



1. Definitions

- Graphic Designer:** Steve Davis of giantJELLYFISH graphic design.
The Client: You or your company or any other person you authorise.
The Work: The subject matter carried out by the Graphic Designer for The Client.

2. Estimation/Quotation and DownPayment.

- a. **Estimation/Quotation:** A negotiable estimation/quotation of the work to be undertaken will be given to the client.
b. **Acceptance:** Upon acceptance of the estimation/quotation, a client signature of authorisation (or authorising email) will suffice in ordering work from the designer.
c. **Downpayment:** The designer will begin work following receipt of a DownPayment of 25% of the overall total of the work to be undertaken or at another agreed time.

3. Materials supplied by the client

- a. **Materials:** If materials are supplied or specified (e.g. photographs or text, etc.), the designer will take every care to produce the best results, but responsibility will not be accepted for imperfect work caused by defects in or unsuitability of them (e.g. spelling errors or unsuitable, low resolution or undersized images).
b. **Suitability:** The designer may reject any materials supplied or specified by the client which appear to him to be unsuitable. Additional costs will be incurred if materials are found to be unsuitable during work and may be charged for (*except in the case that this charge could have been avoided but for unreasonable delay by the designer in ascertaining the unsuitability of the materials*).
c. **Property:** All property/materials supplied to the designer by (or on behalf of) the client shall (while in the possession of the designer or in transit to or from the client) be deemed to be at client's risk unless otherwise agreed and the client should insure accordingly.

4. Proofs/Drafts

- a. **Work carried out:** All work (experimentally or otherwise) carried out at the client's request will be chargeable.
b. **Proofs/Drafts:** These will be submitted for the client's approval at agreed times (generally 3 drafts, initial, working and finished). Client's alterations and proofing or style changes will be carried out.

5. Variations

- a. **Price Variation:** Price estimates supplied to the client are (unless otherwise agreed) valid for 30 days from issue.
b. **Time Variation:** If (for reasons beyond the designers control) the client's materials or services are unavailable or for reasons beyond either parties' control (including clause 6c below) the designer shall inform the client of a variation in the agreed time framework or vice-versa. If there is a delay in transit of work (or late receipt of work not caused by the designer), the designer shall not be liable for any loss to the client arising from it.
c. **Work Variation:** Any additional design, work or alterations, other than that in the original agreement will be charged as extra work. Changes of design, style, type or layout beyond 3 drafts (or if the client changes their mind according to the scope or requirements of the work) shall be charged as extra work on an hourly basis (or the contract will be renegotiated). If the designer chooses not to continue (or if the client chooses not to accept these changes), the designer will be entitled to be paid to that point and will supply all work to that point.

6. Delivery and Payment

- a. **Completion/Delivery:** All agreed work shall be supplied at the agreed time (or earlier on notification that the work has been completed).
b. **Checking/Acceptance:** It is the client's responsibility to check supplied work for errors, the client's signature (or email authorisation) shall be taken to be final authorisation and conclusive evidence that the client has checked the work for content and accuracy and that it meets their specification. The designer does not assume responsibility or incur liability for errors of style, spelling, legibility (or

otherwise) from client supplied material.

- c. **Payment:** Upon acceptance, the balance of 75% of the total shall become due and payable within 30 days of the date of invoice.
d. **Tax and VAT:** All prices are excluding VAT and VAT (currently 15.5%) will be added at the time of invoice. Should the client wish to deduct tax at source (Nikui Mas BeMakor) then the designer will issue official certification of the amount needed to be deducted.
e. **Suspension:** Should work be suspended or delayed by the client for longer than 30 days the designer shall be entitled to payment for work already carried out, materials specially ordered and any other additional costs.
f. **Termination:** If the client wishes to terminate a project prior to its completion (not because of unsuitable work) the client will be charged for work already carried out and, in addition, a rejection fee charged at 10% of the total value of that project.
g. **Insolvency:** If the client is unable to pay his debts (or has ceased to do so), the designer (without prejudice to other remedies) shall have the right to stop working on the the contract and be entitled to charge for work already carried out (whether completed or not) with an invoice that will be immediately payable.
h. **Late payment:** Invoices not paid within 30 days of the date of invoice shall be subject to an interest charge at a rate of 5% per month or part thereof that the invoice remains outstanding.
i. **Unpaid Invoices:** If, after 45 days the invoice remains unpaid, the designer will be entitled to dispose of any client goods/property that remain with him in such a manner or at such a price as he thinks fit and to apply the proceeds towards such debts. The designer also reserves the right to sue for the outstanding unpaid invoice in a Court of Law.

7. Copyright/Ownership

- a. **Copyright** [and/or artwork and other work] created by the designer for the client and all intellectual property created by the designer for the client shall remain with the designer until payment is received in full.
b. Upon payment by the client of all sums due to the designer, the designer will assign such copyright and intellectual property to the client and [if needed] produce a document to prove this.
c. The client shall not be entitled to pledge or promise the work of the designer to a third party before it is completed and payment is made in full.

8. Terms

- a. These terms may not be altered or waived unless in writing and authorised by the designer.
b. These terms and conditions together with any estimate/quotation or invoice issued by the designer shall constitute the entire contract between the designer and client.
c. The various provisions of these terms are severable: If any provision is held to be unenforceable or invalid by a Court of Law, it will not affect the remaining provisions.

9. Force majeure

The designer shall be under no liability if he is unable to carry out any provision of the contract for any reason beyond his control including (but not limited to):

- a. Act of God, legislation, war, riot, fire, flood, drought, failure of power supply, failure of equipment, theft of equipment, lock-out, strike or other action taken by employees in contemplation or furtherance of a dispute or owing to any inability to procure materials required for the performance of the contract.
b. Should the above continue for 7 days affecting the continuance of the work, the client or designer may terminate the contract in writing but the client will have to pay for work done and any materials used to that point.
c. If the work continues - the previous conditions of these terms shall apply and the client shall accept delivery at a new agreed time.

10. Law

These terms and conditions shall be governed and construed in accordance with the laws of The State of Israel.