

Terms & Conditions

Last updated: 20/06/2010

DaredevilCreative

1. The Brief

In order for me to provide you with an accurate quote I need you to provide me with a written brief. When providing the brief try to include as much information as possible. If you're used to commissioning design, your standard brief or tender should be OK. If there's anything you've missed that I need to know I'll contact you before putting the quote together. *Please note* that when a project contains more than one element (i.e. promotional material for an event consisting of an invitation, flyer and poster), a separate brief is required for each element. Where possible I can help the client forming the brief.

2. Schedules and Deadlines

Please make me aware of all deadlines at the briefing stage so that I can schedule your work accordingly. I will provide you with key dates (such as when copy and amendments are required by and when proofs will be delivered) in order to meet my deadlines. I will be as flexible as I possibly can to meet your requirements, but please respect that I may not always be able to drop everything, as I may be committed to another client. As I run a busy business it is important that I follow the agreed schedule as closely as possible. Please be aware that delays in providing content or amendments may result in your job being rescheduled.

3 The Quote

I base my quotes on the complexity of the brief provided. I make my calculations based on time and complexity that the brief will entail. Where applicable I will charge a flat day rate. Quotes provided are only valid for 30 days. Please bear in mind that the quote not only includes the physical time it takes to layout a document, it includes development time too. Within the quote I also allow a small amount of time for administration, and the costs involved in proofing the job.

Please note: Additional services such as print handling, art direction in regards to photography and models, sourcing stock imagery, the purchase of typefaces, lb domain names and web hosting - if included - will all be itemised clearly within the quote.

4 Before I begin...

I require written permission either in the form of an email, letter and/or purchase order number (where relevant) before any work can commence.

You may also sign this form and send it to sean@daredevil-creative.com. Your authority is given on the basis that you find the quote acceptable and that you agree to these terms and conditions. **Full payment is required in full** before work commences, to secure the job. If an incremental payment is required, no work will be undertaken until this is received (please see section 8).

Please note: Whenever possible all approved content should be supplied before any artwork can commence, as once the project is underway, any additional content supplied may result in the reworking of the document or artwork and additional charges (please see section 6).

5 First proof

The first proof will, in most cases, be presented as a complete document. This will be delivered as a digital PDF document. However, where there is a large quantity of text or where the brief involves illustrations, for example, an interim proof may be required which will indicate how I propose to present information and use imagery. This minimises the time and costs involved in reworking large amounts of text should this approach be unsuitable. This will be discussed and agreed to at briefing stage and will not effect the proofing process (see section 6).

A printed proof is available at an additional cost that is set by whomever is carrying out printing. To minimise Daredevil's Carbon Footprint, I do not personally supply printed proofs. When the brief is for an identity, campaign branding or a visual identity which will span across different mediums I would recommend two conceptual approaches. Please state on the brief if you would like two conceptual approaches as unless specified, only one conceptual approach will be submitted. The cost for additional approaches will be reflected in the overall quote.

If you work alongside a marketing department, or where there are partners or other individuals that will be involved in the sign-off of artwork, it is a good idea to run the first proof past them, including any changes you wish to make to the proof, at this stage.

6 Amendments

When I have provided you with a proof that meets the original brief, I understand that it is only natural for there to be minor amendments that you wish to make. I'm happy to provide two further proofs at no extra cost, so long as the changes do not deviate from the original brief or any conceptual approaches agreed to at first proof stage.

Any quote issued is based on the brief provided. Should the brief change substantially, i.e. an increase in page count or format, or should the client request additions which would amount to extra design time, this will be considered a 'rebrief' and a new quote will be issued in addition to the previous quote reflecting these additions/changes. Until the quote for additional design time has been formally approved and paid for, no further artwork can be undertaken.

If a proof has been provided and you feel that it doesn't meet the brief or that amendments have been overlooked, I will need to discuss your requirements before a further proof is provided. Should it be agreed that I have not followed your instructions I will provide you with a further proof at no additional cost. If however, it is agreed that I have met your brief to our full understanding, a further proof can be produced upon request, the production of which will be charged for at the standard hourly rate.

Please note: To minimise costs outside of the original quote, where ever possible, ensure content has been approved by the parties involved before it is supplied to Daredevil Creative. Author's corrections to the copy or imagery provided are chargeable at standard hourly rate. Any adjustments needing to be made in relation to the artwork, e.g., the repositioning of logos to meet logo usage guidelines, that were not clearly stated on the initial brief will be undertaken outside of the original quote and charged at the standard hourly rate.

7 Final Proof and Sign Off

By signing off the final proof you are giving me instruction to continue with production, i.e., to submit the files to yourselves, to the printers or manufacturers, to make a website or holding page live or to submit advertisements to the publications they are to appear in. I will not amend the document in any way once I have received sign off.

8 Payment

Payment is required before any work commences, to secure the work. Once the quote has been agreed, I may ask for payment in 3 stages. This would involve a deposit (payable before commencing work), an incremental payment (at a predetermined mid-way point) and the balance payable in full on the delivery of artwork. If I am handling print or art directing photography, I may also ask you for payment of these additional services in advance. With exception to payments required in advance / incremental payments, our payment terms are 30 days. Any invoice not paid within 30 days of the invoice date is considered 'late', and in line with 'The Late Payment of Commercial Debts (Interest) Act 1998'. Daredevil Creative will claim interest on overdue payments at 8% above the prevailing Bank of England base rate, as well as compensation for debt recovery costs. These charges are: £40 or debts under £1,000, £70 for debts of £1,000 - £9,999 and £100 for debts over £10,000.

9 Additional services

Print: I offer a print handling service. This involves liaising with printers to source high quality print, providing samples, negotiating timescales and delivery. I can also discuss finishing options, such as suitable binding and coatings for your document. I charge a print handling fee for this service. **Sourcing stock imagery:** Whether the sourcing of stock imagery is requested within in the brief, or whether during the conceptual development the designer considers stock imagery to be a suitable approach, you will be provided with a proof containing low quality versions of the images I propose to use. These images are free to use as for this purpose and so there would be no cost should the images I have sourced be unsuitable. I will not purchase any stock imagery without your written instruction. I charge a handling fee for this service on each image sourced. **Photography:** I will not undertake the art direction of, or commission any photography, hire studios or models etc. without your written instruction. Purchasing typefaces: There may be occasions where typefaces need to be sourced and purchased. I will not purchase any typefaces without your written instruction to do so. I charge a handling fee for this service on each typeface sourced. **Web domain names and web hosting:** I will not purchase any web domain names or web hosting packages without written instruction.

10 Your files

I archive any work that I produce for you, so that if you want to update a document that I have produced for you previously, I will only quote for the time it takes to update the file, i.e., replacing text or imagery, and not for the job in its entirety. I do not provide source files.

11 Copyright

Unless otherwise agreed at briefing stage, all artwork produced remains the copyright of Daredevil Creative. This excludes photography supplied or purchased and/or any branding images supplied or not produced by Daredevil Creative. I reserve the right to use artwork I have produced to promote and market my services, either online or in print. I also reserve the right to include the strap line 'Like this design? Then you'll love Daredevil Creative' at 7pt within the page bounds without compromising the overall design. For web the strap line 'Like this website design? Then you'll love Daredevil Creative' shall be used in agreement with the client. Considerations: Please ensure all photography provided has adequate permissions for use and that the use of any imagery or text provided does not breach copyright. Responsibility for photography usage and copyright of imagery and text provided remains with the client.

12 Customer service

I'm aware of the benefits of forming a good working relationship with my clients, as the majority of our regular clients have come to me on referral. If there's anything you are not happy with, anything you don't understand or if you need any more information on any of the services I offer, I would like to hear from you. Your feedback is important to me.