

GENERAL TERMS

Client - that's you.

Designer - that's me.

Securing your booking with payment

- A specified partial payment, as detailed in the initial agreement, is a requisite component of the financial arrangement.
- All partial payments stipulated in the initial agreement are non-refundable.
- Confirmation and scheduling of the booking in my diary are contingent upon the receipt of the specified partial payment.
- The partial payment shall be deducted from the final total upon the completion of the work, prior to delivery or collection.
- Should the design fee be remitted in full, it is deemed non-refundable.
- The act of making the partial payment signifies the client's acceptance and adherence to the terms and conditions outlined by Boards By Jess.

Scope of the Work

- The scope of work will be outlined in the initial project proposal or agreement.
- Any additional work beyond the agreed scope may incur additional charges, subject to mutual agreement.

Communication

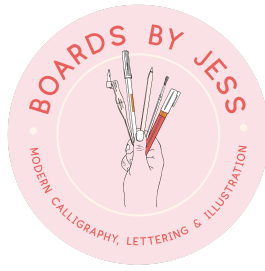
- Open and clear communication is key throughout the design process.
- Regular updates will be provided via email and any questions and concerns will be liaised via email.

Providing Information for Design

- The client acknowledges and agrees that they are solely responsible for providing accurate and error-free information and content to the designer for the creation of the design.
- The designer shall not be held responsible for any spelling errors, inaccuracies, or omissions in the design resulting from the client-supplied information.
- The client assumes full liability for the correctness and completeness of the content provided, and the designer shall not be held accountable for any discrepancies or issues arising from inaccuracies in the information supplied by the client.

Design Mock Up & Revisions

- As per the terms outlined in the initial agreement, the designer shall provide a design mock-up within the agreed scope.
- The number of permissible amendments to the initial mock-up will be explicitly detailed in the agreement. Any additional revisions beyond the specified limit will incur an additional charge, the details of which will also be clearly defined in the agreement.
- It is imperative that the client approves the design mock-up before the commencement of the project. The approval serves as confirmation and signifies the client's satisfaction with the proposed design direction.
- Failure to provide timely approval may result in delays and could impact the project timeline.



Additional Costs

- The Project pricing includes Designer's fee only.
- Any and all outside costs including, but not limited to, equipment rental, photographer's costs and fees, photography and/or artwork licences, prototype production costs, talent fees.
- Additional costs may be outlined in the initial agreement if there are extra materials required.

Materials

- The designer does not accommodate the use of timber/wood supplied by clients for the agreed-upon project. All wood required for projects will be sourced and provided by the designer, with an associated supplementary cost for the design service.
- Chalkboards recently purchased by clients may be considered for design, provided there is evidence of their recent acquisition. However, chalkboards displaying any signs of dampness, mold, or damage will be declined for the design process.
- Upon approval of the project, the designer holds no liability for any subsequent material or wood damage. It is the client's responsibility to ensure the integrity and condition of the materials used in the project once approval has been granted.

Approving the Artwork

- Upon client approval of the artist's work, the client shall be deemed to have accepted the deliverables in their current state, and consequently, the client assumes full responsibility for any subsequent modifications, alterations, or consequences thereof. The artist shall be absolved of any further obligations, liabilities, or responsibilities related to the approved work.

Postage

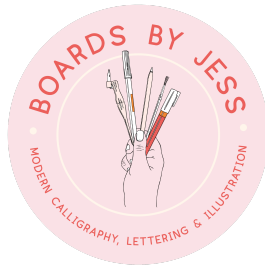
- I will ensure careful packaging of your items prior to shipping; however, once the items have been dispatched, Boards By Jess relinquishes responsibility for their safety in the event of delays or loss.
- All items will be shipped using a tracked service, and the tracking number can be furnished upon request.

Collection

- If collection has been agreed, the items must be collected at the scheduled date and time.
- Should the client anticipate any difficulty in meeting your collection time, kindly provide a minimum of 24 hours' notice.
- Given the occurrence of multiple collections during peak periods, please inform me promptly if you anticipate any delay, ensuring that preparations are in place for your allocated collection time slot.
- While I prefer collections within my standard working hours on Monday to Friday, if this poses challenges, kindly communicate your constraints, and we can coordinate an appropriate alternative time.

Invoices

- All invoices are payable in British pounds within 14 calendar days of receipt.
- Bank transfers are preferable but other forms of payment can be discussed.
- All grants of licence or transfer of ownership are subject to the receipt of payment in full inclusive of any outstanding additional costs, taxes, expenses and fees.



Late Fees

- In the event that the client fails to remit payment in accordance with the agreed-upon terms as outlined in the invoice, a late fee shall be incurred.
- The late fee will be calculated as a percentage of the outstanding amount.
- This late fee is intended to compensate for the additional administrative and financial burden incurred due to the delayed payment.
- The client acknowledges and agrees to the imposition of late fees for overdue invoices, as a deterrent measure and to ensure timely settlement of financial obligations.
- In the event of non-payment by the client, and should reasonable attempts to resolve the matter amicably prove unsuccessful, the designer reserves the right to seek legal advice and pursue appropriate legal actions to recover the outstanding fees. Legal fees and associated costs incurred in the pursuit of overdue payments will be the responsibility of the client.

Accreditation

- The Designer reserves the right to reproduce, publish and display any deliverables in the Designer's portfolio once the project is complete.

Confidentiality

- As part of the branding process the Designer may be privy to personal and / or commercially sensitive information. Such information is always kept private and confidential.

Early Termination

- Though rare, sometimes circumstances may dictate the project is terminated early by both or either parties. If *you* wish to terminate the project early please notify the Designer in writing. You will be liable for the cost of all work, including any additional expenses incurred as part of the project, up to the date of termination.
- You will not have the rights to use any deliverables except upon written consent from the Designer provided after termination.
- If the *Designer* wishes to terminate the project early they will notify you in writing. Where appropriate the Designer will provide usable work product and/or deliverables to you or refund any payment made in excess of the work undertaken up to the date of termination.

Limitation of Liability

- The services and the work product of Designer are sold "as is." In all circumstances, the maximum liability of Designer, its directors, officers, employees, design agents and affiliates ("designer parties"), to Client for damages for any and all causes whatsoever, and Client's maximum remedy, regardless of the form of action, whether in contract, tort or otherwise, shall be limited to the net profit of Designer.
- In no event shall Designer be liable for any lost data or content, lost profits, business interruption or for any indirect, incidental, special, consequential, exemplary or punitive damages arising out of or relating to the materials or the services provided by Designer, even if Designer has been advised of the possibility of such damages, and notwithstanding the failure of essential purpose of any limited remedy.