

Terms and Conditions

Summary

These terms and conditions are to ensure projects run smoothly and to easily resolve instances in which they may not. It is important that should any issue arise that there is a mutual understanding of how best to deal with it. These terms and conditions are in place to ensure that we are both protected should anything unexpected occur. The following terms and conditions apply to all services provided by Lily Lee Design and by signing a finalised brief and accepting a quotation you are accepting these terms and conditions in full.

You Agree

You have the authority to enter into this contract on behalf of yourself, your company or your organisation. You must provide me with all the materials and data I need to complete the project, this includes, text, photography, designs or any other information when requested, promptly, in a high quality and in the format I request it in. When it comes to revisions, feedback, approval and or any other communication this must also be done in a timely manner. You will be bound by any dates that we set together this includes your cooperation with any payments scheduled.

I Agree

I agree that I have the necessary experience to provide you the services you need from me and I promise to carry them out in a professional and time efficient manner. Throughout the duration of the project it is my intention to meet all deadlines however if your correspondence is delayed for whatever reason this does impact the

Project Acceptance

After the initial proposal I will provide you with a quotation by post or email depending on preference. A copy of this quotation is to be signed by the client which binds the client to accept these terms and conditions. No work will commence until this document has been received.

Project Deadline

Any hard deadlines for the project must be communicated during the initial consultation. The projected deadline I provide you is based on an estimate and cannot be guaranteed. It is always my intention to ensure all work is completed on time and this relies heavily on your response and co-operation. I am not responsible for any overruns whatever the cause.

Design

The quote I provide you is based on the amount of time I have estimated it will take me to complete the project. I have allowed time for some contingencies however any revisions or alterations I deem excessive will be subject to additional charges at my discretion. You will be notified of any additional charges. Should I not receive any correspondence from you the client in 30 days I will assume my services are no longer required and you will be invoiced for the work I have completed up to date. You also reserve the right to cancel the contract at any point if you are not happy with the direction the work is taking, should this be the case you must pay me for the work I have completed thus far.

Alterations

All alterations and revisions must be approved in writing before they are completed. To make the most of your alterations and revisions please ensure that you are specific in your feedback. If you feel an additional meeting is required please do not hesitate to let me know and one can be arranged be it in person or over zoom. Any additional meetings/ consultations may be subject to additional charges at my discretion.

Copyright

Copyright is retained on all design work produced by Lily Lee Design. Once the final payment is settled in full copyright will be assigned as follows:

You will own the visual elements that I have created for you, once the final payment has cleared I will provide you with the relevant source materials and finished files. It is important that any files I provide you with are stored somewhere safe, I am not required to keep a copy. Any data you have provided me with is still owned by the original owner unless modified in the production of the final outcome(s) with the relevant permissions.

I own the unique combination of these elements that constitutes a complete design and I will license this to you. Exclusively for this project only unless agreed otherwise. You can not sell my designs on. Any design, copywriting, drawing, idea or code created for the customer by Lily Lee Design, is licensed for use by the client on a one-time only basis and may not be modified, re-used, or re-distributed in any way or form without the express written consent of Lily Lee Design.

Any design I have produced for you throughout the duration of the project is owned by me this includes initial sketches and any versions of design(s) unless other agreements have been made. When providing me with data you must guarantee that all elements of text, graphics, photos, designs, trademarks or any other resources are either owned by yourself or you have permission to use them. I am not to be held responsible should you provide me with data that you do not have permission to use. I reserve the right to display and link to the project as part of my portfolio and to write about it in all circumstances and all forms of social media unless you specifically ask me not to.

Design Credits

The client agrees to allow Lily Lee Design to place a small credit on any material produced where applicable, this will usually be in the form of a small logo or written line placed in a discreet location on the produced material usually at the bottom of the page.

Print

I do not have the facilities to produce printed materials for a project. Any projects that require print I can recommend a printing service. I will not subcontract a printing service. I am not liable for any errors or mistakes that are noticed after the final hand off or if the work printed is of a standard that you are not happy with.

Privacy Policy

The data you provide me with will be stored safely on a computer and used strictly for business purposes such as invoicing, emailing and posting any documents. I will maintain the confidentiality of any information you provide me with.

Right of Refusal

I will not include anything I deem obscene, immoral, illegal or offensive in the work I produce. All advertising materials must comply with all relevant advertising standards authorities. I also reserve the right to refuse to include any materials you submit to me without giving a reason.

Cancellation

Should you wish to cancel the contract for any reason please notify me as soon as possible, you are free to do so. If I have commenced work on the project you will be invoiced for the work I have completed to date. Should for any reason I wish to cancel this contract at any point I am free to do so, in the unlikely event this occurs you will be notified and invoiced for any work completed.

Payment

Final payment must be made 30 days after the invoice is sent, this date is made clear on the invoice. If the project is large stage payments may be arranged at the initial consultation, should this be the case it is important these are paid as soon as possible so the project can continue. Further stages of the project will not be completed if payments are outstanding. Should an invoice not be paid after the date given on the invoice, you will have to pay statutory interest this is 8% plus the Bank of England base rate for business to business transactions. This interest will commence on the 31st day after the due date stated on the invoice.

Disclaimer

I cannot guarantee my work will be error free and therefore cannot be liable to you or any third party for damages, including loss profits, lost savings or other incidental, consequential or special damages. Finally, if any provision of this contract shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from this contract and shall not affect the validity and enforceability of any remaining provisions.

General

These Terms and Conditions supersede any previous Terms and Conditions distributed in any form. Lily Lee Design reserves the right to change any rates and any of the Terms and Conditions at any time and without prior notice. Errors and omissions excepted.