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# Terms & Conditions

We believe creating great working relationships starts by them being built on honesty and trust, however from time to time relationships may need a little guidance. The below has been compiled with the least amount of legal jargon required, in an effort to lay clear groundwork for us both. In short, it outlines what is expected of both of us in the interest of saving lots of headaches. If you have any questions please feel free to ask. Thank you.

*By accepting this quote, you are considered to have accepted these terms and conditions in full.*

## Party Agreements

### You agree that:

You have the authority to enter into this contract on behalf of yourself, your company or your organisation. You agree to provide me with everything that I need to complete the project including text, images, and other information as and when requested, in the format required. Work will be reviewed and feedback provided in a timely manner. You agree to the payment schedules outlined at the end of this contract.

### We agree that:

We have the experience and ability to perform the services requested and we will carry them out in a professional and timely manner. Along the way we will endeavour to meet all deadlines, however cannot be held responsible for a missed launch or deadline if you have been late in supplying materials or have not approved or signed off our work in time. We will maintain the confidentiality of any information provided to us, unless else-wise stated by yourself, in instances such as working with a third party.

## Project Delivery Dates

If there is a hard deadline for a project, this must be communicated up front before payment is made. It is always our intention to complete your project on time. Revisions and your response times play a major role in the amount of time a project can take to complete, therefore completion dates are not a guarantee.

## Design

This contract allows for a set number of revisions or time allocated in an estimate. If, at any stage, your are not happy with the direction the work is taking, you will pay in full for everything produced thus-far and cancel this contract.

## Text Copy

We are not responsible for writing or proofing any text copy provided unless specified in the original estimate. If you would like us to proof or write content for you, we can provide a separate estimate.

## Supplied Graphics

If previously created graphics are to be used, we request they are provided in an editable vector digital format. If a piece is provided that needs remaking in a vectorised format, so it can be held to the standards we intend to keep, you will be briefed and provided with a quote for the time taken to recreate the graphic. If you need any advice on formatting, we am always happy to help.



## Photographs

If photographs are to be used in a design, we request that they are in a high resolution digital format. If stock photographs are to be used, we can suggest stock libraries. If you would like us to search for images for you, we can provide a separate estimate for that.

If you need any advice on formatting, we are always happy to help.

## Changes and Revisions

All changes and revisions will need written approval in some form. If changes are given via a phone call, they will need to be confirmed in writing in an email.

Prices provided at the start of a contract are based on the length of time we estimate we will need to accomplish everything stated in the brief to the best of our ability, and the additional time for revisions stated. However, experience shows that fixed-price contracts can be limiting depending on project span, and if it changes direction, so we are happy to be flexible. If additions are to be made to a project, or significant changes to existing plans are to be made, we can provide a new estimate for that.

### Making the most of changes and revisions:

To ensure the project takes the direction you have intended, and to get the most out of the time supplied, we request your feedback to be specific where possible.

If requesting revisions, it is effective to offer examples of colours, fonts, images, and existing designs you like. Excessive revisions, tweaks and miscellaneous changes are subject to additional charges at our discretion.

Errors in text or formatting that we have introduced into your content will be fixed for free. However, any other edits such as typo/grammatical errors/wording changes carried over from the original copy may be subject to additional charges.

We are not responsible for revisions or updates to a project once the final agreed upon deliverable has been sent. If additional design, coding, or edits associated with a project are needed, a new project agreement will be created.

Note: Once you approve a design, it's considered final.

Final means we are happy to make changes should you request them, but all changes will be quoted and billed separately. Be sure to proof read carefully before approving final designs.

## Project Cancellations

Should something happen for any reason that causes the project to be cancelled once it has begun, you are entitled to do so. You will simply be billed for work completed up to the point of cancellation, and any work completed to that point will be sent over.

Should something happen to cause me to cancel a project, we will hand over any work completed up to the point of cancellation and refund you for any payments made thus-far on said project.



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## Copyrights

You guarantee that all elements of text, graphics, photos, designs, trademarks, or other artwork you provide are either owned by yourselves, or that you have permission to use them.

Upon the completion of a project and final payment has cleared, copyright will be automatically assigned as follows:

You will own the visual elements that we create for this project. We will provide source files and finished files, we recommend these are stored and backed up as we are no longer required to keep a copy. You will own all elements of text, images and data provided unless owned by another source.

We will own the unique combination of these elements that constitutes a complete design and we'll licence that you exclusively unless we agree otherwise. This means that you cannot sell this design to a third party, but otherwise will have no impact to your use of the logo.

We reserve the right, unless specifically requested not to, to display and link work provided as a part of our portfolio and the ability to share the design online and in print formats in aid of showcasing my work.

## Right of Refusal

We will not include in designs any text, images, or any other data that we deem immoral, offensive, obscene or illegal. All advertising must conform to standards laid down by relevant advertising standard authorities. We also reserve the right to refuse to include submitted material without providing reasoning.

## Payments

Upon supplying quotations, for any work totalling in excess of £99 it is clarified that we request a 30% deposit for work to commence. The figure requested will be supplied.

By agreeing to these terms, you are agreeing to the following payment schedule:

**30% Deposit:** To be paid upfront – work will only commence once this is paid in full.

**70% Remainder to be paid upon completion:** The remaining payment will be invoiced alongside the delivery of the completed project. Payment must be made no more than 30 days after the receipt of the completed project and accompanying invoice.

If a payment is late, statutory interest of 8% plus the Bank of England base rate will be charged, starting from the 31st day after the invoice date.

## Some small print

This contract is not to be transferred to anyone else without our permission. This contract is to stay in place and need not be renewed. If for some reason this contract becomes invalid or unenforceable, the remaining parts of it remain in place. Whilst the language in this document is simple, the intentions are serious and this contract is a legal document.