibility on these matters and seek professional advice as appropriate.



So you
know your
responsibility.

5. E. STUDIOS RESPONSIBILITIES

5.1. E. Studios will supply its Service(s) with due care and professional skill, but cannot guarantee our Service(s) will be error free; errors proven to have been made by E. Studios will be rectified without additional charges.

5.2. E. Studios will strive to supply continuous availability of Service(s), but shall not be held liable for Service interruptions, suspensions, or downtime that may occur due to:

- i. unpaid invoices; or
- ii. lack of correspondence from the Client; or
- iii. scheduled holidays; or
- iv. breaches of the Service Agreement; or
- v. unforeseen circumstances.

5.3. E. Studios shall inform the Client of any Third Party Content/Service that the Client may need to purchase if not already specified in the Service Agreement.

i. The Client can purchase the Third Party Content/Service at their own expense, or, for a fee, negotiate for E. Studios to purchase the Third Party Content/Service on their behalf.

ii. E. Studios shall not be held liable for the need to purchase any Third Party Content/Service or for faults in any Third Party Content/Service.



**So you know
ours too!**

6. FEEDBACK, REVISIONS & ALTERATIONS

- 6.1. The Client agrees that any Feedback or Alteration requests must be sent in writing or via phone call to E. Studios (E. Studios prefers email or WhatsApp but please check what's included in your service).
- 6.2. E. Studios understands that a Client's requirements may evolve as Service progresses. However, any Alteration to the Service has a cost and:
- i. Alteration requests, or any Feedback that also amounts to an Alteration request, shall first be negotiated with E. Studios.
 - ii. E. Studios is under no obligation to work on an Alteration until the applicable Alteration request is accepted by both the Client and E. Studios into an amended Service Agreement.

7. BILLING & QUOTATION

- 7.1. The Client agrees to pay the price as defined in the Service Agreement and any fees incurred additionally by the Client with E. Studios.
- i. E. Studios fees are in Australian Dollars and inclusive of applicable taxes unless otherwise stated.
 - ii. Fees incurred will be billed in the following month.
- 7.2. E. Studios allow **7 days** for Clients to pay an invoice. The Client agrees to pay an E. Studios invoice within **7 days**, or:
- i. pay a **Late Payment fee** defined in the Fee Schedule (**see Section 15**) for each "follow-up" invoice issued to chase payment.

7.3. In addition, the Client accepts that:

- i. E. Studios shall issue the Client a final warning to pay on a third follow-up invoice.
 - ii. E. Studios may turn the debt over to a third party collections agency, or engage the Client in litigation to collect the debt on non-payment of a third follow-up invoice.
 - iii. E. Studios shall repossess applicable works and intellectual property rights from the Client **on unsuccessful collection efforts**, and the Client forfeits any rights to use or reproduce the E. Studios works. E. Studios may pursue legal action to enforce these terms.
- 7.4. Quotes may be provided for services outside of the scope of the Service Agreement and will last a total of 14 days. Any Clients who wish to accept a Quote after this 14-day period will require a newly revised Quote which may change the price of the service.

**Remember we need
your feedback and we
don't work for free!**

8. REFUNDS

8.1. E. Studios shall have discretion to process refunds in line with these Terms of Service and Australian Consumer Law (see the Australian Competition & Consumer Commission's published [policies and guidelines](#)).

i. The Client agrees they shall not be entitled to a refund if they breach the Service Agreement or these Terms or Service.

ii. The Client agrees that paid deposits are non-refundable once Service has commenced.

8.2. E. Studios will issue a refund if:

i. The client has been charged the monthly fee but no work has commenced during the monthly service period or;

ii. The Client has provided notice **3 days** prior to the first day of the month.

9. CANCELLATION, SUSPENSION OR TERMINATION OF SERVICE

9.1. The Client can request cancellation of a Service Agreement for any reason and is subject to the terms of this Service Agreement.

9.2. Should the Client decide to cancel the Service Agreement, a written cancellation must be received by E. Studios **3 days prior to the start of the month**.

9.3. E. Studios may suspend or terminate a Service Agreement if:

i. the Client has unpaid invoices; or

ii. the Client has ceased any correspondence with E. Studios for a period of more than **14 days**; or

iii. the Client bullies, harasses, is disrespectful, or does not act in good faith towards E. Studios or any of its staff; or

iv. the Client is asking for a substantial amount of work outside the scope

v. the Client is in breach of the Service Agreement or these Terms of Service; or

vi. the Client has become insolvent or bankrupt.

9.4. E. Studios will restore a suspended Service Agreement on remedy of the reason for suspension. Any clients who's service has been restored will need to pay invoices upfront instead of the 7 day payment terms.

9.5. E. Studios may restore a terminated Service Agreement subject to negotiation with the Client and on character of the Client, but is under no obligation to restore a Service Agreement after termination.

9.6. The Client agrees that any outstanding invoices are still payable on and after cancellation, suspension or termination of a Service Agreement, with late fees still applicable as set forth in Billing (**see Section 7**).

You can break
up with us,
but we would
be very sad.

10. ARTWORK RIGHTS

10.1. E. Studios retains ownership and copyright to all works, Working Files, concepts and drafts originally owned or created by E. Studios, unless otherwise defined in a written contract or specified in these Terms of Service.

i. When supplied to E. Studios, the Client retains ownership and copyright of works, Working Files, concepts and drafts originally owned or created by the Client unless otherwise defined in a written contract.

10.2. The Client shall have ownership and copyright of Deliverables at the conclusion of the Service Agreement and after payment of all outstanding fees.

i. E. Studios is under no obligation to supply to the Client any Deliverables prior to the payment of all outstanding fees.

ii. It is the Client's responsibility to secure their own intellectual property rights on Deliverables or its contents, including (but not limited to) trademarks on logos, brand names, or company names.

10.3. E. Studios reserves the right to exhibit Deliverables for a portfolio or the promotion of our Service(s) unless exclusion is explicitly requested by the Client in written form to hello@e-studios.com.au.

10.4. E. Studios is under no obligation to supply to the Client any Working Files owned by and copyrighted to E. Studios. However, if available, E. Studios can supply a Client with Working Files at a **Working File Release fee** defined in the Fee Schedule (*see Section 15*).

i. E. Studios tailors Working Files individually for each Client, and, in accordance with these Terms of Service and the Privacy and Confidentiality terms (*see Section 13*), will only supply Working Files to the Client they were tailored for and not to any third parties.

ii. If supplied, E. Studios grants the Client permission to use the E. Studios Working Files as a means to reproduce or modify the work, but does not grant the Client any copyright to the Working Files.

iii. Rights to works contained in any supplied Working Files are determined by intellectual property laws, and it is the Client's obligation to ensure they use and reproduce the works in accordance with these laws.



**We're artists
and we know
our rights.**

11. DATA MANAGEMENT

- 11.1. The Client has sole responsibility to maintain backups of their data past the duration of a Service Agreement and will not hold E. Studios liable for incomplete, out of date, or corrupt data recovered from the Client's or E. Studios' backups and archives.
- 11.2. The Client acknowledges that E. Studios does not provide services in data storage or management and agrees that any files provided via the E. Studios Google Drive will be available at a maximum term of **3 months** before being purged.
- 11.3. The Client agrees that their failure to download copies of the files to their own personal storage within the 3 month period, will result in payment of a **File Restoration fee** to retrieve an additional copy from E. Studios.
- 11.4. If available, E. Studios can supply a backup of the Client's data at a **File Restoration Service fee** defined in the Fee Schedule (*see Section 15. Fee Schedule*).
- 11.5. E. Studios hold no obligation to maintain a backup of the Client's data following the cancellation or termination of the Service Agreement for any reason.

- 11.6. The Client acknowledges that E. Studios will keep personal data in our own local servers for lawful record purposes; a maximum of 5 years as advised by the [ATO](#).
- i. Personal data may also include records of email or phone call correspondence between the Client and E. Studios.

12. RELATIONSHIP OF THE PARTIES

- 12.1. The Client agrees not to engage, solicit, or employ on any basis any E. Studios staff for the duration of a Service, unless otherwise agreed upon in a written contract with E. Studios.
- 12.2. E. Studios shall not be held liable for any damages or lost profits to the Client as a result of the Client's decisions or operations, even if the damages or lost profits were consequential to the Client's use of an E. Studios work or Service, including (but not limited to):
- i. lost profits from a Client's failed promotional campaign which uses E. Studios work.
- ii. litigation damages (e.g. due to defamation or misleading conduct) from content the Client requested E. Studios to produce.

- 12.3. The Client agrees to immediately notify E. Studios of any changes to their business position, financial or otherwise, which may affect their ability to meet their obligations in a Service Agreement or these Terms of Service.

13. PRIVACY AND CONFIDENTIALITY

- 13.1. E. Studios adheres to the Privacy Act 1988 (Commonwealth of Australia).
- 13.2. E. Studios or the Client shall not disclose to any third party private information or information declared confidential by E. Studios or the Client, other than:
- i. for the purpose of the Service Agreement or these Terms of Service; or
- ii. on written agreement; or
- iii. under lawful direction by authorities.

This sums
up how we
handle data
and privacy.

14. COMMUNICATION

- 14.1. E. Studios agree to accept communication between **7am - 7pm**. Any communication outside of these hours will incur an additional **After-Hours fee (see section 15)**.
- i. The **After-Hours fee** is payable at a minimum of 1 hour and any minutes thereafter will be rounded off to the closest half-hour. (For example: 1 hour 35 minutes will be billed at 1.5hours, totalling to \$120)
- 14.2. Communication between the parties include:
- i. Text, call, whatsapp or email anytime with a response between 7am-7pm.
- ii. Optional face-to-face meetings once a week.
- 14.3. E. Studios will strive to respond to Client correspondence within the reasonable timeframes of:
- i. 3 working business days for email correspondence
- ii. 3 hours of an instant message, text or phone call unless it is outside of the communication hours of 7am-7pm

- 14.4. The Client agrees to receive from E. Studios any correspondence related to their Service(s), including (but not limited to) emails, SMS, WhatsApp messages, or social media conversations.
- 14.5. If opted in, the Client agrees to receive marketing and promotional emails from E. Studios to the contact details they have supplied.
- i. The Client may unsubscribe to these marketing and promotional emails by notifying E. Studios.
- 14.6. The Client agrees that impromptu phone calls shall not exceed a maximum of **15 minutes** and that they must book **48 hours in advance** if they wish to extend this call time. Any calls exceeding this time will incur the **After-Hours fee**.

15. FEE SCHEDULE

After-Hours fee	\$80.00 per hour outside communication hours
Late Payment fee	\$15.00 per additional follow-up invoice
Working File Release fee	\$300.00 per file
File Restoration Service fee	\$100.00 per file

Please be
considerate
of our time.

16. ESTIMATED DELIVERY SCHEDULE

16.1. The estimated delivery schedule is intended to be used merely as a guide; the actual delivery of Services may differ per Client and/or situation.

16.2. E. Studios do not hold responsibility for any delays in the Service if the fault is found to be of the Client.

We give you
this guide so
you can plan
effectively!

<p>Digital Design - Web banners, social media posts, advertisements, icons, buttons, photo-editing, conceptual product mockups, eBooks, photo-manipulation, file conversion, basic illustration (low detail), front-end development (HTML & CSS), conceptual design, UI/UX, web banners, logos, website graphics.</p>	<p>Designs with less than 2 pages First Draft: 2-5 Business Days Revisions: 1-3 Business Days</p>
<p>Print Design - Banners, letterheads, signage, flyers, posters, newspaper advertisements, brochures or documents (no larger than 8 pages), packaging design, letterheads, banners, business cards, other printables.</p>	<p>Designs with more than 2 pages and Logo Designs First Draft: 5-7 Business Days Revisions: 2-5 Business Days</p>
<p>Social Media Animation - Animated flyer and/or video with animated graphics in square (1080x1080) and story (1920x1080) sizes no longer than 30 seconds. TV adverts no longer than 30 seconds and looping animations.</p> <p>Sound Editing* - royalty free sound effects, royalty free background music</p>	<p>First Draft: 5-7 Business Days Revisions: 2-5 Business Days</p>
<p>Photo Editing - background removal, photo manipulation, item removal, enhancing effects or filters.</p>	<p>First Draft: 5-7 Business Days Revisions: 1-3 Business Days</p>
<p>Web Optimisation - Naming and uploading images on websites for SEO, optimising file size for web, adding heading tags, adding meta tags.</p>	<p>1-5 Business Days</p>
<p>File Conversion - Converting a file from one format to another.</p>	<p>1-5 Business Days</p>
<p>Web Design - conceptual design, UI/UX, web banners</p>	<p>First Draft: 5-7 Business Days Revisions: 2-5 Business Days</p>
<p>Other Design - EDMs, photo-manipulation, file conversion, basic illustration (low detail), front-end development (HTML & CSS)</p>	<p>First Draft: 5-7 Business Days Revisions: 2-5 Business Days</p>

17. ACKNOWLEDGEMENT

The Client acknowledges that they have read the Terms of Service and hereby agree to the terms.

Client Signature (Above)

FULL NAME:

DATE:

E. Studios Director Signature (Above)

FULL NAME: Jozzelle De Jesus

DATE:

