



CREATIVE DESIGNER

Creative Design Services

TERMS & CONDITIONS

- These terms & conditions apply to any work done for the Client by the Freelancer.
- The Client is under no obligation to offer the Freelancer work; neither is the Freelancer under any obligation to accept work offered by the Client.
- The Freelancer will provide service(s) as mutually agreed, confirmed in writing by the Client.
- The work will be carried out unsupervised at such times and places as determined by the Freelancer, using her/his own equipment.
- The Freelancer confirms that she/he is self-employed, is responsible for her/his own income tax and National Insurance contributions, and for paying VAT (where applicable) and will not claim benefits granted to the Client's employees.
- The Freelancer agrees to attend the Client's or other premises for necessary meetings, the time spent and agreed reasonable expenses incurred to be reimbursed by the Client.
- The Client will reimburse the Freelancer for agreed reasonable expenses over and above usual expenses incurred in the process of editorial work.
- The Client will pay the Freelancer a fee per hour for the job, plus VAT where applicable.
- The completed work will be delivered on or before the date agreed, for the agreed fee, which will be based on the description of the work required and the brief, both supplied by the Client.
- If, however, on receipt of the item to be worked on or at an early stage, it becomes apparent that significantly more work is required than had been anticipated in the preliminary discussion/brief, the Freelancer may add to the fee and/or the deadline on an hourly basis/rate.
- Similarly, if, during the term of the Freelancer's work, additional tasks are requested by the Client, the Freelancer may add to the fee and/or the deadline on an hourly basis/rate.
- If the project is lengthy, the Freelancer may invoice weekly for hours/work completed.
- If the Client requests work outside of the normal working hours stated by the Freelancer, these shall be billable at 25% more than the Freelancers standard hourly rate.
- Any content created by the Freelancer as part of the design/copy-editing/proofreading/project management process will become the copyright of the Client upon completion & only after full payment is received, unless otherwise agreed.
- If payment is not received in full, no use of the work completed to date is allowed by the Client/third party & if seen to do so, the Freelancer will issue an immediate cease and desist letter to the relevant parties.
- The nature and content of the work will be kept confidential and not made known to anyone other than the Client and its contractors without prior written permission.
- The Freelancer guarantees that any work that she/he subcontracts on behalf of the Client will be completed to the same standard, schedule and budget and with the same conditions of confidentiality.
- The Freelancer has the right to use any work created as part of his/her portfolio or promotional work.
- Unless agreed otherwise at the outset, payment will be made within 10 days of receipt of the Freelancer's invoice (NET10 basis), according to the Late Payment of Commercial Debts (Interest) Act 1998.



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- The Freelancer understands and will exercise their statutory right to interest and compensation for debt recovery costs under the late payment legislation if they are not paid according to agreed credit terms.
- If payment is not made within 10 days, the Freelancer will add interest weekly to the outstanding invoice. Interest is payable at 8 per cent over Bank of England base rate.
- If payment is more than 30 days late, the Freelancer will enact the Late Payment of Commercial Debt (Interest) Act (1988), which will add a fixed penalty to the outstanding invoice in addition to interest. For debt of less than £1000 the penalty is £40, rising to £70 for debts up to £9,999.99 and £100 above that.
- If the Client has accrued more than 4 unpaid invoices, the Freelancer has the right to cease work or refuse further work until the debt has been paid in full.
- Under the terms of the Data Protection Act 1998, the Client and the Freelancer may keep on record such information (e.g. contact details) as is necessary. Either may view the other's records to ensure that they are relevant, correct and up to date.
- Either the Client or the Freelancer has the right to terminate a contract for services if there is a serious breach of its terms.
- If the Freelancer has made a substantial contribution to the design/copy-editing/proofreading/project management of the work, she/he will be entitled to receive one free copy of the work.
- The Freelancer may use the Client's name in her/his portfolio or promotional material.
- This agreement is subject to the laws of England and Wales and both Freelancer and Client agree to submit to the jurisdiction of the English and Welsh courts.

Full payment information is supplied on every invoice.

Invoices will be sent weekly, on a Friday & are on a NET10 payment basis.

Working hours are Monday – Friday, 9am til 5pm (London GMT)