*Template Only – Please replace and adjust as needed*

**Contract, Terms & Conditions**

**This is a contract between %DesignerNameHere% of %DesignerBusinessName% and %ContractSignatoryFullNames% ; the client, for the project/s detailed in the selected quotation.**

It is mutually agreed that the following terms of agreement form an integral part of this contract and that no variation or modification of this contract shall be effective unless accepted by both **%DesignerNameHere%** and **%ContractSignatoryFullNames%** in writing.

**PROJECT START DATE: %ShootStartDate%**

**PROJECT DELIVERABLES:**

Project Deliverables are as detailed in the selected quotation. Any stock Imagery is to be provided &/or paid for by the client and is not included as a deliverable, unless specified. Any Fonts used will be provided using open licenses, or otherwise must be purchased/supplied by the client.

**UPDATES/ EXTRA REVISIONS:**

If the number of design revisions included in the quotation are exceeded, or ongoing updates / changes are required; these will be charged at an hourly rate. However you will always be made aware if this, or any other potential extra charge will be incurred.

**HOURLY RATE:**

My rate is currently £40 per hour, and will remain such for the duration of the project/s this contract covers. The hourly rate is only applicable for extra work requested beyond that covered in the selected quotation.

**PROJECT DEPOSITS:**

A 50% deposit is required at the time of booking the project, together with this contract. Projects are started only when this deposit is received in full. This deposit is non-refundable, and partially covers the time to be spent on your project. If, after all reasonable efforts to reach a satisfactory outcome to a project have been made, you the client are not happy with the results, you are under no obligation to settle the balance. However if refusing to settle the balance, no artwork/files in digital format or otherwise will be released to you, and you will forfeit all copyright to any materials created by **%DesignerBusinessName%**, as well as the deposit.

**BALANCE PAYMENT:**

A balance payment is to be settled on release of the high res artwork, final digital files, or project completion. Payment for any authorised additional time spent on a project having been given prior consent by you the client, is also made at this time.

**PROJECT DELAYS:**

If the project has been delayed or placed on hold by the client, and **%DesignerBusinessName%** has made all reasonable effort to move the project toward completion - a further instalment toward the final balance may be requested, proportionate to the amount of work completed. For example, if a project is 80% complete - then placed on hold by the client for a number of weeks or months - an instalment may be requested so that 80% of the balance on the contract has been paid.

**VISUAL MOCK-UPS (WORDPRESS WEBSITES)**

As WordPress websites are built according to your exact specifications, it is necessary to 'sign-off' on proposed visual mock-ups. It is important you address any design preferences or have needed changes made prior to signing off, as the website will then be built to match the mock-ups as closely as possible. If dummy content (images and copy) have been used in the mock-ups, you must ensure the final content you provide will fit the proposed layouts without requiring any significant design adjustments. A small degree of adjustment will be made to ensure your content is well presented, but major design or layout changes will incur an additional charge (at the hourly rate) if requested after the site has been built.

**WEBSITE SUPPORT & TROUBLESHOOTING:**

**%DesignerBusinessName%** will endeavour to provide extensive bug testing and troubleshooting prior to the launch of a website. However, should any bugs or broken functionality be discovered subsequent to site launch, the client will receive 1 year of support and troubleshooting without extra charge. If they are subjective bugs – i.e. the client decides after signing off on the site that they would prefer a page to have centre aligned text rather than left aligned, or has a change of opinion on colour, text, margins etc. already agreed on; this would not be classed as a bug and would not be included. Problems or issued caused as a result of the client's own efforts to alter the framework of the site are also not included.

**WEB HOSTING: (If selected)**

**%DesignerBusinessName%** will provide hosting for a specified website on a yearly basis. Hosting includes the website only, and may not be used for storage of any files not related to the website. The website shall be hosted on a Virtual Private Server, which is managed by **%DesignerBusinessName%**, but is resold from a 3rd party and physically located offsite. **%DesignerBusinessName%**  will make weekly backups of the website, which they can restore in the event of a complete system failure a to minimise any disruption of service.

**EMAIL HOSTING: (If selected)**

**%DesignerBusinessName%** will provide hosting for specified email addresses on a yearly basis. **%ContractSignatoryFullNames%** must create any necessary backups of their emails, as this service includes use of a virtual mailbox, sending and receiving of emails - without backups. A secure password will be supplied to access emails online, along with details to setup transmission and receipt of emails from 3rd party software such as Outlook or Apple Mail.

**DOMAIN HOSTING: (If selected)**

By request, **%DesignerBusinessName%** can host any domain/s on your behalf via a 3rd party registrar. The domain remains the property of you the client for the duration of the hosting and is registered to **%DesignerBusinessName%** by Proxy.

**TRANSFER OF WEBSITE:**

**%ContractSignatoryFullNames%** may request a full copy of the hosted website along with any required sql database or associated domains or email accounts, which will be provided within 5 working days.

**HOSTING PAYMENT:**

Payment for any annual hosting service, domain name or email account is to made prior to the renewal date in order to ensure smooth continuation of the service.

**PROOFING:**

Any materials to be printed, displayed online or otherwise published must be proof-read by the client. **%DesignerBusinessName%** will not be responsible for checking or correcting spelling, punctuation, grammar etc. Please ensure you carefully check any copy before approval. By request **%DesignerBusinessName%** can provide a quote from a professional copywriter for either proof-reading or marketing copy.

**COPYRIGHT:**

The 1998 Copyright, Designs and Patents act assigns copyright to the Designer. Until final payment of the balance is made, you may not copy the digital artwork or designs created under this contract, or allow copies to be made photographically, electronically or by any other means. When final payment is made, you shall be transferred ownership of any artwork, digital files or intellectual property created during the project; this entitles you to full copyright release to use the files as you wish, with the exception of crediting other persons for work carried out by **%DesignerBusinessName%**.

**CANCELLATION:**

If **%DesignerBusinessName%** has to cancel this contract for reasons beyond their control (death, injury, sickness etc.), their liability shall be limited to a full refund of all monies paid.

**LIABILITY:**

**%DesignerBusinessName%**'s liability shall be limited to a full refund of all monies paid. Neither party will be liable to the other party for any indirect or consequential loss or damage, (whether in contract, delict/tort (including negligence) or otherwise).

**SOCIAL MEDIA/MARKETING:**

**%DesignerBusinessName%** has the right to display examples of the completed project in social media websites, blogs and other marketing media. However, we respect your right to privacy and if you wish to opt out of any such social or marketing media, please inform us in writing before signing this contract.

**PRIVACY:**

**%DesignerBusinessName%** will store your name and contact details, along with records relating to the project/s on a secure private database. These details will not be made available to companies or individuals outside of **%DesignerBusinessName%**. Should you wish to have your details removed from the database, please advise **%DesignerBusinessName%** in writing.

**CONTRACT:**

**By signing this contract you have read and fully understand the terms this contract and realise that this contract becomes effective immediately. You agree that you may forfeit your deposit in cases of any future cancellation.**