



DESIGN TERMS & CONDITIONS

Clear foundations to build a great business relationship

Introduction

We will always do our best to fulfill your needs and meet your goals, but sometimes it is best to have a few simple things written down so that we both know what is what. In this contract you won't find complicated legal terms or large passages of unreadable text. We have no desire to force you into signing something that you might later regret. We do want what's best for the safety of both parties, now and in the future.

Guarantee

We are very proud of the work we create. We are interested in a long, working relationship with our customers. To help ease any initial worries, we offer the following guarantee. We will stick to the agreed time frame, supply you with print ready artwork if requested and our designs will follow the brief you supplied. We accept no liability for any aspect of the printing of any of the designs (unless printed by 07 Heaven Digital Marketing).

In Short

Customer's name, are hiring 07 Heaven Digital Marketing located at 498 Sutton Road, SS2 5PN to create design work for you outlined in the quotes sent and the deposit invoices. The agreed payment plan is at the end of the document.

As our customer, you have the power and ability to enter into this contract on behalf of your company or organisation. You agree to provide us with everything that we need to complete the project on time including text, images and other information as and when we need it, and in the format that we ask for. You agree to review our work, provide feedback and sign-off approval in a timely manner too. Deadlines work two ways and you will also be bound by any dates that we set together. You also agree to stick to the payment schedule set out at the end of this contract.

We will endeavor to meet all the deadlines set, but we can't be responsible for a missed completion date or a deadline if you have been late in supplying materials or have not approved or signed off our work on time at any stage.

We will also maintain the confidentiality of any information that you provide.



Details of the works

Brief of works

The **full brief is attached** to this document referred to as supplement 1. This is either a brief supplied by the client or our Questionnaire, which has been completed to be used as the brief. This will be used to create the initial designs.

This contract includes two main designs plus the opportunity for the client to make up to two sets of revisions. In the event that your thoughts change following review of these designs then this will incur additional costs at a rate that will then be agreed. In the unlikely event that you feel the design work will not achieve your revised thoughts and wish to end the arrangement prior to the completion of the design we will accept the 50% deposit as complete payment.

Text content

We are not responsible for writing or inputting any text copy unless we specified it in the original estimate. We are happy to help though, and in addition to the estimate, we can supply another quote for content creation.

Photographs

You will supply us photographs either in digital format. If you choose to buy stock photographs, we can suggest vendors of stock photography. Any time we spend searching for or taking appropriate photographs, will be charged at our standard hourly rate, after a free initial consultation to determine if this is the best route to take. We can also provide a quotation for a professional photographer to create a bank of photos for your company's designs and marketing material.

Changes and Revisions

We know from plenty of experience that fixed-price contracts are rarely beneficial to you, as they often limit you to your first idea about how something should look, or how it might work. We don't want to limit either your options or your opportunities to change your mind.

The estimate/quotation prices at the beginning of this document are based on the number of days that we estimate we'll need to accomplish everything that you have told us you want to achieve. If you do want to change your mind, that won't be a problem. This extra work will be quoted and invoiced upon confirmation. Along the way we might ask you to put requests in writing so that we can keep track of changes.



Payments

As a business we know you will appreciate the importance of being paid on time and we have the same need and expectation. We therefore expect that you will honour the payment schedule. Any delay in payment may lead to a delay in the completion of the design project. You agree to stick tight to the following payment schedule, which will be as follows, but may be revised based on further conversations between us. We are so confident in-fact that if for some reason you are not completely satisfied with us keeping to deadlines we will offer you a 10% discount on the total invoice!

Payment Schedule

50% of total estimated fee upon agreement of quote

50% of total estimated fee upon the design agreement date

The designs remain property of 07 Heaven Digital Marketing until the invoice has been paid in full.

[Purchase Order or Purchase email attached](#)

[Quote attached](#)



Copyrights

You guarantee to us that any elements of text, graphics, photos, designs, trademarks, or other artwork that you provide us for inclusion in the design project are either owned by your good selves, or that you have permission to use them.

When we receive your final payment, copyright is automatically assigned as follows:

You own the graphics and other visual elements that we create for you for this project. We will give you a copy of all files and you should store them really safely as we are not required to keep them or provide any native source files that we used in making them.

We love to show off our work and share what we have learned with other people, so we also reserve the right to display and link to your completed project as part of our portfolio and to write about the project on web sites, in magazine articles and in books about web design.

But where is all the horrible small print?

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

We have tried to make this contract as simple as possible so both sides know what to expect and how things will work which we hope you appreciate. However the terms and conditions specified are to be regarded in every way as a legal document.