

TERMS AND CONDITIONS

The following terms have been designed to protect both the client and designer during a working relationship.

PAUL SEAGER GRAPHIC DESIGN

2 Greyfriars Oswestry SY11 2DX

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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, supplied as PDF files.

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

I can be reached by telephone from Monday to Friday between 9am and 5pm GMT. Skype chats are welcomed at the Skype username: paul.seager1972

DESIGN FEES

Fees for design services to be provided by Paul Seager Graphic Design, will be set out in the written estimate or quotation that is provided to the customer. As an indication of costs, I charge a rate of £55 per hour.

At the time of the customer's signed acceptance of this estimate or quotation, indicating acceptance of the Terms & Conditions, a non-refundable deposit of 50% of the estimated costs will become due. Work on the project will not commence until the deposit has been recieved.

DELAYED PAYMENT

If, after the project has commenced, subsequent invoices are not paid within 30 days, a \$40 "delayed payment" fee will be charged.

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 will provide the designer with samples of print design that result from the project. Such samples shall be representative of the highest quality of work produced. Paul Seager Graphic Design may use such copies and samples for publication, exhibition, or other promotional purposes.

I have the right to photograph all completed designs or installations and shall have the right to use such photographs 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

Upon discussion of proposed work a design estimate and these Terms & Conditions will be supplied along with the first invoice for 50% of the estimated costs. Acceptance should be stated in an email reply or by signing and dating the supplied electronic PDF documents. Work will not commence until 50% of the costs are paid upfront.

BY SIGNING AND RETURNING IN THE SPACE PROVIDED BELOW YOU ARE HAPPY TO PROCCED AND AGREE TO THESE TERMS AND CONDITIONS

SIGNED BY CLIENT:	DATE:	f y in