



HOPESCREATIVE

## TERMS AND CONDITIONS

The Designer's name: Nikki Hopes ("The Designer")

The Company name: HopesCreative

Date: Accurate as at January 2022

This contract is made on the date stated above, between The Customer, and The Designer (whose details are listed above).

By agreeing to these Terms and Conditions The Customer is also agreeing to The Designer having permission to use any completed or part-completed Projects on their website and/or for promotional purposes. Any confidential or personal details would be removed from said work.

The Designer agrees to protect all The Customer's personal information, and to keep any information obtained confidential. A Privacy Policy is available on request.

A deposit of 50% of the quoted amount for any designed Project will be due to The Designer prior to the start of any work. Any quote is valid for 14 days from the date that it is supplied, and prices are subject to change if the scope of the Project is amended after the date mentioned. The Designer will submit any price changes to The Customer prior to beginning such work.

The Designer reserves the right to charge a commission fee, set at 20%, for any printing requirements - which could include sourcing quotes, agreeing upon materials with The Customer, printing set up and fees, and delivery.

The final cost amount for the project, minus the initial deposit, will be due before final files can be supplied or sent to print. The final amount must be paid within 14 days of receiving the invoice unless otherwise agreed or specified by The Designer.

The Designer retains all proprietary rights, including property ownership, intellectual property rights and Copyrights to all Projects and Working Projects. Projects cannot be modified in anyway, other than by The Designer, after final copies are supplied. Original source files can be purchased by The Customer and the price will be decided by The Designer based on the size and scope of the Project.

The Customer may terminate the Project at any point – but must pay for all work undertaken and completed up to and including the date that the Project is terminated. The Designer shall not be deemed in breach of contract if The Designer is unable to complete the Project or any portion thereof by reason of fire, earthquake, flood, hurricane or other severe weather, labour dispute, act of war, terrorism, riot or other severe civil disturbance, death, illness or incapacity of The Designer, or any other event beyond The Designer's control (collectively, "Force Majeure Event"). Upon occurrence of any Force Majeure Event, The Designer shall give notice to The Customer of the inability to perform or of any delay in completing the Project and shall propose revisions to the schedule for completion of the Project.

A Project will consist of: an initial discussion with The Customer, The Customer completing a brief form, a maximum of 3 different initial designs, 2 rounds of amends, and final high resolution versions of the Project (printed or digital or both).

Once an initial design is sent to The Customer any changes or amends are to be communicated, or approval given, within 7 days of receiving the files. The Designer will provide high resolution files, or send files to be printed, no later than 3 days after final approval, and final payment is received (which ever is received last). Final approval must be given by The Customer via written means (email).

An 'amend' constitutes a reasonable change request, eg, a word or sentence change, swapping an image or editing a colour. Any errors made by The Designer will be amended for free if noticed after the two rounds of amends have been made. If a substantial change or amend is made to a Project – eg, changing more than 50% of a design, or a third or further round of amends is requested – then the time required to complete the Project may change, and therefore further costs will be incurred at The Designer's hourly rate (£30 per hour).