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Terms & Conditions

(4 pages)

Michelle Lott is the Sole Trader of MooksGoo. MooksGoo is the company name.

The 'client' is the person or company for whom, or on whose behalf, the work is carried out.

A 'project' is each piece of work carried out by MooksGoo.

I, Michelle Lott, MooksGoo will always do the best to fulfil your needs and meet your expectations, but it's important to have things written down so that we both know what's what, who should do what and when, and what will happen if something goes wrong.

In this contract you won't find any complicated legal terms or long passages of unreadable text. What should be done is what's best for both parties. Of course it's a little more complicated, but it needn't be!

All work carried out by MooksGoo is on the understanding that the client has agreed to MooksGoo's terms and conditions.

You: You enter into this project on behalf of yourself, your company or your organisation or a representative thereof. You, the client and I, MooksGoo, mutually agree upon a schedule of works, a time period, price, and payment plan. The contract will require both parties to agree to any amendments.

MooksGoo: I aim to work in an efficient way and I have complete confidence in my skills and ability to deliver in a timely manor. I will respect you as the client, but I expect a similarly courteous and respectful approach from you, the client. You can trust that confidentiality is between us at all times.

Ownership

It is the clients responsibility to ensure that any graphic, phrase or text supplied by he/she is not subject to copyright. I will ensure the same is true if I use such item(s).

Then, when your final payment has cleared, ownership will be automatically assigned as follows:

Logo - after the full invoice amount has been received (and if necessary, cleared) the logo will be fully owned by the client.

You, the client, owns all elements of text, images and illustrations or any other material you provide, unless someone else owns them.

MooksGoo will own the unique combination of these elements which constitutes a complete design. I will also own (initial or continuous) ideas, roughs, visuals and any other original elements towards the final design. MooksGoo's style, and work, is to never be copied, reproduced, edited or used in forms other than for which it was originally intended without the written consent of me, Michelle Lott; MooksGoo. Transfer of the ownership can be specifically purchased. Keep respectful, keep me informed.

Source files

Raw design files including indd, psd, png, fla, ai or any other source files will not be released, unless previously discussed and there has been a separate fee. Access to finalised files will be invoiced accordingly. Fonts will not be included in the source files; unless you have a licence (see below), or it is a free font with commercial use.

Fonts

Font licensing is a very complicated procedure, however I will explain in some simple steps.

Generally, each font has one licence. A font licence is purchased for one person to use on one computer. You cannot share the font. If you wish to do so, the other parties involved will need to purchase a license.

Every font I use for a design will be licensed by myself: Michelle Lott, MooksGoo. If I design, for instance, a logo with a font that is licensed, that logo will still belong to you (after invoice has been settled) without a need for a licence. The same applies to any design I create for you, be it business cards, tee shirts or a website.

In order for you, the client, to edit, amend, or create a design yourself using this font, you will need to purchase a licence. You can do this by purchasing a desktop license from the foundry or reseller; please ask where you can purchase this and I will guide you.

Illustrated logo / Illustration

A logo is an identity for any business and is generally the starting point of your branding adventure. A quote will be provided before works will commence and together we will decide on a rough visual before the final design will be created. If the logo is to be illustrated, please understand that editing, or 'tweaking' the design is not a simple procedure; generally the logo, or illustrated piece, will have to be re-drawn.

It is really important that the final rough design is exactly what you expected. However you absolutely have the right to change your mind and apply said 'tweaks', but there may be an increase in the initial quote.

MooksGoo's Portfolio

I love to show off completed work and share what we've created. I will sometimes publish/display links/printed materials within my portfolio (printed or online), enter competitions, submit work(s) to magazines, enter galleries/exhibits or anything of the equivalent, and I retain the right to do so.

Designed by MooksGoo

Supporting small business' like MooksGoo is so wonderful (thank you) so I will put my name and/or logo inconspicuously on work(s) that I create for you unless stated otherwise.

If you would also like to show your friends and followers via social networking sites (or something of the equivalent) what we have created together, don't forget to mention my name (its MooksGoo / Michelle Lott if you had a slight brain block for a moment).

Meeting

Meeting you to discuss what your ideas and thoughts are is preferable. Although this is a business relationship, I always want to get to know you and your vision for this project(s). I will always guide you any way I can, and assist in bringing your ideas to life.

All ideas and visuals made to the client belong to MooksGoo. If the client uses those ideas and visuals without the consent of MooksGoo, or paying for the rights, an invoice will be sent for damages and copyright infringement.

Certain travel costings may be added to the clients invoice if deemed necessary. These will be discussed beforehand.

Quality

I am a pedantic perfectionist and I will only ever present workings when I am wholly satisfied with the result. I only ever source the highest quality of printers, sign makers, and production companies. If I receive finished materials (like business cards, for example) and they are not to my standard in quality, the dispute will be my responsibility with that company on your behalf. If this happens I will do my best to rush the process, but some projected deadlines might be missed because of it.

Visuals

I send proofs via email as a low resolution jpg/pdf. If you would like to print the files off to read/study them at a closer range it is up to you to print them out. These print outs are for a one-time use for you, the client, only. When finished analysing, the print out should be binned.

Samples

I have a lot of materials and samples in stock, however I might need to request a bespoke sample from an outside company. Doing this might delay deadlines.

Final Visuals

This will be sent via Email with the subject 'Final Visual' or 'Confirmation of Design'. Please triple check all attached files, check, and check again....and then once more for luck. After you have confirmed the 'go ahead' via email, I cannot be held responsible for any mistakes spotted, whether you or I are at fault. An increase of fee could be made to re-design, re-print or re-publish after the initial confirmation from you.

Visuals for websites

I can temporarily host your website online so you can see how it will look and feel. But don't worry, no one will be able to see it but you (or whoever you want to share the link with).

Alterations

I know from experience that fixed quotes and deadlines are rare (unless for printing). I don't want to limit your ability to change your mind or add anything new - that will never be a problem. But an hourly charge will be applied to your invoice after the inclusive 1 hours' worth of changes, unless stated otherwise.

There will be no charges to you, the client, for edits or changes if the errors are at fault of MooksGoo (before final design has been approved).

Printing

MooksGoo offers a full design and printing service, from initial ideas right through to production and fitting. If you have your own printers/production companies you prefer to use there will be a minimum fee of £50 to send the print-ready files to you. Please remember that this file is to be used for the intended purpose only and not to be printed/produced as/for any other product.

Re-ordering and changes

If, for instance, you request a re-order of business cards that have been designed on a previous date by MooksGoo, but you want to change the phone number, or position of the logo, a minimum of half an hour will be placed on the invoice.

If there are no changes, no additional fees will be added.

Pulling out

Sometimes, although rare, finalisation of a creation cannot be completed. If this does happen, all workings to date will be invoiced for, together with any losses and damages. All ideas, visuals and other creations supplied/produced by MooksGoo will remain in MooksGoo's property.

Payment

I'm sure you understand how important it is for a small business to receive invoice fees promptly. No printing or production can go ahead until payment is received in full, unless otherwise discussed. If you default your payment plan all work(s) will cease until payment is back on track, unless otherwise discussed.

Communication

Communicating is the most important part of this relationship. I will endeavour to always answer your emails/calls/texts straight away...well, as soon as I possibly can. To me, there is nothing worse than waiting a week for a reply from a professional company. Sometimes emails/calls/texts can go amiss in a busy life, but I will always send follow up communications if this happens. This may delay deadlines.

Confirmation of understanding these terms and conditions

To confirm you have read and understood these terms and conditions, you can do one (or all if you wish) of the following -

- Send a brief Email to confirm that you have read and understood these terms and conditions.
- Send a letter to MooksGoo. Please request address if so.
- A text message will also be acceptable if your Email is not working, for instance.
- You can visit to the Wonder Room (my office) and sign the terms and conditions in person.

No works will commence until you have confirmed that you have read and understood these terms and conditions.

Thank you for choosing to work with MooksGoo. **Let the creativity commence!**

Just to let you know....

Sometimes these terms and conditions will need a revamp with elements being added and/or taken away. If this happens I will be sure to send you a new copy if needed. Alternatively, you can enquire at any point to see if any changes have been made.