

terms & conditions

Rights and ownership

Rights: All services provided by the designer shall be for the exclusive use of the client other than for the designer's promotional use. Upon payment of all fees, the following reproduction rights for all approved final designs created by the designer for this project shall be granted:

- Client to gain full transferable rights to brand identity.
- Client to gain full license to reproduce works through commercial printers.

Ownership: The client shall be entitled to full ownership of all final artwork created during the project upon full payment of the agreed fee.

Third party contracts: The designer may contract with other creative professionals to provide services such as web development, photography, and illustration. Any third party terms and conditions will include full reproduction rights for the client. Where such contracting adds to the project cost, the client will first be asked for permission to proceed. No project will commence on the assumption that third parties might be required for project completion. Such details will be finalised prior to project commencement, unless requested by the client at a later date.

Communication

The designer can be reached by telephone from Monday to Friday between 9am and 5pm. For any work required urgently/after hours, an afterhours rate will be quoted.

Payment schedule

The client will make a 50 percent downpayment prior to work commencing. The project can be scheduled once the downpayment is received by the designer. The downpayment is non-refundable. The remaining 50 percent is payable to the designer upon completion of the project, and before original artwork is supplied to the client.

Delayed payment

If, after the project has commenced, subsequent invoices are not paid within 30 days, a 5 percent "delayed payment" fee will be charged. This initial 5 percent figure will be added upon each recurring 30 day period until the full amount has been received by the designer.

Cancellation

If after project commencement client communication (face-to-face, telephone, or email) stops for a period of 180 days, the project can be cancelled, in writing by the designer, and ownership of all copyrights shall be retained by the designer. A cancellation fee for work completed shall be paid by the client, with the fee based on the stage of project completion. The fee will not exceed 100 percent of the total project cost.

Miscellaneous

Samples: The client shall provide the designer with samples of print design that result from the project deliverables. Such samples shall be representative of the highest quality of work produced. The designer may use such copies and samples for publication, exhibition, or other promotional purposes.

Confidentiality: The client shall inform the designer in writing before the project commences if any portion of any material or information provided by the client or if any portion of the project is confidential.

Indemnity: The client agrees to indemnify and hold harmless the designer from any and all claims, demands, losses, causes of action, damage, lawsuits, judgments, including attorneys' fees and costs, but only to the extent caused by, arising out of, the work supplied by the designer.

Consensus

A document containing the above terms and conditions will be supplied via email along with the first invoice. Acceptance should be stated in an email reply.