



## **Standard Terms & Conditions**

Creative Remedy is referred to as; we, us, the designer). It is vital that you (the user, the customer) take time to read through thoroughly and ensure you fully understand these terms and conditions and their implications before you commence any project with Creative Remedy. Please also note that from time to time Creative Remedy may need to alter these terms and conditions without notice.

As a user of our website, you agree not to reproduce, retransmit, disseminate, sell, publish, broadcast, or otherwise use any material from the Creative Remedy website without our express prior written consent.

## **Commencement of work**

These terms and conditions govern your access and use of the Creative Remedy website and design services. By accessing or using the Creative Remedy website and design services you agree to be bound by these terms and conditions and to any additional guidelines, restrictions, or rules that may be posted in connection with specific sections or services of the Creative Remedy website and design services.

All such additional posted guidelines, restrictions, or rules are hereby incorporated by reference into these terms and conditions. Agreement to work with via email, and submission of a design brief and payment of deposit to Creative Remedy constitutes agreement to these terms and conditions.



## **Design samples**

*"The Client"* also agrees to allow a small credit with a link to Creative Remedy on the footer of any/all website pages designed by Creative Remedy. Removal of this credit constitutes a breach of these terms and conditions.

*"The Client"* also agrees to allow Creative Remedy to showcase any/all work created in the course of a project as part of Creative Remedy. Creative Remedy acknowledges the confidential nature of projects and agrees to only display project work once the product/site has been publicly launched.

## **Project delivery**

Creative Remedy shall not be liable for any failure or delay in supply or delivery of products/services where such failure or delay is wholly or partly due to any cause or circumstances whatsoever outside the reasonable control of Creative Remedy including but not limited to war, strikes, lockouts, industrial disputes or unrest, government restrictions or transport delays, fire, power outages, failure attributable to hosting suppliers, breakdown of plant, theft, vandalism, riots, civil commotions, accidents of any kind or act of terrorism.

## **Fees for service**

It is agreed that the fee for service shall be the cost estimates provided via email, unless work undertaken exceeds work outlined. If work undertaken exceeds the items specified in the quote, *"The Client"* agrees to pay appropriate fees for the excess work, outside the scope of the original agreement. Wherever possible the client will be notified of increases in the scope of the project.



Payment of an invoice is set at 30 days from the date of when an invoice is issued. We reserve the right to add interest to any unpaid invoices at a rate of 5% above the bank of England base rate and/or cessation of any and all services provided. An administration fee may be applied to reinstate your services. We accept payments by online bank transfer or by cheque made payable to Creative Remedy.

## **Payment**

### **Small projects**

*"The Client"* agrees to pay the quoted amount on completion of any design project, with the balance payable prior to delivery.

### **Medium projects**

*"The Client"* agrees to pay a 50% deposit of the quoted amount to commence any design project, with the balance payable prior to delivery.

### **Large projects**

If design work exceeds 4 calendar weeks or more in duration, *"The Client"* agrees to a progress payment divided into 3 instalments made up of a deposit, second payment and final payment staggered across the project life span. Any additional work requested will be payable at final payment stage or upon project delivery.

### **Continuous projects**

For design work carried out on a monthly basis, a complete timesheet and invoice will be submitted at the end of each calendar month. Each invoice is payable within the 30 day standard terms and conditions.



Once research and resources are allocated or design work has commenced on a project, this deposit is non-refundable. In the case of a change of mind by "*The Client*" this deposit is non-refundable. Creative Remedy endeavours to provide graphic and web design services that meet and exceed a client's needs and expectations, but in the event of a "change of mind". After a project has been commenced for "*The Client*", the initial 50% deposit is forfeited, plus a pro rata payment based upon the time spent.

### **Printing costs**

All printing accounts and/or invoices must be settled in full prior to the release of the files to the designated printer.

### **Accounts & invoices**

Accounts and invoices that are not paid will incur a late administration fee of £25. Accounts which remain outstanding for 14 days after the date of invoice will incur an additional late payment fee equivalent to 5% of the project costs for each week payment is outstanding. If you are having difficulty paying your invoice, please get in touch so we can discuss a solution that works for you.

### **Additional design work**

This is defined as any work involving additions to the list of items defined in the Project Proposal *or* changes to all pieces of finished artwork after sign off by an authorised representative of "*The Client*". From time to time "*The Client*" will require extra design requirements during a project, or extra files upon completion of a project. The client will be informed that the alterations or changes requested fall outside the scope of the original estimate. If the client wishes these alterations to be made they must agree in writing.



Should additional design not initially quoted for be requested during the design process, a progress payment will be payable prior to further work being carried out. Otherwise, all additional costs will be added to the final invoice, payable prior to delivery of design files.

Publication and/or release of work performed on behalf of the client by "*Creative Remedy* " may not take place before cleared funds have been received. Any booking fees, delivery fees, design commencement fees, or progress payments are non-refundable once work has commenced if the contract is terminated by the client, after work has commenced.