



## **Terms & Conditions**

The following Terms and Conditions of Service apply to all products and services provided by Heather Frew T/A Lucky Fig (hereinafter referred to as Lucky Fig) and in the event of any dispute are governed by the laws of France.

All work carried out by Lucky Fig is on the understanding that the client has agreed to our terms and conditions.

Copyright is retained by Lucky Fig on all design work including words, pictures, ideas, visuals and illustrations unless specifically released in writing and after all costs have been settled. If a choice of designs is presented and one is chosen for your project, only that solution is deemed to be given by us as fulfilling the contract. All other designs, sketches and ideas remain the property of Lucky Fig.

## **Project Acceptance**

At the time of proposal, Lucky Fig will provide the client with one or more written estimates or quotations by email. A return email with the clients choice of quote indicates acceptance.

## **Design Fees**

Lucky Fig determines design fees based on the size and complexity of the job, amongst other factors. The quote outlines the type of work to be carried out (scope of work), an estimated timeline, and how much it will cost. To provide an accurate quote, the client is responsible for clearly stating all requirements of the job.

A typical design quote includes research, concept development, design and revisions. Time is also allowed for general project management, administration, packaging and exporting files, proofing and presenting work.

## **Payment**

All work will be invoiced in EURO's unless otherwise agreed in advance.

On acceptance of a quote the client will be provided with an invoice and instructions on how to pay. Unless otherwise agreed in writing, all design services either require full payment upfront or an advance payment of a minimum of fifty (50) percent of the project quotation total before the work commences. If there is a remaining balance, this will be due upon completion of the work prior to release of materials.

All invoices must be paid no later than 7 days from issue. No work will begin until payment is cleared, and no work will be released until final payment is cleared. Any invoice queries must be submitted by email within 3 days of the invoice date.

## **Late Payment Fees**

Please contact me as soon as possible if you are unable to pay your invoice for any reason. Accounts which remain outstanding for 30 days after the date of invoice will incur late payment penalties from the day following the invoice due date. A fixed charge of 40 euros to cover recovery costs will be charged. Penalty fees will be in accordance with French law.

## **Cancellation**

Cancellation of projects may be made by email. If the client wishes to end the project for any reason, at any point, an 'end fee' will be applied. If the client has paid 50% up front this will be used as the end fee. If not, 50% of the project total will be due. All materials delivered to the client to date must be returned or destroyed. All designs, concepts, ideas, sketches, artwork and digital files prepared in connection with the project remain property and copyright of the designer. Depending on the stage of the project, the client may be invoiced for work completed over and above the end fee.

## **Scope of Work Amendments**

Additional services requested or required over and above the estimated time or scope will receive a new quote. Work on the new scope will only begin after full payment.

After initial design concepts have been presented, if the client wishes to alter the original scope of the project, including, but not limited to, name change, theme of business change, specifically requested illustration change, then such requests shall be deemed a new project and subject to current pricing schedules and terms and conditions laid out in this document. Previously paid fees and/or balances shall be applied as END FEES to the original project.

## **Files**

Lucky Fig will supply final files as detailed in the job scope or request (PDF, JPEG, PNG, SVG)

The release of design source files/working files is generally not included in design fees, including but not restricted to indd, psd and Ai files. If the Client requires these files for transfer to an in-house or other designer, they will be subject to a separate quotation or 'buy-out' fee.

Font files will never be provided by Lucky Fig due to licensing restrictions, however links will be provided for the client to purchase them directly where applicable.

## **Copyrights, Trademarks, Licensing**

By supplying text, images and other data to Lucky Fig, the client declares that it holds the appropriate copyright and/or trademark permissions.

Any artwork, images, or text supplied and/or designed by Lucky Fig on behalf of the client, will remain the property of Lucky Fig unless otherwise agreed in writing. Any licence for use of the copyright material granted to the client is solely for the project defined in the scope or request and not for any other purpose. With the exception of logos, any design, copywriting, drawing, idea, sketch or otherwise created for the client by Lucky Fig, or any of its contractors, is licensed for use by the client on a one-time only basis and may not be modified, re-used, or re-distributed in any way or form without the express written consent of Lucky Fig. For example, a leaflet design may be used only in this format, and not as a social media banner. Any designs intended to be sold by the client will have a specific license to do so.

For logo design – all rights transfer to the client upon full payment of dues.

## **Revisions**

Revisions in relation to logo or brand design are to be made following presentation of the initial concepts. This point will be clearly indicated in your timeline.

In general, two revisions are permitted to the CHOSEN concept unless otherwise agreed in our scope of work. Revisions include movement of elements, change of font (where it has not been customised to create a 'mark'), change of colour. Revisions are intended to be used for small design changes and do not include a full redesign, new concept, change of business name, industry, or anything that requires further research. Revisions to other materials is generally limited to one, unless otherwise agreed in our scope of work.

## **Communication**

In the course of the clients project, Lucky Fig will accept email communication. Turnaround response will be 72 hours. On the presentation of design concepts, a video walkthrough may be included.

Before the project begins, Lucky Fig will provide the client with an approximate timeline regarding presentation of concepts, revisions etc. Lucky Fig requests feedback be given in a timely manner (1-3 days). If the client fails to provide necessary feedback regarding any edits and/or requests for information within 10 days of a request, the project may be removed from our calendar and placed on hold. The client will be contacted 3 times before placing the project on hold. All invoices due and their terms will still be valid. If the client wishes to release their project from hold and restart it this will be subject to calendar availability and a new timeline.

If the client fails to communicate with Lucky Fig for a period of more than 30 days, their project will be cancelled, and any payment already made shall be applied as a END-FEE as outlined elsewhere in this document. No further edits, revisions, file transmission or online image storage will be undertaken by Lucky Fig after that date. Further activation of this

project will be subject to new project activation, project submission, deposits as outlined in our current pricing schedules.

## **Confidentiality**

The quote, proposal, brief questionnaire, preliminary design concepts, sketches, ideas or any other communication between Lucky Fig and the client is strictly confidential and must not be copied, forwarded or shown to anyone; in part or in whole; that is deemed by Lucky Fig to be a competitor. This generally includes other graphic design studios, advertising agencies, creative firms, freelance designers, web developers and printing companies that offer design services. This also includes sharing on a public platform such as Instagram or Facebook.

During the course of this Agreement, it may be necessary for the Client to share proprietary information, including trade secrets, industry knowledge, and other confidential information, to Lucky Fig in order to complete the design services and deliverables. Lucky Fig will not share any of this proprietary information at any time. This information also will not be used for his/her personal benefit at any time. This section remains in effect even after termination of the Agreement by its natural termination or the early termination by either party.

## **Design Project Duration**

Any indication given by Lucky Fig of a design project's duration is to be considered by the client to be an estimation. Lucky Fig cannot be held responsible for any project over-runs, whatever the cause. The client accepts that their project may be delayed significantly if they do not communicate or provide documents or information requested by Lucky Fig in order to complete their project.

## **Design Project Completion**

Lucky Fig considers the design project complete upon receipt of the client's acceptance email and/or final payment. Follow up support is not included unless agreed in writing as part of the scope of work. By approving a design after revisions, the client accepts they are happy with the final work.

## **Design Credits**

Lucky Fig retains the right to place designs, along with a link to the client's site on Lucky Fig's own website for demonstration purposes and to use any designs in its own publicity and portfolios.

## **Rights of Refusal**

Lucky Fig will not include in its designs, any text, images or other data which it deems to be immoral, offensive, obscene or illegal. All material must conform to all standards laid down by all relevant authorities. Lucky Fig reserves the right to refuse to include submitted material without giving reason.

## **Disclaimer**

Lucky Fig makes no warranties or guarantees of any kind for any and all products and/or services that it supplies. Lucky Fig will not be held responsible for any and all damages resulting from products and/or services it supplies.

Lucky Fig reserves the right to use the services of sub-contractors, agents and suppliers and any work, content, services and usage is bound by their Terms and Conditions.

Designs will be created to the best of our knowledge as original designs. We are not responsible for clearance searching and suggest you contact an IP lawyer if you are concerned.

The client understands that all sales are final and no refunds shall be issued by Lucky Fig with the exception of where the final artwork has technical issues. Lucky Fig reserves the right to first exercise resolving the technical issue that may include offline correction of final artwork. The client has 7 days after delivery of final files to check them.

## **General**

These Terms and Conditions supersede any previous Terms and Conditions distributed in any form. Lucky Fig reserves the right to change any rates and any of the Terms and Conditions at any time and without prior notice.