

# **Design Services Terms & Condtions**

Updated 26.02.2025

#### 1. Introduction

These Terms and Conditions ("Agreement") govern the provision of graphic design services by YOONY.N Ltd , a company registered in England and Wales with its principal place of business at 40-41 Foregate St, Worcester, WR11EE ("we", "us", or "our"), to the client ("Client", "you", or "your").

#### 2. Services

YOONY.N Ltd will provide graphic design services as outlined in a mutually agreed project brief, proposal, or quotation. Any services outside this scope may incur additional charges.

# 3. Quotations and Payment

- All quotations are valid for 30 days.
- A non-refundable deposit of 50% is required before work begins.
- The remaining balance is payable upon completion and prior to the delivery of final files.
- All payments must be made via bank transfer only.
- Invoices must be paid within 7 days of the invoice date.
- A £30 charge will apply for each letter, email, or phone call made to chase overdue payments.
- All fees are non-refundable unless otherwise stated.

# 4. Late Payment

- A £30 charge will apply for each letter, email, or phone call made to chase overdue payments.
- We reserve the right to withhold or delay deliverables until full payment has been received.

#### 5. Minimum Charge and Billing Increments

- We charge a minimum of 30 minutes per job.
- Time is billed in 30-minute increments thereafter.

#### 6. Revisions

- Each project includes up to [Insert Number] rounds of revisions.
- Requests beyond this scope or after final sign-off will be billed as additional work.

# 7. Project Sign-Off

Once the Client formally signs off a project — in writing or via email — any further amendments or changes requested thereafter will be chargeable.

# 8. Client Responsibilities

- The Client must provide a clear and comprehensive written brief for each job.
- Any aspects not included in the original brief but later requested will incur additional billable time.
- The Client is required to supply all logos in vector format (.ai or .eps). If not, we reserve the right to charge for redrawing them.

## 9. Intellectual Property

- Upon full payment, the Client will receive a nonexclusive, non-transferable license to use the final design for the intended purpose.
- We retain ownership of all unused concepts, drafts, and preliminary works.

- We reserve the right to showcase final work in our portfolio and promotional materials unless otherwise agreed.
- Editable/source files (e.g., .AI, .PSD) will only be provided if agreed in advance and may incur an additional fee.

## 10. Third-Party Assets

The Client is responsible for ensuring that any third-party content (e.g., fonts, images) they provide is properly licensed. We will not be held liable for any copyright or licensing issues related to client-supplied assets.

#### 11. Confidentiality

Both parties agree to keep all confidential or proprietary information private and not disclose it to any third party without prior written consent.

# 12. Limitation of Liability

- YOONY.N Ltd shall not be liable for:
- · Any indirect, incidental, or consequential damages;
- Any losses arising from inaccurate or incomplete client information;
- Delays caused by the Client's failure to provide content, instructions, or approvals on time.

#### 13. Termination

- Either party may terminate this Agreement with seven (7) days' written notice.
- If terminated, all work completed up to the termination date will be invoiced and payable immediately.
- Deposits are non-refundable.

## 14. Force Majeure

We will not be held liable for any delay or failure to perform due to circumstances beyond our control, such as natural disasters, acts of government, internet outages, or other force majeure events.

## 15. Changes to Terms and Conditions

YOONY.N Ltd reserves the right to amend, update, or modify these Terms and Conditions at any time. In the event of such changes, we will provide the Client with at least 28 days' notice by email before the changes take effect.

Continued use of our services after the notice period will be deemed as acceptance of the revised Terms and Conditions. If the Client does not agree to the changes, they have the right to terminate their agreement in accordance with the existing terms before the amendments take effect.

## 16. Acknowledgement and Acceptance

By signing a sales order, agreeing to a quotation, or providing written confirmation (including via email) to proceed with any work or maintenance, the Client acknowledges that they have read, understood, and agreed to these Terms and Conditions.

## 17. Governing Law

This Agreement is governed by the laws of England and Wales. Any disputes will be subject to the exclusive jurisdiction of the courts of England and Wales.