

## **Terms & Conditions of Service**

The following Terms and Conditions of Service apply to all products and services provided by Brand Em Outfitters. All work is carried out by Brand Em Outfitters on the understanding that the client/s has agreed to Brand Em Outfitters Terms and Conditions.

Copyright is retained by Brand Em Outfitters on all design work including words, pictures, ideas, visuals and illustrations unless specifically released in writing. If a number of design proofs are presented, only one design is deemed to be given by Brand Em Outfitters as fulfilling the contract. All other designs remain the property of Brand Em Outfitters, unless agreed in writing that this arrangement has been changed. Brand Em Outfitters reserves the right at all times to display completed artwork in any future work/personal portfolios and/or enter completed works into design/quality competitions.

The client/s approval to commence production of work along with deposit/full payment of the account is client/s acceptance of these Terms & Conditions of Service.

## **Copyright and trademarks**

By supplying text, images and other data to Brand Em Outfitters for inclusion in the client/s design, websites or other mediums, the client/s declares that it holds the appropriate copyright and/or trademark permissions. The ownership of such materials will remain with the client/s, or rightful copyright or trademark owner. By supplying images, text or any other data to Brand Em Outfitters, the client/s grants Brand Em Outfitters permission to use this material freely in the pursuit of the design. Should Brand Em Outfitters, or the client/s supply an image, text, audio clip or any other file for use in website, multimedia presentation, print items, exhibition, advertisement or any other medium believing it to be copyright and royalty free, which subsequently emerges to have such copyright or royalty usage limitations, the client/s will agree to Brand Em Outfitters to remove and/or replace the file on the site. The client/s agrees to fully indemnify and hold Brand Em Outfitters free from harm in any and all claims resulting from the client/s in not having obtained all required copyright, and/or any other necessary permissions.

## **Proofing**

Design proofs are a guide only, colours and resolution on proofs may vary slightly to the final product, upon close inspection images on the finished items may appear pixilated due to the materials used. Although every effort is taken to ensure typographical errors are corrected prior to proofing with the client/s, it is the client/s sole responsibility to proof read all presented materials for any typographical errors prior to finalisation. The client/s agrees not to hold Custom Threads Direct responsible for any final proofing of copy/text. The client/s agrees that changes required over and above the estimated work or required to be carried out after confirming acceptance of the design will be liable to a separate charge.

## **Custom Shirt Orders**

Brand Em Outfitters can provide a size chart for the client/s to utilise when determining what size shirts and apparel to order, it is the client/s responsible to ordering correct sized items. When ordering custom names and numbers on shirts a final copy of name, number and sizing will be sent for approval, Brand Em Outfitters holds no responsibility for any discrepancies unless it is determined to be a fault of Brand Em Outfitters. For all custom shirt orders please allow between 5-6 weeks for delivery once payment is received and order is confirmed. As these are individually hand made items please understand that we allow a 5% grace for assembly variance.

## **Finalisation**

Once all information and files required are received, a design proof will be created and delivered via email for approval and or changes. Please allow up to 7 days for a proof to be created and emailed. Payment must be received prior to manufacturing commencing on all custom orders and is non-refundable.

**Defects**

Brand Em Outfitters will always operate out of good will. There is zero tolerance for items with major defects. Brand Em Outfitters will credit any item with major defects in assembly or fabric. Minor defects are negotiable on a case by case basis. Please note that due to these garments being hand-made there is an allowable grace of 5% assembly variance.

**Shipping**

Shipping and handling will be charged at a flat rate of \$40.

Product will be available for collection from Brand Em Outfitters in Moranbah QLD.

If the client requires shipping, Brand Em Outfitters will ship parcel via Fastways Courier.

Brand Em Outfitters under no circumstance will be held liable for lost or late shipping organised on behalf of a client. Responsibility remains between the shipping company and the client, Brand Em Outfitters, will act in good faith and assist wherever possible. Upon order being shipped Brand Em Outfitters will provide you with a tracking number.