



## THE BESPOKE BRAND DESIGNER LIMITED TERMS & CONDITIONS

Between me, The Bespoke Brand Designer Limited and you, the customer.

### SUMMARY

We will always do our best to fulfil your needs and meet your expectations, but it's important to have things written down.

So in short;

You, the customer, are hiring me, The Bespoke Brand Designer Limited, St Mary's House, Netherhampton, Salisbury, Wiltshire, SP2 8PU to deliver brand design services as outlined in our previous correspondence.

What do both parties agree to do?

You: You have the authority to enter into this contract on behalf of yourself, your company or your organisation. You will give us everything we need to complete the project as and when and in the format we need it. You will review our work, provide feedback and approval in a timely manner too. 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 at the end of this contract.

Me: We have the experience and ability to do everything we have agreed with you and we will do it in a professional and timely manner. We will endeavour to meet every deadline that's set and on top of that we will maintain the confidentiality of everything you give us.

We use the word 'Bespoke' (definition - made for a particular customer or user) on the basis that we put together a collection of brand elements to create an identity that reflects your business based on your values and target audience. As designers we have a certain style - that is why clients like to work with us. Whilst we approach each project completely on its own merit - there may be some artistic similarities.

### THE DETAIL

#### Design

From the start we ask you to provide us with any visual references such as your own mood board, 2-dimensional or digital, before we start your project to help steer the creative direction. This also helps us to understand what existing design styles you like or dislike. We may also ask you to complete a questionnaire which will help prepare you for the above.

You will have plenty of time to review our work and provide feedback after the initial proof. We will share a Dropbox link or folder with you when your designs are ready to review and we will have regular contact with you thereafter. If, at any stage, you are not happy with the direction our work is taking, you will pay us in full for everything we have produced until that point and cancel the contract.

#### Text Content

We are not responsible for writing or inputting any text copy for either a Brand Identity Design or Web Design project. If you would like us to write new content or input text for you, 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. If you choose to buy stock photographs, we can suggest stock libraries. If you would like us to search for photographs for you we can provide a separate estimate for that.

### Imagery

We may at times purchase vector/png/jpeg or SVG files of patterns or icons that will become part of your brand. We will purchase a standard licence for use in brand/logo design and this licence will pass to you upon full payment of your project and agreement with us.

Should you require an extended licence, this will be your responsibility.

### Website Design

We The Bespoke Brand Designer upon agreement with yourselves, will provide you with a full website design, if you choose this service.

We work alongside a separate company who will provide the technical elements and implementation of the agreed design. You will hence receive two invoices upon completion – their T & C's will be provided upon request.

### Changes and Revisions

We know from experience that fixed-price contracts are rarely beneficial to you, as they often limit you to your earliest ideas. We do not want to limit your ability to change your mind. The price quoted in the Proposal we send you is based on the length of time we estimate we will need to accomplish everything you have told us you want to achieve, but we are happy to be flexible. If you want to change your mind or add anything new, that will not be a problem as we will provide a separate estimate for that.

### Legal Stuff

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

### 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 have permission to use them.

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

You will own the visual elements that we create for this project. We will 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 own the unique combination of these elements that constitutes a complete design and we will license its use to you, exclusively and in perpetuity for this project only, unless we agree otherwise.

We like to share what we have learned with other people, so we reserve the right, with your permission, to display and link to your project as part of our portfolio and to write about it on websites, in magazine articles and in books.

#### Payments

We are sure you understand how important it is as a small business that you pay the invoices we send you promptly. As we are also sure you will want to stay friends, you agree to stick tightly to the following payment schedule.

**Basic Terms:** A 50% non-refundable Holding Deposit of the total amount is to be settled by you before design starts, unless an alternative payment term has been agreed. The Holding Deposit acts as a means of a) us holding any start dates proposed, b) covering the cost of initiating the first design phase and c) the Customer entering into an agreed contract between themselves and The Bespoke Brand Designer Ltd. The remaining 50% will be due on \*project completion.

**Credit Terms:** Full payment to be settled by you on the agreed credit terms, (7, 14 or 30 days) starting from the day of \*project completion.

**\*Project Completion:** This is when everything agreed in the order has been fulfilled and when all design time allowed for the project has been used.

#### Time Management

We understand that obstacles can sometimes put delay on projects. We aim to complete our design and turn around changes promptly to keep the project fresh and quick-paced. If, due to unforeseen circumstances, you create delay and do not move your project forwards for no less than 3 months and, by which time, you have received the majority of the design set out in your Proposal, then you will respectfully settle the full amount and re-join us when your project becomes ready to finalise.

Just like a parking ticket, you cannot transfer these terms and conditions to anyone else without our permission. This contract stays in place and need not be renewed. If for some reason one part of these terms and conditions becomes invalid or unenforceable, the remaining parts of it remain in place.

Although the language is simple, the intentions are serious and these terms and conditions are a legal document under exclusive jurisdiction of English courts.