

# // Terms & Conditions

Please read this document with due care and ensure everything is understood.

## 1. Introduction & Agreement

1.1 Agreement Confirmation: By paying the deposit (non-refundable, 50% upfront), you acknowledge and accept these terms and conditions, which form the foundation of our professional relationship.

## 2. Rates, Invoicing & Deposit

2.1 Hourly Rate: Once the deposit for the project has been paid, rates will be locked at what was quoted. Any additional work required will be at this rate.

2.2 Payment Terms: The specifics of payment increments and overall terms will be outlined in the project proposal document provided prior to the commencement of work.

2.3 Deposit: A non-refundable deposit is required to initiate the project, with the final payment due prior to the release of any deliverables. By paying the deposit, you agree to these terms of service and the design work outlined.

## 3. Project Scope & Deliverables

3.1 Discovery Phase: At the project's onset, we will discuss your intentions and requirements. I will produce a document detailing all agreed-upon deliverables for your review and approval.

3.2 Final Deliverables: It is essential at this stage to carefully consider what final deliverables are needed to establish a solid agreement.

3.3 Additional Work: Any unquoted work requested during the project will need to be quoted or added to the final payment on an hourly basis.

## 4. Revisions & Additional Work

4.1 Included Revisions: The number of revisions and routes will be agreed upon before I start the design. If all revisions are used and further design exploration is required, the additional time will be recorded and billed at my standard hourly rate.

4.2 Additional Deliverables: Any additional work beyond the agreed scope will be quoted before design starts.

## 5. Feedback & Design Approval

5.1 Timely Feedback: Timely feedback and approvals from your side are crucial for maintaining the project schedule. You agree to provide necessary responses within a reasonable timeframe to avoid delays. To stick to proposed timelines, feedback should be given within 48 hours. Extended review periods will impact estimated delivery but not cost. If feedback falls outside of this window, other work may be prioritised. The client agrees to provide any required materials, information, and feedback in a timely manner as specified in the proposal. Failure to do so may result in project delays. The client also agrees to adhere to proposed timelines to help keep the project on track.

## 6. Pause/Delay Clause

6.1 Project Pausing: If the project is paused for a duration exceeding 30 days without communication from you, I reserve the right to terminate the project and invoice for any completed work up to that point. I will use my best judgement and consideration, acknowledging that complications can occur.

6.2 Re-opening A Closed Project: If a project is closed due to inactivity or lack of communication (as per Section 6.1), and the client wishes to re-open it later, the project will return to the proposal stage for reassessment of scope, intentions, and revisions. A new proposal, timeline, and cost estimate will be provided, with a 100% deposit of the project cost, upfront, before work resumes.

## 7. Timelines & Deadlines

7.1 Project Timeline: If your project has a defined timeline, it should be clearly stated at the proposal stage. Each project will be managed to ensure timely delivery based on the agreed expectations.

## 8. Client & Designer Responsibilities

8.1 Designer Responsibilities: As your designer, I commit to providing clear communication, timely updates, and all agreed-upon deliverables.

8.2 Client Responsibilities: In return, you are responsible for providing concise timely feedback and ensuring prompt payment for services rendered.

## 9. Ownership, Usage & Intellectual Property

9.1 Ownership: I retain full ownership of all intellectual property associated with the work produced until full payment has been received.

9.2 Usage Rights: All agreed assets created during the project cannot be used by the client until the quoted work has been paid for in full.

9.3 Transfer of Rights: Upon receipt of full payment, you will gain complete usage rights to the designs created for you.

9.4 Intellectual Property: All ideas, concepts, and intellectual property created during the project remain my exclusive property unless otherwise agreed in writing. The transfer of rights applies only to the final approved designs outlined in the proposal.

9.5 Intellectual Property Protection: Any unauthorised use of ideas or designs prior to full payment will be considered a violation of intellectual property rights and may be subject to legal action.

9.6 File Hosting: Final design files will be hosted and accessible for 30 days after project completion. It is the client's responsibility to download and securely store all files within this period. After 30 days, file retrieval may have time and cost implications.

9.7 Usage Rights Of Assets: The client confirms that any information, imagery, logos, or other assets supplied for the project are either owned by them or that they have obtained all necessary rights and permissions to use and share them. The designer accepts no responsibility for any claims, damages, or legal issues arising from the use of materials provided by the client without proper authorisation.

## 10. Confidentiality

10.1 Confidential Information: Your privacy and the confidentiality of your project are of utmost importance. I commit to not disclosing any information or design materials related to your project without your explicit consent unless required by law. Clients may request a delay in public showcasing for confidentiality reasons. This should be stated at proposal stage.

## 11. Portfolio Use, Testimonials & Unused Assets

11.1 Portfolio Rights: WillMWCreative reserves the right to showcase all created designs, including unused assets, in public portfolios, promotional materials, or case studies unless otherwise agreed upon in writing.

11.2 Client Testimonials: Any words of praise or testimonials provided by the client may also be used for marketing and promotional purposes.

11.3 Comparison Use: Unused or alternate design concepts may be displayed for comparative purposes in the portfolio or other public-facing materials to demonstrate the design process and evolution.

## 12. Hostility & Conduct

12.1 Hostility or Threats: While I strive for a positive and professional working relationship, in cases of hostility, harassment, coercion or any threatening behaviour, I reserve the right to terminate the project immediately without refund and invoice for any work completed up to that point.

## 13. Cancellation Policy

13.1 Project Cancellation: Should you decide to cancel the project before its completion, please provide written notice. In such cases, the deposit will be retained as a cancellation fee, and any additional work completed will be billed accordingly.

## 14. Limitation of Liability

14.1 Liability Limit: My liability for any claims arising from the services provided is limited to the total amount paid by you for the specific services related to the claim.

## 15. Creative Time & Availability

15.1 Considered Creativity: To ensure that I can dedicate the necessary time to explore and develop innovative design solutions, I do not operate on an on-call basis. My schedule is thoughtfully planned to allow ample time for focused, explorative creative work. Any requests for changes, meetings, or updates should be made with reasonable notice and within the parameters of the agreed-upon timeline, as this structured approach is integral to delivering high-quality, considered design work.

## 16. Governing Law

16.1 Applicable Law: This agreement shall be governed by and construed in accordance with the laws of the jurisdiction in which I operate. Any disputes arising under this agreement shall be subject to the exclusive jurisdiction of the courts of that jurisdiction.

## 17. Entire Agreement

17.1 Complete Agreement: This document constitutes the entire agreement between us regarding the services provided and supersedes any prior agreements or understandings, whether written or verbal. By paying and accepting any part of this project, you confirm that you have read, understood and agree to these terms and conditions.