

CONTRACT TERMS & CONDITIONS

SUMMARY

To ensure a project runs smoothly, it is important that both parties have an understanding of the project should any issues occur. These terms and conditions are designed to ensure that we are both protected from any unexpected circumstances. It also outlines the basic foundation for how a project will progress and what's expected from all parties. In the interests of saving a lot of time and headaches, this document contains the strict minimum of legal jargon required to still be legally enforceable.

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

WHAT DO BOTH PARTIES AGREE TO DO?

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 everything that I need to complete the project including copy, images and other information as and when needed, and in the format requested. You'll review design work and provide feedback and approval in a timely manner. Deadlines work two ways, so you'll also be bound by any dates set together. You also agree to stick to the payment schedule set out in the initial quotation and contract.

I agree that:

I have the experience and ability to perform the services agreed and I will complete them in a professional and timely manner. I will endeavour to meet all the deadlines set, but cannot be responsible for a missed launch date or a deadline if you have been late in supplying materials or have not approved or signed off designs as agreed at any stage. I will maintain the confidentiality of any information provided and am happy to sign an NDA if needed.

PROJECT DELIVERY DATES

If there is a hard deadline for your project, you must communicate it clearly upfront before payment is made. It is always my intention to complete your project on time. Revisions and your response times play a major role in the amount of time it takes to complete a project. Therefore, the project completion date I give you is not a guarantee.

DESIGN

This contract allows for a set number of revisions as stated in the estimate. If, at any stage, you're not happy with the direction the work is taking, you'll pay me in full for everything I've produced until that point and cancel this contract.

PHOTOGRAPHS

You should supply any workable graphic files in an editable, vector digital format. You should supply photographs in a high resolution digital format. If you choose to buy stock photographs, I can suggest stock libraries. Please ensure all photographs have commercial copyright approval. If you need any advice on these formats, I'm always happy to help.

CHANGES & 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 and given the ok.

Experience shows that fixed-price contracts aren't always beneficial to you, as they can limit you to your earliest ideas and ability to change your mind. The price at the beginning of this contract is based on the length of time I estimate I'll need to accomplish everything you've told me you want to achieve plus a few revisions. But I'm happy to be flexible. If you want to change your mind or add anything new, I'll provide a separate estimate for any additional time.

Making the most of changes and revisions

You must be specific with your feedback. If you are requesting revisions, it is most effective to offer examples of colours, fonts, images and sites you like. Excessive revisions, tweaks and miscellaneous changes are subject to additional charges at my discretion.

Errors in text or formatting that I 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.

I am 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 this project are needed, a new project agreement will be created.

NOTE: Once you approve a design, it is considered final.

Final means I'm 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 the final design.

CANCELLATIONS

Should something happen for any reason whatsoever that causes you to cancel this project once it has begun, you are completely free to do so. You will simply be billed for any work completed up to the point of cancellation, and I will send you any work completed up to that point.

Should some life-altering event happen to cause me to cancel this project, I will hand over any work completed up to the point of cancellation and refund you for any payments made on incomplete work.

LEGAL PROTECTIONS

I can't guarantee that my work will be error-free and so I can't be liable to you or any third-party for damages, including lost profits, lost savings or other incidental, consequential or special damages, even if you've advised me of them. Finally, if any provision of this contract shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this contract and shall not affect the validity and enforceability of any remaining provisions.

COPYRIGHT & IP PROTECTION

First, 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.

When your final payment has cleared, copyright will be automatically assigned as follows:

You'll own the visual elements that I create for this project. I'll give you finished files and you should keep them somewhere safe as I'm not required to keep a copy. You own all elements of text, images and data you provided, unless someone else owns them.

I'll own the unique combination of these elements that constitutes a complete design and I'll license that you, exclusively and in perpetuity for this project only, unless we agree otherwise. This basically just means that you can't take the design I made for you and sell it to someone else, but otherwise this won't impact you.

I love to showcase my work and share what I've created with other people and prospective clients, so I reserve the right, unless you specifically ask me not to under NDA, to display and link to your project as part of my portfolio and to write about it on websites, blogs or anywhere I deem appropriate.

RIGHTS OF REFUSAL

I will not include in designs, text, images or other data anything which I deem to be immoral, offensive, obscene or illegal. All advertising material must conform to all standards laid down by all relevant advertising standards authorities. I also reserve the right to refuse to include submitted material without giving a reason.

PAYMENTS

I'm sure you understand how important it is for a small business that you pay the invoices that I send you promptly. Therefore, a payment schedule will be determined upon project quotation.

Payment will be due 15 days on invoice. Payment should be made by BACs with details provided on invoice.

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

THE SMALL PRINT

You can't transfer the contract to anyone else without my permission. The contract stays in place and need not be renewed. If for some reason one part of the contract becomes invalid or unenforceable, the remaining parts of it remain in place.

Although the language is simple, the intentions are serious and the contract is a legal document.