

# Terms & Conditions

You must **agree** to these terms and conditions set by Design97® to take part in 'The HelpHub Project' by Design97®

1. In these terms, 'Design97®' is the service provide. The client is the business/person receiving the service(s).
2. These terms are the agreement between 'Design97®' and the 'Client'.
3. Design97® will provide graphic design and copywriting services. These services shall be carried out solely by Design97® utilising the relevant skill, care and expertise whilst being in full compliance of the relevant professional standards and legal requirements such as the "Copyright, Designs and Patent Act 1988" and the "Intellectual Property Act 2014."
4. 'The HelpHub Project' by Design97® is a project run by Design97®. This project offers both the graphic design services and copywriting services in which Design97® provides. These services will be provided free of charge for 10 hours.
5. Each client will receive an invoice at the end of the project which will be there purely for both Design97® and the clients financial records.
6. Any clients who exceed the 10 hours worth of free services will be charged and invoiced the extra time at our standard hourly rate of £35.00 per hour. This will automatically be added onto the final invoice and the client will be liable to settle the invoice for the extra hours.
7. a) This agreement is for the duration of the 10 hour period in which the client will receive 10 hours of free graphic design and/or copywriting services. and will automatically roll over unless cancelled, in writing, fourteen days prior to the renewal date. These terms commence and are binding from the first day of signing up to 'The HelpHub Project' by Design97®  
  
b) Once the project has ended and the 10 hours worth of free services have been used up by the client, the client will automatically roll over to the full terms and conditions of Design97® unless cancelled in writing, fourteen days prior to the renewal date which will be the final day of taking part in 'The HelpHub Project' by Design97®. These terms commence and are binding from the first day of service.  
  
c) This agreement may be terminated by Design97® or the Customer, in writing, fourteen days before the renewal date or with immediate effect if either party are in breach of this agreement.

Please continue reading over to Page 2

**CREATIVE AGENCY** | GRAPHIC DESIGN & COPYWRITING SERVICES



design97®

[www.design97.co.uk/helphubproject](http://www.design97.co.uk/helphubproject)

# Terms & Conditions

8. Dates quoted for the delivery of design and/or writing work by Design97® is subject to change. This could either be in the form of delivery sooner than expected or slightly later than expected. Late deliveries are very rare. In any event, time shall not be of the essence in the case of Design97® delivering design and/or writing work across to the client. Design97®, whilst making every effort to affect prompt delivery, will not be liable for loss or damage occasioned by delay in delivery, however these may be caused, and any delivery dates quoted are given subject to this condition and can change.
9. a) All design and/or written work that has been created by Design97® for the client's purposes will always remain under the sole ownership and property of Design97®. A release clause of ownership rights can be made by the client which would entitle them to transfer of ownership from Design97® to the client. If a release clause is met, clients will receive a certificate to verify and prove this and the designs will no longer be owned and the property of Design97®. An extra fee per design is required to meet the ownership release clause.
- b) Due to Design97® being the sole owner and property owner of each design made and/or written copy created for the client, the requirements set by Design97® must be met by the client in order to trigger consent from Design97®. The client must settle abide these requirements in order to receive permission and consent from Design97® to use the designs for either their personal, commercial or any other use. Please see sections 10 a), 10 b), 10 c), 10 d) for the specific requirements.
10. For any client who wishes to claim the 10 hours worth of services for free, the client must meet the following requirements seen in sections 10 a), 10 b), 10 c), 10 d)
- a) Before any design or written work commences, the client must pay a refundable deposit of £10.00 which will be returned at the end of the project. This deposit is purely for administrative purposes and 100% of the £10.00 deposit will be refunded upon project completion.
- b) Once the client receives the design and/or written work, the client must allow Design97® to include a short line of text within the specified design or writing service which presents Design97® with credit for the work they have created for the client. This short line of text will include the Design97® logo and brief contact information which may include one or more of their phone number, social media handles, email address or website.

[Please continue reading over to Page 3](#)

# Terms & Conditions

10. c) Once the client receives the design and/or written work, the client must mention and tag Design97® via their social media streams (if they have them). There must be an original post which mentions the work that Design97® has created for the client. Furthermore, any posts which directly include the design and/or written work created by Design97® for the client must mention and tag Design97® in the social media post(s).
- d) Once the project is complete, the client must write a review of Design97®'s services that were provided by Design97® to the client. This review can be done either publicly via Design97®'s Facebook or on Google listing. Alternatively, the client can submit the review via the Design97® website submission ([www.design97.co.uk/testimonials](http://www.design97.co.uk/testimonials)) or by emailing the review. All reviews will be added to the Design97® website.
11. Failure to provide Design97® with the requirements seen in sections 10a), 10b), 10c), 10d) will result in the client not having explicit permission or consent from Design97® to use the design and/or written work created by Design97® whether it be for either personal, commercial or any other use. Without this consent from Design97®, the client will then become in breach of infringement under the "Copyright, Designs and Patent Act 1988" and the "Intellectual Property Act 2014" infringement every time a design is used. The client may be subject action taken on behalf of Design97® via Trading Standards or Citizens Advice within the UK if this occurs. Continuous use of designs created by Design97® without payment and therefore consent / permission to use the designs may result in heavier action to be taken such as legal action or whatever action Design97® sees fit.
12. a) The client will receive 10 hours worth of service completely free of charge as mentioned in section 4. The client will be offered 3 options in which to split these 10 hours worth of service to help manage the workload expected throughout this project. The client will have a choice of 1 hour per week for 10 weeks or 2 hours per week for 5 weeks. The third option is to have all 10 hours used up in 1 week however, this will be subject to an extra non-refundable fee of £100.00.
- b) These split up hours may be subject to change with or without notice. This could include an increase or decrease in weekly hourly allowance to help accommodate workflow and ensure each client is getting fair, equal and appropriate timing. Furthermore, Design97® will do this in order to maintain the high-quality standards in their services.

Please continue reading over to Page 4

**CREATIVE AGENCY** | GRAPHIC DESIGN & COPYWRITING SERVICES



design97®

[www.design97.co.uk/helpubproject](http://www.design97.co.uk/helpubproject)

# Terms & Conditions

13. As previously mentioned in section 6, if a client exceeds their 10 hour free service quota, they will be charged the standard hourly rate for the extra time accrued over the 10 hour quota. In this case, the payment for the extra time accrued over the 10 hours free must be made in full within 14 days of the invoice issue unless other terms have been agreed by both Design97® and the client in which case, these terms agreed must be met. The invoice will be sent out to a client and the client is then responsible for payment in full and on time within the 14-day bracket. Credit terms may be withdrawn without notice or reason.
14. a) A late payment is a payment made after the 14-day period of grace to which the original invoice was issued. For example, an invoice sent on October 1<sup>st</sup> would be in date until October 14<sup>th</sup>, anything October 15<sup>th</sup> onwards would have to pay the additional late payment fee. Late payment will result in a client having to pay a late payment charge of £35 per week on top of the full invoice already due unless otherwise agreed between Design97® and the Client.  
  
b) Once a payment becomes 'late,' the client will receive an updated invoice with the late fee included within this invoice and will have 7 days to pay this new invoice with the late fee included. This can happen for a maximum of 10 weeks / 10 late periods – Maximum extra late fee of £350 (£35 per week for 10 weeks).  
  
c) If payment is not cleared after the original 14-day grace period in addition to the 10-week late period (a total of 12 weeks or 84 days). This will be deemed reasonable by Design97® to pursue this matter further and pass on details of the Client's debt (including the late payment charges) to the relevant Trading Standard or Citizens Advice agencies or in extreme cases seeking legal action. The Client may also incur any additional costs from the collection agency.
15. Prices may be changed by Design97® without prior notice.
16. For monies owing, Design97® reserve the right to withhold any services from the Customer until the debt has been recouped in total. A restriction of service will also apply. Also, in cases of breaches in infringement "Copyright, Designs and Patent Act 1988" and the "Intellectual Property Act 2014" Design97® reserve the right to stop the client from using designs which they may be seen to be using in the public domain.
17. The terms of this Agreement shall be governed by and construed in accordance with English law and UK Legislation and be subject to the non-exclusive jurisdiction of the Courts of England and Wales.
18. These terms and conditions must be agreed by the client who wants to claim 10 hours worth of free service(s) and therefore take part in 'The HelpHub' project by Design97®.