



design97®

CONTRACT FOR SERVICES

Design97® | Creative Agency



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'Contract For Services' | Design97®

Agreement: In this 'Contract For Services,' the offeror is Design97 and the offeree is the client.

This 'Contract For Services' is to verify the acquisition of Design97's graphic design services and/or Design97's copywriting services. This is an agreement between the owner of work/offeree (Design97) and the offeree (Client) that any graphic design and/or copywriting work that the client wishes to use for their personal, commercial or any other use will grant full payment therefore settling the full invoice due to Design97.

Design97 is offering graphic design services and/or copywriting services at an hourly rate charge of £35.00 per hour. A holding deposit of £50.00 per service will be required upfront before any work commences.

For every service requested, a holding deposit must be met. For example, if a client requests 3 services under one invoice, 3 deposits of £50.00 totalling £150.00 would be required upfront before work commences. This holding deposit is non-refundable unless in exceptional circumstances which may be agreed between Design97 and the client. Receipt of the holding deposit will be provided on the full invoice at the end of service(s).

Design97 (offeror) will remain the exclusive and sole owner of any graphic design work and/or copywriting work provided to the client (offeree). Due to this, the client will only receive explicit permission granted from Design97 once the full payment and settlement of the invoice has been completed. This is in accordance with the ownership laws surrounding content creation such as written work, artwork and design found in the "Copyright, Designs and Patent Act 1988" and the "Intellectual Property Act 2014." Once the invoice has been settled in full, the client will have full consent from Design97 to use the designs as part of their own personal, commercial and any other use to use at their own discretion. A statement of this will be issued once the full invoice has been settled.

Failure to pay and settle the full invoice at the end of the service(s) requested, whether it be for graphic design and/or copywriting services will mean the client will **NOT** have any explicit consent or permission from Design97 to use their graphic design and/or copywriting work for personal, commercial or any other use. Any client that fails to pay Design97 after the 'Contract For Services' has been signed for the service(s) requested and/or uses the graphic design and/or copywriting work created by Design97 for their own personal, commercial or any other use may be liable to legal action. Design97 will intend to initiate legal relations or use services such as UK Trading Standards, UK Citizens Advice or the UK Intellectual Property Office to collect payment and/or block the use of graphic design and/or copywriting work by the client.

This is in accordance with the "Copyright, Designs and Patent Act 1988" and the "Intellectual Property Act 2014."

For protection, Design97 will display watermarks across any graphic design and/or copywriting work produced for the clients during the development of their services. This watermark is there to ensure that work in development and/or work provided without the full invoice being settled cannot be used by the client. In cases whereby a client uses watermarked content, they may be liable to legal action.

Once the full invoice has been settled and payment for the requested services has been fully paid, Design97 will provide all the graphic design and/or copywriting work produced within that invoice settlement without the watermarks. This will mean that clients can then use this set of work with full permission granted from Design97.

In case of the client (offeree) wanting to acquire full ownership and exclusive rights to any of the graphic design work and/or copywriting work created by Design97 (offeror) for the purposes of the client, the client can meet a release clause. An additional fee will be required in order to trigger this release of ownership clause. The amount due to meet this release clause will be discussed and negotiated on a case by case basis. If this clause is met, ownership of the graphic design work and/or copywriting work will transfer from Design97 (offeror) to the Client (offeree) and as a result, Design97 will not be liable to use the client's design without explicit permission from the client. This would mean that the client would also have to grant permission for Design97 to edit any graphic design and/or written work which they own which can be done in any way the client sees fit. Please also note that if the client decides to meet this release clause and acquire ownership of the work, all source files will be provided. If the client wishes to acquire the source files without opting to acquire the ownership rights, this will require an additional fee on top of the amount for the services. This is also discussed and negotiated on a case by case basis. A Certificate of the transfer of ownership will be provided if the release clause is activated.

If any graphic design work and/or copywriting work owned by the Client is then requested to become heavily edited whereby the original content is not visible, this work will be classed as a new set of graphic design and/or copywriting work and Design97 will become the owner of this specific, newly edited set of work content. The Client will still own the design which they have bought the rights too however, they will **NOT** own the rights to the newly edited design.

Please also note, if the client fails to sign this 'Contract For Services,' Design97 holds the right to refuse to do the service(s) requested by the client as this document is for protection of both parties.

By signing this document, the client is agreeing to **ALL** the following:

- The client will provide payment of £50.00 per service to Design97 as part of the initial holding deposit. Work will commence once this has been received.
- The client will provide payment in full for the invoice issued for graphic design and/or copywriting work that has been requested and created by Design97. Whether it be at the end of service(s) request or after a cancellation mid-way through creation of a service.
- The client is providing clear, explicit and consensual permission to Design97 to use the clients content such as the logo, imagery, written work, data, research, trademarked content and any other form of media covered under the client's Intellectual Property Rights. This may include editing of content to suit the project brief. The client also agrees not to pursue any legal action against Design97 for using the content owned by client in order to produce the service(s) which the client is requesting.
- The client agrees that any graphic design and/or copywriting work created by Design97 for the client is exclusively owned by Design97 and can only use it for their personal, commercial or any other use once full settlement of invoices issued is completely and the client receives the permission from Design97 for use. This is in cases whereby the release clause for transfer of ownership is not met.

'Contract For Services' Declaration

The details and signatures below signify that both the offeror (Design97) and the offeree (Client) are both in explicit and clear agreement with the terms of this 'Contract For Services.' The client concurs with Design97 and they understand the 'Contract For Services' for any set of graphic design and/or copywriting work that Design97 creates for the client. They also agree that the appropriate action, potentially legal, may be taken in case of breaching this contractual agreement or in breach of Design97's rights in accordance with "Copyright, Designs and Patent Act 1988" and the "Intellectual Property Act 2014."

- I, the client/offeree fully agrees to the terms of this 'Contract For Services'
- I, the client / offeree fully agrees to the terms and conditions set by Design97®

Design97 / Offeror

Full Legal Name: Joshua James Powell

Signed: 

Company: Design97®

Role: Founder & Managing Director

Client / Offeree

Full Legal Name:

Signed:

Company/Organisation:

Role:

Date: / /

Payment Details

Design97® accepts the following forms of payment. *(Bank Transfer preferred).*

Bank Transfer | HSBC Bank

Sort Code: 40-47-26

Account No: 82757540

PayPal

contact@design97.co.uk

Cheque

Made payable to Design97

If you'd like to pay in cash, please get in touch.