



Graphic Design Terms & Conditions

Summary:

We'll always do our best to fulfil your needs and meet your expectations. But it's important to have things written down, so that we both know what's-what, who should do what and when, and what will happen if something goes wrong. In this terms & conditions document, you won't find any complicated legal terms or long passages of unreadable text. We've no desire to trick you into something that you might later regret. What we do want is what's best for both parties, now and in the future.

So, in short, all graphic design projects described in your quote and/or invoice, and any future design projects you arrange with us, will be subject to the terms & conditions described in this document. By completing payment and beginning work with us, you accept these terms & conditions in its entirety.

What do both parties agree to do?

You: You have the authority to enter into an agreement on behalf of yourself, your company or your organization. You'll give us everything we need to complete the project when and in the format we need it. You'll review our work, provide feedback and approval in a timely manner. Deadlines work two ways, so you'll also be bound by dates we set together. You also agree to stick to the payment schedule set out in invoices and other documents.

Us: We have the experience and ability to do everything we've agreed to and we'll do it all in a professional and timely manner. We'll endeavour to meet every deadline that's set and we'll maintain the confidentiality of everything you give us.

Getting down to the nitty gritty

Design

During our initial planning of your project, we will discuss the design, layout, and elements of your project. We will determine what parts you will provide, and what parts we will provide and/or create. Once a draft is created and delivered to you, you are not limited to a strict number of edits and corrections to reach a satisfactory finished product (unless specified on your quote/invoice). However, if the number of edits becomes cumbersome and labor-intensive, we will notify you that continued edits may incur additional charges.

Although we reserve the right to make this determination, you have the right to stop the editing process and accept the draft as final at any time. The best way for you to avoid this situation is to give us accurate materials up-front (as applicable), and thorough and constructive feedback when you receive the draft.

Text content

If you are supplying the text content for a project, you are responsible for typos, grammatical errors, spelling errors, and other content errors. If we are supplying this content, we will do our best to make sure our work is error free, but it is up to you to proofread the draft before accepting it as final. We cannot be responsible for typos or other errors after you have accepted the work as final. If we have not included text creation in our project quote/invoice, and you would like us to create text content, we can provide a separate estimate for that.

Photographs

You should supply graphic files in an editable, vector digital format. You should supply photographs in a high resolution digital format. This format is typically high resolution PNG, JPEG, or image PDF. If you choose to buy stock photographs, we can suggest stock libraries. If we have not included images in your project quote/invoice, and you'd like us to search for photographs for you, we can provide a separate estimate for that.

Changes and revisions

We know from experience that fixed-price agreements are rarely beneficial to you, as they often limit you to your earliest ideas. We don't want to limit your ability to change your mind. The price listed on your original quote is based on the length of time we estimate we'll need to accomplish everything you've told us you want to achieve, but we're happy to be flexible. If you want to change your mind or add anything new, that won't be a problem as we'll provide a separate estimate for that.

Deadlines

In your quote, we will discuss the timeline of the work, and the deadline of the final project. During the creation of your project, we will endeavor to meet all the deadlines set, but we can't be responsible for a missed launch date or a deadline if you have been late in supplying materials or have not approved or given the requested feedback on our work on-time at any stage. We are also not responsible if deadlines are delayed or missed due to unforeseen circumstances, such as power outages, internet outages, etc.

Legal stuff

We can't guarantee that our work will be error-free and so we 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 us of them. Finally, if any provision of this document shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this document and shall not affect the validity and enforceability of any remaining provisions.

Cancellation

We understand that situations can change, and sometimes agreements have to end earlier than anticipated. Therefore, **if, at any stage, you're not happy with the direction our work is taking, you can pay us in full for everything we've produced until that point and cancel this agreement.** We will provide a description of work completed, and a summary of charges incurred. If possible, you will also be provided with a copy of any work up until that point, although that will depend on the nature and progress of the work completed.

Additionally, we reserve the right to cancel this agreement at any time. We will not take this action unless necessary, but we must reserve the right to do so. We will notify you as soon as possible if we are taking this action, and do our best to provide you with all the information you need to complete your project with another professional.

Copyrights

First, you guarantee that all elements of text, images or other artwork you provide are either owned by your good selves, or that you've permission to use them.

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

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

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

We love to show off our work and share what we've learned with other people, so we reserve the right to display and link to your project as part of our portfolio and to write about it on websites, social media, in magazine articles and in books. If you wish for your work to remain private, please discuss that with us before the completion of your project.

Payments

We're sure you understand how important it is as a small business that you pay the invoices that we send you promptly. As we're also sure you'll want to stay friends, you agree to stick tight to the payment schedule set forth in your quote.

Work will not start on your project until the initial payment is received and cleared. Any unpaid invoices that are more than 30 days past-due may cause your project to be put on hold, or if your project is finished, other legal collection steps to be taken.

Checks may be made payable to **Beauty & Logic Designs**. If you wish to make a credit card payment or PayPal payment, please visit <https://www.paypal.me/CherylYancey>