

CONTRACT OF WORKS FOR GRAPIC DESIGN - MAY 01, 2014

Between _____ at _____ and _____

Summary

We will always do our best to fulfil 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, who should do what and what happens if things go wrong. In this contract you won't find complicated legal terms or large passages of unreadable text. We have no desire to trick 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.

In short

You, _____, are hiring _____ located at _____ to design and develop a Tri Fold Brochure for the estimated total price of £ _____ outlined in our previous correspondence. The agreed payment plan is at the end of the document.

What do both parties agree to do?

As our customer, you have the power and ability to enter into this contract on behalf of your company or organization. You agree to provide us with everything that we need to complete the project 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 have the experience and ability to perform the services you need from us and we will carry them out in a professional and timely manner. Along the way we will endeavour to meet all the deadlines set but we can't be responsible for a missed launch 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. On top of this we will also maintain the confidentiality of any information that you give us.

Details of the works

We will create designs for the look-and-feel, layout and functionality of your brochure. This contract includes one main design plus the opportunity for you to make up to two rounds of

revisions. If you're not happy with the designs at this stage, you will pay us in full for all of the work that we have produced until that point and you may either cancel this contract or continue to commission us to make further design revisions at the daily rate set out in our original estimate.

Text content

We are not responsible for writing or inputting any text copy unless we specified it in the original estimate. We'll be happy to help though, and in addition to the estimate we will charge you at £ _____ per hour, including a free initial consultation, for copy writing or content input.

Photographs

If needed, you will supply us photographs either in digital or printed 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 £ _____ per hour, after a free initial consultation to determine if this is the best route to take.

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, add extra pages or templates or even add new functionality, that won't be a problem. You will be charged the daily rate set out in the estimate we gave you. Along the way we might ask you to put requests in writing so we can keep track of changes.

Legal stuff

If any provision of this agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions.

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 web site are either owned by your good selfs, 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.

Payments

We are sure you understand how important it is as a small business that you pay the invoices that we send you promptly. As we're also sure you'll want to stay friends, 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.

50% of total estimated fee upon agreement of initial design: £_____

**Remainder of fee payable not more than 14 days after receipt of finished product:
£50.00**

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.

Although the language is simple, the intentions are serious and this contract is a legal document under exclusive jurisdiction of English courts.

Everyone should sign above and keep a copy for their own records.

