

Please be aware that none of the following samples of Terms & Conditions have been checked by a legal representative.

## SAMPLE 1

### Design Work Ltd - Legal Stuff

These are our terms and conditions, they govern the way that we do business, please read them carefully as they will form the contractual basis of our work together.

#### INTRODUCTION

These terms & conditions shall govern the contract between Design Work Ltd trading as Design Work (“Design Work”) and the Big Institution (“the Client”), hereafter “the Contract”. Modifications to these terms may be agreed but any changes must in writing and signed by Design Work no modification can be assumed from behaviour.

#### TERMS & CONDITIONS

##### 1. Orders

The Client will provide either written agreement or a company Purchase Order for the work, prior to the work starting on the project.

##### 2. Pitch work

In the event of an unsuccessful pitch the Client will not use any designs, documents, concept, ideas or information provided as part of the pitch and agrees to return all materials delivered as part of the pitch.

##### 3. Fees and Payment terms

- a. Any fee estimate for whole or part of the project as set out in the Fee Proposal, will remain valid for 3 months. All estimates are provided in good faith but should be viewed as an estimate only and all errors and omissions shall be accepted.
- b. All invoices are payable within fifteen net (15) days of receipt. A monthly service charge of 1.5 percent is payable on all overdue balances.
- c. Where the contract is quoted in stages then each stage shall be undertaken in accordance with these conditions and Design Work will invoice the relevant fees on completion of each stage.
- d. If payments are made in currencies other than GBP Design Work will expect any additional bank charges to be covered by the Client. Before payment is made in any other currency other than GBP Design Work will advise on an appropriate exchange rate.
- e. Please note, we will assume that you are in agreement with our payment terms unless we agree to other terms. We charge compensation fees and interest on overdue payments, as recommended by the Late Payment of Commercial Debts (Interest) Act, 1998, modified 2002.

##### 4. New Clients

All new clients will be asked to pay 50% of their first project up front before any work is started.

## 5. Bought in costs

All bought in items are marked up plus 20%, copies of invoices can be supplied. All approved third party costs will be invoiced prior to commissioning and Design Work reserves the right to wait until such costs have been paid before starting work.

## 6. Expenses

All expenses are outlined in the project proposal, except the following which will be charged in addition to the agreed fee proposal: Courier bikes or cars if requested by you; cost plus 20%. Travel outside of London; cost plus 20%.

## 7. Client's Duty to provide information

The Client is solely responsible for providing Design Work with all necessary information regarding its goods/services, scope of use of the service required, the market and more broadly. Design Work will not be held responsible for any shortcomings in the information provided. The Client accepts that its knowledge and experience in its industry sector and the manufacture, processing and packing of its goods/service is vital in this regard.

## 8. Delivery

The delivery times given by Design Work are reasonable estimates. Design Work shall not be held responsible for any delay that is not directly attributable to the fault of Design Work. Time shall not be of the essence of the contract unless it is expressly agreed in writing.

## 9. Copyright

- a. Copyright and title to use any property or intellectual property in the final design chosen by the client shall pass to the Client when and only when the full fees as agreed in the proposal have been paid.
- b. Intellectual Property Rights belonging to Design Work for content, source files, code fragments and other materials created shall remain with Design Work.
- c. Design Work will not infringe the Client's rights in the final graphic design but reserves exclusive right to use all other designs, software, concepts, ideas or intellectual property developed during the course of the project.
- d. If more than one design is chosen by the Client and this was not provided for in the agreed brief for that project an additional fee may be payable by the Client.
- e. Design Work warrants that its design work is original and that it will not knowingly or negligently infringe the rights or intellectual property of a third party but (unless expressly agreed to the contrary) it is under no obligation to make any enquiry in this respect and save to the extent that it is in breach of this warranty it shall have no liability to the Client in respect of any infringement or alleged infringement of intellectual property. Design Work will on demand and at the cost of the client execute such reasonable things as are necessary to give effect to this clause.
- f. Design Work asserts its moral rights in work arising in respect of the performance of the service.
- g. Where the Client supplies material it is the Client's responsibility to obtain all necessary copyrights for its use, and we assume that you possess these. In such cases the copyright belongs to you. By signing this document, you agree to indemnify Design Work from any claim which arises regarding the use of material which you supply to us.

## **10. Variations**

In the event that the Client seeks to amend or vary the scope of work from the Fee Proposal agreed, or in the event of any special requirements of the Client arising within the original Fee Proposal whether amended or otherwise, due to requirements of statute, local authorities or otherwise, then the Client undertakes to pay Design Work additional fees, based on Design Work's normal charging rates together with any additional expenditure incurred.

## **11. Amendments**

A fixed quotation for work can only be provided if the extent of the work is quantified. Amendments made after the number of Concept/Artwork Drafts stated in the proposal will be charged in addition to the fees shown, based on Design Work's normal charging rates. Together with any additional expenditure arising during the course of those amendments. Amends required due to errors made by Design Work will not incur additional charges.

## **12. Accreditation / promotion**

All displays or publications of the Deliverables shall bear accreditation and/or copyright notice in Design Work's name in the form, size and location as incorporated by Designer in the Deliverables, or as otherwise directed by Design Work. Design Work retains the right to reproduce, publish and display the Deliverables in Design Work's portfolios and websites, and in galleries, design periodicals and other media or exhibits for the purposes of recognition of creative excellence or professional advancement, and to be credited with authorship of the Deliverables in connection with such uses. Either party, subject to the other's reasonable approval, may describe its role in relation to the Project and, if applicable, the services provided to the other party on its website and in other promotional materials, and, if not expressly objected to, include a link to the other party's website.

## SAMPLE 2

### Bananadesign Ltd - Our terms and conditions

We're a fair and reasonable company but like any business we have terms and conditions to make it clear what our, and our client's responsibilities are.

#### **Quotations and charging**

1. A quotation is for information only and is binding only if it is in an order which Bananadesign Ltd has accepted or a contract to which Bananadesign Ltd has agreed.
2. Bananadesign Ltd agree to carry out the work detailed in the Client brief, restatement of brief, quotation, specification or contract (hereafter referred to as the contract).
3. Unless specified otherwise, design projects include one visual. This will be reworked as appropriate or if the first design fails to meet the requirements of the contract, Bananadesign Ltd will at their expense provide other design solutions as required.
4. Unless specified otherwise, design projects include two sets of author amends (three sets of proofs in total). Additional author amends above three sets will incur additional cost, charged at Bananadesign Ltd's standard hourly rate. PDF proofs are included unless other methods have been agreed.
5. Any further or additional work not included in the contract or if the Client changes the scope of work, Bananadesign Ltd will amend its quotation to include such work.
6. The costs quoted detail Bananadesign Ltd work only. Any other required suppliers will be charged for separately and in addition to Bananadesign Ltd's fees. Other additional expenses not included in the quotation will also be charged for separately and in addition.
7. Any work that is started, either experimentally or otherwise, at the Client's request will be invoiced for.
8. Any work undertaken outside normal office hours (9am to 6pm, Monday to Friday) at the Client's request or due to missed deadlines on the Client's part will be charged as extra.
9. Bananadesign Ltd's standard hourly rate is £50 exc VAT per hour, or part thereof.
10. Any accrued credit (for example for incomplete work or invoicing prior to project completion) must be used within 6 months of the original invoice date. After 6 months credit is at the discretion of Bananadesign Ltd.

#### **Approval and delivery**

1. It is the responsibility of the Client to thoroughly check and ensure all information, such as copy, images, legal requirements, trade-marks, patents and copyrights are correct. Written authorisation will be required to ensure final designs and web-based solutions are correct and satisfactory. Bananadesign Ltd will not be held responsible for any errors, either content or otherwise, found after the approval stage.
2. Bananadesign Ltd will test the web-based solution to ensure it meets the standards and criteria stated in the contract. It is the responsibility of the Client to ensure the web-based solution works to their satisfaction.

3. Bananadesign Ltd will make every effort to keep to agreed delivery dates. Such dates are not to be treated as terms of the contract and Bananadesign Ltd will not be responsible for any loss or damage which may result from late or non-delivery. If the agreed schedule is not kept to through no fault of Bananadesign Ltd, any agreed delivery dates cannot be guaranteed.

4. For web-based solutions launch is considered the final approval stage.

### **Support**

1. Support is provided for hosting and email for the period of retention.

2. Support is offered for web-based projects for 30 days post-launch, or if a support contract has been agreed for the period of retention.

3. Support is offered (subject to the Support clauses 1 and 2 above) during normal office hours (9am to 6pm, Monday to Friday). Support requests outside of this time will be dealt with as soon as possible.

### **Copyright**

1. The Client will retain copyright for any final design solutions that Bananadesign Ltd creates. Any unused designs or ideas will remain the intellectual property and copyright of Bananadesign Ltd. All artwork and any associated files remain the property of Bananadesign Ltd at all times.

2. Programming code will remain the intellectual property and copyright of Bananadesign Ltd.

3. Bananadesign Ltd shall be entitled to use any final design solutions for publicity purposes and to display a discrete credit on any printed or web solution, unless explicitly requested in writing by the Client not to do so.

### **Fees**

1. The client agrees to pay Bananadesign Ltd the agreed fee for carrying out the work detailed in the contract.

2. Bananadesign Ltd may require a payment of 50 per cent of the total fee before commencing any work. This payment may be waived at Bananadesign Ltd's discretion and for repeat Clients. If due, no work will be undertaken without this payment.

3. Balance of payment is strictly 28 days from the date of issue of the invoice. Any invoice not paid in full after 28 days will have interest added at 8 per cent above the current Bank of England base rate until complete and final payment has been made and cleared. This is in accordance with the Late Payment of Commercial Debts (Interest) Act 1998. Full and final payment will be treated as the mutually satisfactory conclusion of the contract.

4. If there are any queries about Bananadesign Ltd's invoice, Bananadesign Ltd must be informed in writing within three days of its issue. Payment may be made by cheque drawn on a UK bank and made payable to Bananadesign Ltd or via BACs transfer (details of which can be given on request).

5. Bananadesign Ltd shall be entitled to charge the amount of any Value Added Tax payable whether or not included in the quotation or invoice. Every endeavour will be made to interpret HM Government regulations regarding liability for Value Added Tax on items produced by Bananadesign Ltd. If any claim is made by Customs and Excise for Tax against designed work, for which Bananadesign Ltd had not originally charged or estimated, then responsibility for that payment will rest with the Client.

6. Full and final payment is treated as the mutually satisfactory conclusion of the project.

## General

1. Bananadesign Ltd. may update these terms and conditions from time to time.
2. Bananadesign Ltd. will not be held responsible for any actions of third-party suppliers not organised by Bananadesign Ltd.
3. Bananadesign Ltd. will not undertake any work which in their opinion is of an illegal, immoral or unethical nature.
4. Client property when supplied to Bananadesign Ltd. will be held at the Client's risk.
5. The interpretation and the performance of these conditions will be governed by the Law of England.

Creative Commons Licence

Attribution-NonCommercial-NoDerivatives 4.0 International

Courtesy by Bananadesign Ltd.

## SAMPLE 3

### Design Work Ltd - Estimate and terms & conditions

**CLIENT'S NAME/PROJECT NAME**

**PRINT FLYER**

09.01.14

#### **PROJECT SCOPE**

To work with client to create the following:

- > 2 page Flyer based on the information provided within the clients brief.
- > Identity for UMAANG

#### **DELIVERABLES**

##### **Logo**

- Logo/logotype
- Associated colors
- Suggestion of the associated font to be used in all communication media

##### **Print Flyer**

**Artwork file in InDesign format.** Any special fonts used will need to be bought to be allowed for creative license.

Only on receipt of the final invoice - you will receive final artwork digital files created in InDesign with any additional versions and variations previously agreed.

Please mention if there is anything that you would like to add? Let me know before signing as it is critical we both know what is expected from each other prior to starting.

#### **SCOPE OF WORK**

The project includes design and artwork for: Print Flyer + Logo

The project will be in four stages:

- Presentation of two concept routes.
- Refine chosen final route.
- Deliver final designs.
- Prepare Digital artworks.

#### **TIME ESTIMATE**

Total days for logo: 5 days

Total days for print flyer: 8 days

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Singing on the dotted line and subsequent payment forms your contractual acceptance of this proposal and the terms thus set out.

## **BUDGET**

### **PAYMENT STRUCTURE**

Identity: £xxx

2 Page Brochure: £xxx

**Total: £xxx**

This includes Concept generation + design + artwork ready to be printed.

Initial Deposit on Start (20% of the total amount): £xxx

Fees after design concepts approved (70% of the total amount): £xxx

Final Payment Required on Project Completion (10% of the total amount): £xxx

### **PAYMENT DETAILS**

The payment for the project is made in 3 stages:

- Design fees paid at the beginning to start the project: 20%

The project is scheduled on receipt of the initial deposit. Once deposit is received, I will forward on a receipt of the payment then be in touch with getting further information in preparation for the start of the project.

- Fees after design concepts are approved: 70%

- After delivery of artwork: 10%

The final 10% is due towards completion of the project. Only when the final payment has been received will any requested files be delivered. Only on this final payment will full rights to the flyer design be transferred. Please see following Terms for more details.

### **PAYMENT METHODS**

Preferred methods are online bank transfer, cheque and cash.

Paypal is possible but is not recommended. A handling charge of 4% will be added to invoice if you opt for Paypal over my preferred methods.

### **BANK DETAILS**

Account Number : xxx

Sort Code : xxx

Name : xxx

### **PROBLEMS WITH PAYING?**

Please let me know if you have any concerns with regards to payment. I can help to find an amicable payment solution if there are any difficulties.

## **PROPERTY**

### **OWNERSHIP and RIGHTS**

- All preparation materials, sketches, visuals, including the electronic files used to create the project remain the property of Design Works Ltd. The final artwork/digital files will become the property of the client mentioned in this proposal ONLY upon final payment of the project.

- If final payment is NOT received as agreed and set out in the initial proposal, all designs and concepts will remain the property of Design Works Ltd. until payment is received.
- If there are issues with the final payment, I then reserve the right to reuse or amend any of these ideas for other clients or to be used freely as concepts in my portfolio.
- Should the client attempt to use/modify/alter/replicate or steal any of my ideas without making agreed final payment, I will take immediate legal counsel.
- Design Works Ltd. reserves the right to show any artwork, ideas, sketches created for this project in a portfolio as examples of client work. This can be during the project and also on completion. If you have any specific 'secrecy/stealth mode' requirements, please mention this before agreeing to the proposal.
- Final payment ensures that ONLY the agreed flyer design becomes the clients property. Any previous ideas/concepts remain the property of Design Works Ltd., unless any prior agreement has been made.

## **CANCELLATION**

### **TRUST**

I sincerely request that you trust me to do the job you are paying me to do. That you will take on board my suggestions and ideas to be in your best interests.

I don't agree on the client to micro-manage or intimidate during a project. If you are used to direct or insist on being hands on, this will likely be an uncomfortable experience for both of us.

### **CANCELLATION DURING PROJECT**

- If you choose to cancel the project midway through the project, where ideas and proposals have been submitted, refund of previous payment is not possible.
- If I fall ill or unable to complete the project due to unforeseen circumstances a portion of the overall budget will be returned. In most cases the complete amount will be refunded. If the work so far completed can be used for another designer to pick up, then a percentage will be refunded based on work completed or any other reasonable suggestion will be considered.

### **PROJECT SUSPENSION**

I reserve the right to suspend any project if a client: interferes with excessive micro-managing, demonstrates a continued lack of trust and inability to move forward after showing more than a reasonable number of unique ideas/concepts and/or shows reluctance in paying the final payment.

Fair notice will be given with fair chance to remedy the situation without resorting to project suspension or termination. Any suspension or termination will not result in any refunds.

### **A FEW WORDS**

I am very easy going and even easier to talk to. It is crucial that we are both completely clear about the objectives and aims before commencing. I look forward to your ambitions, thoughts or concerns over the project.

### **NOW FOR YOUR SCRIBBLE**

The following page is where you sign, seal and deliver.

## **APPROVAL OF PROPOSAL**

By signing you are accepting the terms and conditions contained in this proposal.

## **SIGN AND RETURN**

There are three alternative methods you can use.

- PDF format: you can use what is called a Digital Signature. Your signature can be embedded into this page, resaved and emailed back to me. This is as good as a hand written signature.
- If the Digital Signature seems like too much of a pain, please scan or photograph with digital camera/phone after signing and email back to: mail@xxxxx.com
- Once you have signed and filled in the details below, please print and post back.
  - Supervision for the printing would add to 10% of the total print cost.
  - The Estimate does not include Photography if required and related travel costs.
  - The Estimate does not include costs for commissioning specific illustrations if required.
  - The Estimate does not include the cost of scanning of the images if required that would be used.

The exceptional cases of those listed below, for which it shall be necessary to obtain the previous and written consent of the client: Travel, accommodation • Messenger services • Printing • Professional photography • Registration costs • Acquisition of typographic rights • Prototypes • High-resolution colour photocopying • Specialised software

Please note that the costs of these depend on the final concept adopted for the project.

Under no circumstances shall the expense referred to exceed 15% of the fees, unless written authorisation has been given by the client.

I look forward to work with you.

Many thanks.

Best wishes,

xxx

**SIGNATURE**

**FULL NAME**

**COMPANY NAME**

**DATE**

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