

TERMS AND CONDITIONS

MIRABELLE MAKERY
BESPOKE CALLIGRAPHY & WEDDING STATIONERY

SEMI-CUSTOM STATIONERY

Prices are in GBP.

Definitions:

Client: as identified by invoice, or order processed through the website

Artist: Mirabelle Makery / Charlotte Andrews

Project: Custom or semi-custom invitations and stationery

Product: Wax seals, etc

Upon purchasing from the website or paying an invoice from Mirabelle Makery, clients agree to the following terms and conditions:

PAYMENT & ORDER CANCELLATION

- 100% of the Project fees are due upon placing an order via the website or receiving an invoice.
- If the scope of the Project changes after payment has been paid, then either placing a new order on the website will be required or an invoice will be created accordingly. Time scales may have to be extended to account for the change in the scope of the Project.
- 1 design proof is included in the fee. The Client agrees that there is an additional fee of £50 per hour with a 1 hour minimum per design proof charged to the client for text after the revised design proof has been sent to the client. All other revisions, such as layout, illustrations, redrawing, and/or calligraphy styles, will be quoted and charged depending on the work required.
- Cancellation fees are due based on the amount of work completed. The client agrees to accept Artist's good faith estimation of how much work as been completed. In general, "Design work" comprises of 50% of the invoice, and "Printing work" comprises of 50% of the invoice. The entire order invoice is refundable only when the project is not yet processed, before the "content required" status has taken place.

- Once the artist has sent the content form to be filled out, 10% of the entire invoice is no longer refundable.
- Once the artist has received the content form back from the client, 20% of the entire invoice is no longer refundable.
- Once the artist has begun the design work, whether or not the first design proof has been sent, whether or not there has been any revision rounds, 50% of the entire invoice is no longer refundable.
- Once the artwork has been approved and the items are sent to print, 100% of the entire invoice is no longer refundable.
- Once the project has been printed and assembled, 100% of the entire invoice is no longer refundable.
- In the unlikely event of the order being cancelled by the Stationer the Client will be given a full refund.

PROCESS & TIMELINE

- Once the Project fee has been paid, within 3 business days the Client will receive an email (if necessary) from the Artist requesting additional content for their Project. This Project is now considered processed, and is at the “Content required” status.
- The Client will need to complete the form, and make the decisions for designs, content, extras, before any work can be started on their Project. The Artist will review the completed form and advise of any additional charges or changes that may be required within 3 business days. Once the Client and the Artist have agreed on the content, the project will now move to the “Design work” status.
- The Artist will provide 1 design proof by email based on the content and design decisions provided by the Client within 5 working days. There is one minor revision round included. The minor revision round includes a one-time list of text (not calligraphy) and layout changes, within the limits of the semi-custom design selected. The Artist reserves the right to provide limitations for the invitation layout. The Client will provide any changes requested in the one minor revision round at one time. The Artist will provide a revised design proof for approval.
- The Client agrees that there is an additional fee of £50 per design proof per hour with a 1 hour minimum charged to the client for text after the revised design proof has been sent to the client. All other revisions, such as layout, illustrations, redrawing, and/or calligraphy styles, will be quoted and charged depending on the work required.
- Once the artist has provided the final design proof, the “Design work” is considered completed. Once the design proofs and included revision rounds have been completed, the client approves the work. This is considered “Approved work”, when the items have not yet been sent to print. Client agrees to pay the Artist an additional fee, to be negotiated separately for changes requested

after the project is at the “Approved work” status but have yet to send the project to print. The Client agrees to pay the Artist for any additional work performed and also agrees to accept Artist’s good faith estimation.

- Once the project has been sent to print, the project is now in the “Printing work” status. The client agrees to pay the Artist additional fees, to be negotiated separately, for changes requested and/or additional printing and shipping expenses. The client also agrees that any additional printing and/or changes would mean additional time before the project is printed and completed. In general, most printing methods on paper will require 3-4 weeks, but additional time would be required for unique materials and printing methods. The Client will be advised of this estimate for unique materials and printing methods prior to printing work.
- Once the project has returned from the printer, the Artist will accomplish any additional assembly work such as calligraphy addressing, ribbon tying, invitation assembly, etc. In general, invitations less than 125 pcs will require up to 2 weeks, but additional time would be required for higher quantities and unique materials and assembly methods. The client will be advised of this estimate prior to printing work. Once the assembly has been accomplished, the project is considered “Finished project”.
- The timeline is dependent on receiving timely responses from the Client for the Project to move on the each new stage.
- If the Artist attempts to contact Client three or more times in the period of a month and is not successful in receiving a meaningful response, this is considered an unreasonable delay.
- Due to the handmade nature of our Projects, our Projects are not eligible for return, exchange or refund. If it is determined that there is an error on the Artist’s side, due to printing, depending on the schedule the Artist will pay for reprint and the shipping costs, or will provide a refund based on the amount of work that needs to be reprinted. Client agrees to accept the Artist’s good faith estimation on how much will need to be refunded. If is determined that there is an error on the Artist’s side due to handwritten portions, depending on the schedule, the artist will rewrite the work and pay for shipping costs, or will provide a refund based on the amount of work that needs to be reprinted. Again, the Client agrees to accept the Artist’s good faith estimation on how much will need to be refunded.
- Client agrees that the quantity provided at the order is priced accordingly and any additions to the quantity prior to printing will incur additional costs including but not limited to costs per unit, shipping, and printing setup costs. After the project has been sent to print, the client agrees to pay additional shipping, printing and setup costs required for additional units. Client agrees that any reductions to the quantity will require the quote to be revised by the Artist, as the invoice is a combination of design fees and printing fees, and not by cost per unit.

SUBMISSION OF TEXT & ADDRESS LISTS

- Guest names and addresses must be submitted exactly as they should be produced in calligraphy. This includes formal titles, capitalization, abbreviations, and punctuation.
- Names are limited up to 1 line: 2 first names OR a first and second name OR 2 titles and a surname. Addresses are limited up to 4 lines.
- Guest and address lists must be typed and numbered, and submitted in an editable format. When submitting a Word or Google document, write addresses in stacked format with line breaks, just as they should be on the envelopes. When submitting a spreadsheet, each line of the address must be in its own column. Spreadsheets with extra columns of information that aren't relevant to the job will not be accepted.
- Client must proofread and finalize all text and guest lists before submitting them. Any changes or additions should be emailed immediately as a separate document. If redos are required based on the new document, they will be charged as additional items.
- Any redos required because of typographical errors on the part of the Artist will be done immediately at no charge, and delivered at the Artist's expense.

SCHEDULING, RUSH ORDERS, & DELIVERY

- Projects are scheduled to begin on specific dates. The payment books your Project's start date.
- Allow 10 business days extra for assembly details such as calligraphy envelope addressing, wax seals, and on the day calligraphy such as place cards and table name orders up to 125 pieces. Turnaround time for larger orders, signage, or very complex designs will be estimated on a case-by-case basis.
- Clients are responsible for all delivery fees. Completed Projects will be delivered using a trackable and insured shipping service. Any excess delivery required out of the original quote will be added to a final invoice at the project's completion.
- Rush orders incur an additional 50% charge.
- Once the Project leaves the Artist's studio for shipping, the Artist is not responsible for any loss, delay, or damage to the product. The Client is responsible for all shipping, custom and duties fees. Shipping charges will be charged before items are shipped.
- For international clients, the full value of the project would be declared in accordance with the law to comply with customs fees and taxes.

DIGITIZED CALLIGRAPHY (NON-COMMERCIAL)

- Lettering digitized for reproduction is done the traditional way – all created to order, written by hand then digitized and exported for use in print or on the web.
- Prices included a digital proof of digitized calligraphy for client approval and one round of edits.

OWNERSHIP RIGHTS

- All artwork is for personal use only and not commercial.
- All artwork, both proposed and completed, is the wholly owned copyright of the Artist, and may not be reproduced, adjusted, distributed, or displayed without prior written permission. This means that designs may not be taken and printed elsewhere. For example, Client may not hire Artist to create wedding invitation suites and use any of the artwork on the suites on additional artwork or stationery, such as menus, sandwich boards, guest charts or other work(s). If Artist's work is misappropriated, Client understands and accepts that Client will be invoiced for these additional work(s).
- The Client agrees to indemnify and hold the Artist harmless against any and all claims, costs, and expenses, including attorney's fees, due to materials included in the work at the request of the Client for which no copyright permission or privacy release was requested, or for which uses exceed the uses allowed pursuant to a permission or release.
- Artist reserves the right to photograph or publish for promotional and marketing needs any Project created for the Client. For the purposes of recognition of creative excellence or professional advancement, Artist must be credited with authorship.
- Artist will be sensitive to the timing of events that the Client intends to use the work for.

DISCLAIMER

It is expected that the Client has spent a satisfactory amount of time reviewing Artist's calligraphy and design work and has a reasonable expectation that my service will produce a reasonably similar outcome for the Client. Reasonable efforts will be made to incorporate the Client's suggestions and desires when providing the Client with the services, although the Client may not have the final say regarding the aesthetic judgement and artistic quality of the services. Dissatisfaction with Client's aesthetic judgement or artistic ability are not valid reasons for termination of this Contract or request of any monies returned.

- Every Client and final delivery is different, with different tastes, budgets, and needs;
- Calligraphy is a subjective service and the Artist is a provider with a unique vision, with an ever-evolving style and technique;
- The Artist will use its personal judgment to create favourable results for Client, which may not include strict adherence to Client's suggestions;
- Dissatisfaction with the Artist's independent judgment or individual management style are not valid reasons for termination of this Contract or request of any monies returned.
- Printing can result in small variations. Minor differences in texture, colour, size and positioning can sometimes occur and are not classed as a fault. Please be aware that colours appear differently on screens to paper.
- For handmade paper invitations the Artist cannot guarantee the colour, look, texture and size will be identical to any samples the client has purchased. Handmade paper may vary in various elements upon manufacturer's discretion and is considered part of the paper's charming character.

LIMIT OF LIABILITY

Maximum Damages. Client agrees that the maximum amount of damages he or she is entitled to in any claim relating to this Agreement or Services provided in this Agreement are not to exceed the Total Cost of Services provided by Artist.

Indemnification. Client agrees to indemnify, defend and hold harmless Artist and its affiliates, employees, agents and independent contractors for any injury, property damage, liability, claim or other cause of action arising out of or related to Services and/or product(s) Artist provides to Client.

IMPOSSIBILITY

Force Majeure. Notwithstanding the above, either party may choose to be excused of any further performance obligations in the event of a disastrous occurrence outside the control of either party, such as, but not limited to:

1. A natural disaster (fires, explosions, earthquakes, hurricane, flooding, storms or infestation); or
2. War, Invasion, Act of Foreign Enemies, Embargo, or other Hostility (whether declared or not); or
3. Any hazardous situation created outside the control of either party such as a riot, disorder, nuclear leak or explosion, or act or threat of terrorism.

Failure to Perform Services. In the event Artist cannot or will not perform its obligations in any or all parts of this Agreement, it (or a responsible party) will:

1. Immediately give Notice to Client via the Notice provisions detailed in this Agreement; and
2. Issue a refund or credit based on a reasonably accurate percentage of Services rendered; and
3. Excuse Client of any further performance and/or payment obligations in this Agreement.

DATA PROTECTION

All information collected from you is confidential and will only be seen by Mirabelle Makery and our printing partners if necessary. We will only ever ask you for the information we need for your order and shipping. Your information and data (including address list, guest list and wording for your stationery) will be deleted 90 days after the final job completes. For details on our privacy policy please see www.mirabellemakery.com/privacy

Signed Agreement to the Semi Custom Stationery Terms and Conditions.

Signing this agreement is contract binding.

Client's Name _____

Client's Signature _____

Date _____

Artist's Name _____

Artist's Signature _____

Date _____