

**TERMS AND CONDITIONS​**

I will always do my best to fulfil your needs and meet your expectations. It’s important to have things written down so both parties know what’s what, who should do what and when, and what will happen if something goes wrong.

In these T's & C's you won’t find any complicated legal terms or long passages of unreadable text.

In short, you are hiring me to do your marketing for the price outlined in your invoice, and these terms explain how the project will proceed.

 **STARTING POINT**

​The figures in your invoice are the minimum estimates for the project - the final amount payable will only increase if I have to pay any expenses on your behalf, such as purchase images and add on's, and any changes to the project scope (all of these are explained below). If there’s no change to the project scope, the final amount payable will not differ from my initial invoice.

**PROJECT SCHEDULE**​

I will do my best to meet the project deadlines outlined in the quote. That said, my ability to do this depends on you giving me everything I need to complete the project in the format that I need it, as and when I need it. You’ll review my work and provide feedback and approval in a timely manner too, but please recognise that creativity does not follow a schedule and a request such as logo design can sometimes take slightly longer to create to perfection.

**PAYMENT SCHEDULE AND INVOICES**​

You agree to stick to the payment schedule outlined in the initial invoice, and to pay further invoices in accordance with the terms stated on the invoice.

**AMENDMENTS TO WORK**​

I provide up to four (4) rounds of amendments to my work at no extra charge, as long as the changes requested do not substantially alter the original project scope, nature or purpose; and as long as you have not already given me your final approval for the piece of work concerned. Any other kinds of amendments are considered a change in the project scope, and charged at my standard hourly rate, which is explained in paragraph 8 below.

**CANCELLATION**​

You can cancel at any time, by informing me in writing at least one (1) month in advance.

Likewise, Totally Taylored can cancel any time, by informing you in writing at least one (1) month in advance.

Cancellation does not affect any benefit or right that you or I become entitled to beforehand. So regardless of cancellation, you will pay for any outstanding invoices and for work already done but not yet invoiced.

**FINAL DELIVERY**​

For graphic design projects, I will deliver to you the digital files after final approvement and all outstanding invoices have been paid.

For website development projects, all files that are required for the website to function properly will be implemented and launched after final approval, and after all outstanding invoices have been paid.

**WHAT YOU CAN DO WITH THE DESIGNS AFTER PAYMENT OF THE FINAL PROJECT INVOICE**​

If I have designed a trademark (in logo and/or tagline form) as part of your project, then, as far as the trademark is concerned:

* Upon payment of all outstanding invoices for the project, and in exchange for such payment, I assign to you all right, title and interest in the trademark.
* In exchange, you grant me a royalty-free and permanent licence to use representations of the designs and tagline in my portfolio (in all types of media), as a sample of my past works, in trade publications, educational material, to promote my business, and for competitions.
* You’ll be entirely responsible for making sure the designs and tagline are free for you to use and register as a trademark, and that they don’t infringe anyone else’s rights - I cannot and do not accept any liability for these matters. I will sign any documents that are reasonably needed to confirm or evidence that you own the designs, provided you bear any legal and other fees that are incurred by either you or me in the process.

**For all other deliverables created:**

* Upon payment of all outstanding invoices for the project, and in exchange for such payment, I grant you a royalty-free license to use the deliverables for the uses stated in the quotation, without any changes or additions (except that you can make the designs smaller or larger for printing or display purposes).
* I remain the owner of all rights in the deliverables in draft and final form, as well as of the works used to create them (except for materials that you provided, or that are owned by third parties), and are free to use them in future.

**CHANGES TO THE PROJECT SCOPE**

I recognise that as the project progresses, you may have new ideas which you want to implement, and I will certainly be able to accommodate for these changes.  Please Inform me of the changes or additions as soon as possible, and if they are not already provided for in the existing invoice, I will provide a separate quotation to cover them - usually charged at my hourly rate.

 I understand that there may be urgent changes to the project scope that need to be carried out right away. You can request and approve an oral quote in order to start work on urgently needed changes, and I can follow up with an invoice later on.

**EXPENSES PAID ON YOUR BEHALF**​

You will reimburse me for any costs incurred in order to complete your project, including charges for bespoke email addresses, domain purchase etc.  I will inform you of these charges as soon as possible so you know exactly what was involved.

**THIRD-PARTY VENDORS**​

I may purchase or license from third party vendors materials used in your project (including source code, software programs, bespoke applications, photographs, illustrations etc.). Where we license such material, the intellectual property rights in the licensed material remain the property of the third party vendors.

**DELAYS TO THE PROJECT SCHEDULE**​

 I understand that sometimes it’s impossible to reply to emails and messages immediately, and so I don’t expect you (or us)

 to be able to do so. At the same time, we’ve found that keeping the momentum going produces the best results for both myself  and my clients.

To encourage everyone involved to do this, a delay fee of five per cent (5%) of the attached invoice amount will kick in for every ten (10) consecutive days that either you or myself goes unresponsive - not providing information, instructions, materials or anything else necessary for the project to proceed.

The maximum amount that either you or us can claim under this clause is a sum that is equal to the quotation amount.

 **AN EXPLANATION OF OUR WORK**​

Design​

I create look-and-feel designs, and flexible layouts that adapt to the capabilities of many devices and screen sizes. I use test sites to showcase the project so you can see the project in true form.  I may sometimes use static visuals to indicate a look-and-feel direction (colour, texture and typography.)

You’ll have many opportunities to review my work and provide feedback. If, at any stage, you’re not happy with the direction the work is taking and feel that you would prefer not to proceed further, you’ll pay in full for everything produced until that point and cancel this contract.

Text Content​

If you have chosen for me to provide you with copy, you’ll have many opportunities to review my work and provide feedback. If, at any stage, you’re not happy with the direction the work is taking and feel that you would prefer not to proceed further, you’ll pay in full for everything produced until that point and cancel this contract.

Photographs​

You should supply photographs in a high resolution digital format. If you choose to buy stock photographs I can suggest stock libraries. If you’d like me to search for a selection of photographs for you, I can provide a separate estimate for this service.

**SOFTWARE, FONTS AND RAW FILES**​

Software and fonts used for the project remain the property of Totally Taylored and will not be released to you. Likewise, project raw files will not be supplied.

1. MATERIALS PROVIDED BY YOU
Where you provide materials in the course of the project, you guarantee that you own them or have been given permission to use them. Ownership of these materials will remain with you (or the persons who licensed them to you) at all times. You grant me a royalty-free licence to use them for the project and to retain copies in our business records.

I will not be responsible for any damage or consequences if the materials you provided infringe someone else’s rights or are unlawful or illegal. You will indemnify me and pay for all damages, costs, fees, expenses and legal fees on an indemnity basis that I incur due to your materials being infringing, unlawful or illegal in any country.
2. NON-PAYMENT
We’re sure you understand how important it is as a small business that I get paid promptly for all invoices. I rarely have any late payment issues with clients, but I need to protect myself too.

So in the unlikely event that any invoice is not paid on time, I may charge a late fee amounting to five per cent (5%) of the amount owing for every seven (7) days that it remains unpaid.

I also may choose to cancel the project immediately, suspend work till payment is received (including stopping ongoing work, removing unpaid material, and taking down the website), and/or take legal action to recover fees and any charges for doing so.
3. MY RIGHTS BEFORE PAYMENT OF THE FINAL PROJECT INVOICE
All originally created deliverables, including trademark logos and tagline, in draft and final form, are wholly owned by Totally Taylored prior to full payment of the final project invoice by you. This means that if the project is cancelled before completion, I retain ownership of everything, and no rights are granted to you to use them.
4. ERRORS AND OMISSIONS
I will always use my best efforts to prevent errors and omissions from occurring in web page information. If such errors or omissions occur, please notify me, and I will correct them for free, and that will be the limit of our responsibility and liability.
5. CONFIDENTIAL INFORMATION
“Confidential Information” means information that is marked as secret or confidential, or which, based on the circumstances in which it was disclosed, ought to be treated as confidential.

In the course of this project, I may receive from you (and you from me) Confidential Information. If either you or I receive from the other Confidential Information, the receiving party agrees to keep the Confidential Information secret, ensure that its agents and employees keep it secret, and not disclose it to any other person, organisation or entity (unless absolutely necessary).
However, the receiving party may use or disclose Confidential Information received from the other in order to comply with a court order, law or regulation, direction of a governmental or statutory authority. The receiving party may also use or disclose Confidential Information that entered the public domain due to no fault of that party, or that was disclosed to the receiving party by another source lawfully and without any obligation of confidentiality.
6. LIMITS ON LIABILITY
While my aim is to deliver top quality and client satisfaction, there are some things we are unable to accept responsibility for.
I cannot and do not promise or guarantee that services or products purchased or licensed from third party vendors will be free from interruption or failure or that they will remain available for use for any specific period.

I will not be liable to you for lost profits or other special or consequential damages of any kind, nor will I be liable to you for direct damages unless caused by my gross negligence or fraud. The maximum damages payable to you in any event will not exceed the amount of fees actually invoiced and paid in connection with the project in question.

Specifically, I will not be responsible or liable to you for damages or loss caused by:
    - your use of the designs and deliverables in ways that are not covered by the licences granted;
    - anything done by myself  upon your instructions, or using material you provided;
    - any breach of these terms and conditions by you;
    - any legal, governmental, contractual or other approvals that were required but which you did not obtain,
and you will keep me indemnified for all damages, costs, fees, expenses and legal fees on an indemnity basis that I incur due to any of these specific actions and omissions.
7. FORCE MAJEURE
Neither you nor I shall be liable for failure to perform our part of the contract, if the failure is due to force majeure events (including fire, flood, earthquake, storm, hurricane, natural disaster, war, civil war, invasion, act of foreign enemies, hostilities, rebellion, terrorist activity, government sanction, change of law, strike, sabotage, interruption or failure of electricity service, interruption or failure of transport networks or other public utilities, interruption or failure of Internet or other communication service).

**OTHER LEGAL STUFF**

I am an independent contractor and not your employee, and thus, any laws by which ownership of copyright in works created by an employee is automatically transferred to the employer do not apply.

Totally Taylored may amend these terms and conditions at any time without prior notice.

 If for some reason part of this contract becomes unenforceable or invalid, the remaining parts will be unaffected.

 By expressing your confirmation in writing to go ahead (on paper or in electronic form), you agree to all the terms and conditions of this contract, which is effective from the most recent date that appears in the signing page or email.