

Design Day Terms and Conditions

Full Day Design Agreement / Terms & Conditions
By agreeing to this agreement, you ("Client") agree to retain Now or Never Design ("Designer") to proceed with branding & design services for a 7-hour Design Day intensive, and agree to the terms and conditions as set forth in this Agreement.

Client wishes to engage Designer to provide design services relating to Client's creative projects. Designer has agreed to provide such services according to the terms set forth below.

TERMS, DESIGN FEES AND PAYMENT.

TERMS. During this intensive, Designer agrees to provide:

- * A full 7 hours on assignments to be determined by Client
- * An additional 3 hours of pre- and post-work
- * Offer 14 days of email, video and messaging support as needed.

PAYMENT.

Payment for these services will be to Designer at the rate of \$1200 and will be due 72 hours before the Design Day appointment.

Design services in addition to the intensive will be made available by Designer at the current daily rate or at an hourly rate of \$125/hr, and will be billed separately. You are purchasing time with this Design Day, not specific deliverables. Designer will do whatever possible during the Design Day to maximize available time and final output.

DESIGN FEES.

Any expenses exclusive of normal overhead are not included in this agreement and will be billed separately. Examples of such expenses include but are not limited to: stock images, premium font licenses, 3rd party application services or platform monthly memberships, website domains, website hosting, website templates. Designer will discuss all options with Client and attempt to create and source free options whenever possible.

ASSOCIATED WEB SITE FEES AND TERMS.

WEB SITE FEES.

With Web Design, a one-time setup fee may be required to begin with certain site themes, to be determined and agreed-upon between Client and Designer.

WEB SITE MAINTENANCE.

Website backups are the responsibility of the client. Any fixes or restorations that are necessary from errors occurred during web site maintenance or backups performed by the client will be billed at \$125/hr. Now or Never Design is not responsible for any problems caused as a result of newer technology or software being released after a project has been accepted. Any issues that arise as a result may be quoted for separately based on our standard hourly rates at that time.

ALTERATIONS.

Now or Never Design Studio will not accept any responsibility for any unauthorised alterations performed by either the client or a third party which cause errors to the site. Such alterations include, but are not limited to, additions, modifications or deletions. Web site restorations and fixes that arise from a client's alterations will be billed at \$125/hr.

SCOPE.

Client understands that scope of Web projects are limited during a Design Day. For customization elements that require additional development, functionality or plugins not outlined above, Designer will discuss additional fees with Client, and may refer Client to specialists for these added elements.

This support does not cover additional design or website work that exceeds this Design Day. If you have additional work that needs to be performed, you will have the option to book another day or hours at an hourly rate of \$125/hr.

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THIRD PARTY MATERIALS

It is the responsibility of the client to use any third party materials such as illustrations, photographs and software in accordance with their licenses.

Now or Never Design Studio accepts no responsibility for delays, down time, breakdowns or data loss caused by Internet Service Providers, web site hosting services, domain name providers or third party software such as Wordpress, payment gateways or marketing services. Web site restorations and fixes that arise from any failure of these services will be billed at \$125/hr.

Now or Never Design Studio will make every effort to ensure the web site, services and online content management system are available to be viewed the majority of web browsers.

RESPONSIBILITIES.

Client understands his/her company will own all laws, rights and responsibilities of their Web domain, brand and company, across all platforms where they are associated. Client has read and will abide by all of their Web hosting, domain, social and marketing site terms and conditions, including but not limited to FAQ, pricing, terms and services and privacy policy, and understands they are subject to change at any time.

TERMS.

Designer bears no responsibility for any web site or third-party terms and conditions or privacy policies. Designer's role is strictly to assist Client in design, setup and optimization across various platforms.

COMMENCEMENT DATE

Now or Never Design Studio (we/us/our) will commence work when the full deposit, complete website content (if applicable) and written approval via email or hardcopy is received.

COMPLETION DATES

While Now or Never Design Studio will make every effort to meet timeline goals and completion dates, they are an estimate only and Now or Never Design Studio accepts no liability of any kind arising out of a failure to meet these dates or any action taken by you in reliance upon any estimated timeframes.

APPROVALS.

For each Design Day, all Client edits are to come through one team member. If multiple approvals are needed, the designated team member is to gain the approvals and communicate needs/edits/approvals with Designer.

It is requested that the client be readily available throughout the design day for approvals to maintain momentum. Should the Client be unavailable at any point, Designer will make the decisions based on previous discussions surrounding the project.

TIMELINE.

Work will normally occur between the hours of 9am – 6pm AEST on weekdays, with a one-hour break.

It is the responsibility of the client to make all attempts to meet timeline goals by promptly:

- responding to email, phone and mail communication;
- providing instructions and feedback for artwork; and
- approving artwork via email or in writing.

If the project timeline is delayed at the client's end and work cannot be completed on the designated Design Day or is cancelled at any time, Now or Never Design reserves the right to invoice the client for work completed to date. In this case, Now or Never Design is not considered to be the party at fault in exceeding the project deadline and has the right to reasonably modify the project timeline without any penalty charge.

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TIMELINE. (continued)

Substantial delays in responding or cooperating with requests made by us may result in additional costs being incurred at the rate of \$125/hour in addition to any quoted amount where any stage is repeated.

RELEASE OF FILES.

Client design files will be released at the end of the Design Day or in the following days if additional work is required.

ARTWORK APPROVAL AND SIGN OFF.

Only paper and electronic approvals constitute a sign off for approval of artwork, changes and printing.

Artwork must be signed off before it will be sent to print or published online.

By signing off, the client accepts the design as final. Now or Never Design Studio accepts no responsibility or liability for any errors, omissions or imperfections after this stage, including but not limited to spelling, grammar and design.

SUPPORT.

As a bonus to the Design Day, you will also receive 14 days of support following our intensive, starting with the day after the intensive. You will be able to email or message me with any questions or concerns you have about the work that was performed during our intensive, and you will receive a reply via email, message or video tutorials.

COPYRIGHT OWNERSHIP.

Copyright for final artwork is transferred to the client only when all money owing to Now or Never Design Studio is fully paid (the Transfer). Final Artwork in this instance refers to the precise form only of the artwork signed off with final approval by the client. Copyright vested in preliminary artwork, working electronic files, ideas and concepts is not transferred to the client.

The Transfer is conditional upon the client granting Now or Never Design Studio (and its assignees or personnel) an irrevocable, perpetual and worldwide license to use the Final Artwork for promotional and advertising purposes.

STOCK, TYPE AND ASSET LICENSES.

Client will read and will abide by all stock agency licenses, type foundry end-user license agreements and all other fine print associated with licensing, trademarking and copyrighting of brand assets. When necessary, client will license all necessary fonts, elements, images, icons and assets prior to using. Client understands through this agreement they will be presented with final end products and may need to pay to license fonts, images, assets, templates and other elements if they are to use on an ongoing basis. All fees and terms will be discussed, but will ultimately be the responsibility of Client to understand and adhere to as the Brand owner.

SUPPLY OF MATERIAL.

It is the responsibility of the client to ensure material supplied to Now or Never Design Studio is not in breach of any intellectual property rights, including without limitation copyright, design, trade marking and moral rights.

You agree to fully indemnify Now or Never Design Studio from any actions or claims made against us as a result of infringement of intellectual property rights arising out of materials provided by you to Now or Never Design Studio.

ARTISTIC RELEASE.

STYLE.

Client has spent a satisfactory amount of time reviewing Designer's work and has a reasonable expectation that her designs will be produced in a similar manner and style.

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CONSISTENCY.

Designer will use reasonable efforts to ensure Client's designs are produced in a style and manner consistent with Designer's current portfolio and Designer will try to incorporate all suggestions Client makes. However, Client understands and agrees that:

- * Every client and business is different, with different tastes, budgets, and design needs;
- * Design is a subjective art and Designer is an artist with a unique vision, with an ever-evolving style and technique;
- * Designer will use her personal artistic judgment to create designs for Client, which may include interpretation (not strict adherence) to Client's suggestions
- * Dissatisfaction with Designer's aesthetic judgment or artistic ability are not valid reasons for termination of this Agreement or request of any monies returned.

ACCREDITATION/PROMOTION.

Now or Never Design Studio reserves the right to use final artwork for personal promotion in portfolios and advertising unless confidential.

ADDITIONAL COSTS.

Now or Never Design Studio will seek advice and approval from the client for any extra expenses before adding them to the project cost.

LIMIT OF LIABILITY.

INDEMNIFICATION.

Client agrees to indemnify, defend and hold harmless Designer for any economic injury, damage, liability, claim or other cause of action arising out of or related to Services and/or products Designer provides to Client.

CANCELLATION AND REFUND POLICY.

Formal cancellation of work must be made in writing via email.

a) Full Deposit Refund

In order to qualify for a full refund of Client's initial deposit, Client's cancellation request must be received no later than seven (7) business days prior to the project start date.

b) Partial Deposit Refund

Client cancellation requests received between three (3) and seven (7) business days prior to the originally scheduled project start date will result in a refund of fifty percent (50%) of the deposit amount.

c) No Refund Offered

In certain instances, no refund will be provided. The following outlines instances where Client is ineligible for a refund of monies paid toward services:

Cancellation Request Received Late --

Client submits a cancellation request less than two (2) days prior to the originally scheduled project start date.

TRANSFER OF DATE/NOTICE.

Your purchase is non-refundable within 2 days of the start date due to other projects/Clients Designer must turn down in order to complete Services. Designer shall reserve appropriate time to complete Client's Services upon receipt of this Agreement and Client's project fee. NOTICE. You may transfer your service to another date or service, with 7-days prior written notice. Your purchase is valid for 90 days, and must be used within that timeframe.

CANCELLATION MID PROJECT.

Now or Never Design Studio reserves the right to charge for the percentage of the project already completed as deemed by Now or Never Design Studio. Now or Never Design Studio retains ownership of works that remain incomplete. Now or Never Design retains full ownership of all works including but not limited to concepts, sketches, moodboards and design proofs that have not been paid in full.

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CANCELLATION DUE TO IMPOSSIBILITY.

FORCE MAJEURE.

Either party may choose to be excused of any further performance obligations in the event of a disastrous or hazardous occurrence outside the control of either party.

NO-SHOWS.

If it becomes impossible for Designer to render Services due to the fault of the Client or parties related to Client, such as failure of the Client to adhere to Designer's timeline, lack of written cancellation or failure of one or more essential parties to the design process to provide Designer with necessary information, it is within the Designer's sole discretion to render Services cancelled. In such an event, any outstanding amount will immediately become due and payable to Designer.

FAILURE TO PERFORM SERVICES.

In the event Designer cannot or will not perform her obligations in any or all parts of this Agreement, she (or a responsible party) will: Immediately give Notice to Client; Issue a refund or credit based on a reasonably accurate percentage of Services rendered; and Excuse Client of further performance obligations in this Agreement.

SEVERABILITY.

If any portion of this Agreement is deemed to be illegal or unenforceable, the remaining provisions of this Agreement remain in full force, if the essential provisions of this Agreement for each party remain legal and enforceable.

MERGER.

This Agreement constitutes the final, exclusive agreement between the parties on the matters contained in this Agreement. All earlier and

contemporaneous negotiations and agreements between the parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement.

AMENDMENTS.

The parties may amend this Agreement only by the parties' written agreement with proper notice.

JURISDICTION.

These terms and conditions and the services provided by Now or Never Design Studio are governed by the laws of the state of Queensland, Australia.