



Terms & Conditions

Kayla Joy

ILLUSTRATION & DESIGN

ARTIST

ILLUSTRATOR

DESIGNER

Definitions

"Designer" refers to Kayla Garrett.

"Client" refers to person or company that engages Kayla Garrett for design materials

"Work" or "Project" refers to the job assigned to the designer by the client

"Agreement" refers to these terms and the written agreement that will be agreed and signed upon prior to work commencement

Work

The Designer agrees to produce project materials at the request of the client for fees agreed upon in advance and delivery of the work by an agreed deadline. Kayla Garrett agrees that she will be the sole author of the work, which will be original work and to the best of her knowledge free of plagiarism. If any assets that have been previously created are used, she will have obtained the right to use them on an unlimited basis.

Confidentiality

Kayla Garrett acknowledges that she may receive or have access to information which relates to the Client's past, present, or future products, and other proprietary information. She agrees to protect the confidentiality of the Client's proprietary information and all physical forms thereof, whether disclosed to the Designer before this Agreement is signed or afterward.



Brand Naming

The Client takes full responsibility for ensuring that the company/product/name is legally free/available before work is started. Should any legal issue arise with the naming after the project has been completed, no refunds are possible, neither is the Designer legally responsible for any problems thus arising. The Client must ensure that the intended name is free and legally safe to use before committing to a logo project.

Project name changes during a project are challenging to implement, potentially costly and can result in significant delays. If a change of name is required mid-way during a project, and significant logo exploration work has already been presented, the Designer has the right to recalculate the total cost of the project, to allow for the reworking involved.

The Client must accept responsibility of due diligence to ensure that the name they are using has been: subject to appropriate checks, is not in use by someone else, and/or infringes on any other registered trademark, business name etc.



Payment and Compensation

The Client agrees to pay the Designer 50% of the total agreed project on commencement of work, and the remaining 50% is to be paid before any workable files are delivered. If the parameters of the work change, or if it involves more time than estimated, the Designer will inform the Client and they can renegotiate the work's cost. The Designer is responsible for the payment GST with respect to the services she performs for the Client as an independent contractor. The Client will not treat the Designer as an employee for any purpose.

Quotations

A quotation provided by the Designer is an estimate generated by the initial parameters of the project outlined by the Client. The total cost of the project may be subject to change at the discretion of the Designer. Any additional changes to the project after a quotation has been provided will result in an altered project cost.

All turnaround time quotations are estimates and are based on the time of the quotations. These estimates are not guaranteed and are subject to change at any time.

Project Information and Timeframe

Kayla Garrett agrees to complete the required work in a reasonable and timely manner. Commencement of the Work will only begin once a written agreement has been signed and the 50% deposit has been paid.

All concepts, ideas and strategies must be discussed and communicated between the Designer and Client prior to the commencement date outlined in the written agreement. This will be outlined to any prior meetings or discussions and agreed upon in writing.

The Designer agrees to meet each deadline that's set, however a delay in feedback may result in a delay in the project timeframe. The Client agrees to respond within two business days in writing via email in regards to feedback on the project. If the Client takes more than five business days to respond, a redefinition of the project timeframe will be required, as defined by the Designer.

Any additional Work that is required by the Client following this agreement will be discussed and agreed upon by both parties. This additional work will be charged as an upfront fee and the Client agrees to pay this prior to any work being produced. The Designer agrees that all clauses outlined in these terms and in the written agreement will apply to the newly added work within the project. The Client also agrees to these terms and the written agreement in regards to the additional work.

Client Approval

The Client is held responsible for approving all work and ensuring accuracy and suitability in writing via email prior to any production going ahead. This includes, but is not limited to; design, spelling, grammar, illustrations, images, and quantities. It is the responsibility for the Client to request a revision if required.

Upon acceptance of the work, the Client accepts responsibility for any further processes in which this work is used (e.g. printing). The Designer is not responsible for any errors that may occur to this work or projects related to this work after artwork acceptance of the work by the Client.

The Client's final acceptance of the work will be what is submitted for printing or web and design construction. There will be no reprints or web development at the expense of the Designer.

Project Suspension and Revisions

Both parties understand that the Client or Designer may terminate the project at any time if, for any reason, the relationship is deemed unsatisfactory by either party. Upon written cancellation via email, the Client is responsible for payment of any expenses incurred and any work done towards the project based on the percentage of the project completed that is determined by the Designer. Should the Client cancel the project following its completion, the Client is responsible for full payment as per the agreed upon amount. In the event of cancellation, Kayla Garrett retains ownership of all copyrights and original artwork created.

If Kayla Garrett falls ill, or is unable to complete the project due to unforeseen circumstances, a portion of the overall budget will be returned. If any work so far completed can be used for another designer to pick up, a percentage will be refunded based on work completed or any other reasonable suggestion will be considered. Any works that have not been paid for by the Client will remain the ownership of Kayla Garrett. If the Client would like the Designer to continue with the work once she is able to, all works will remain the property of the Designer until the project is completed.

Should the Client require any revisions of any work produced, the Designer will determine the extent of accepted revisions. If there are only minor changes required, these may be completed at no cost to the Client. Should the Client demonstrate an inability to move forward with the project after a reasonable amount of revisions have been completed, or if a complete redesign of the work is required, an additional charge for revisions will be issued.

Copyright

It is important to note that Copyright is different from a Trademark, or Registered Trademark. The written agreement that is provided to a Client prior to work commencement does not provide any Trademark ownership or protection. If the Client requires any of the designs to be registered as a Trademark, they must seek proper legal advice.

The Client must not use any of the designs or ideas presented by the Designer prior to full payment of the project. If full payment is not received as outlined in the written agreement, all designs and concepts will remain the property of Kayla Garrett until payment is received. Once the Designer has completed the work and the Client has paid the fees in full, the copyright of the work will be transferred to the Client.

This transfer of copyright applies only to the finalised concepts and designs. This does not give the Client permission to use, modify, alter, replicate, or borrow any of the previous and unused logo ideas, concepts, sketches, etc. previously shown and presented during the project.

All original preparation materials, sketches, visuals, and unused ideas previously shown and considered will remain the property of the Designer, who is free to use these unused ideas for future conceptual and client work. Where a previously unused idea or design retains a similar look and style to the finished logo, the Designer shall repurpose and restyle this to be sufficiently different so as not to cause conflict.

Kayla Garrett reserves the right to showcase the finished logo and associated designs in her portfolio, and in any number of online galleries and portfolio, as well as in printed literature, including but not limited to books and magazines.

Final Words

If the Client or Designer is at any stage throughout the project unhappy with its progress, it must be discussed with the other party. It is crucial that both parties are clear about the aims, objectives, and project goals prior to commencing. Prior to signing the written agreement, any thoughts or concerns regarding these terms or the project details by either party must be expressed.