



Design Services Contract

Timeline

The Designer, upon starting the project, shall aim to complete the project within 4 weeks, unless an alternative date has been agreed upon with the Client. In the instance of any delays, the Designer will notify the Client as soon as reasonably possible and confirm a new expected date of completion.

The provided timeline is an approximate timeline for when I anticipate the project will reach completion. Please understand that these timelines are not meant to pressure or rush the process, they serve more as a reference point rather than a strict deadline.

Payment Policy

Payment Amount

Client shall pay Designer for the services performed under this contract, the payment policy for the project is:

- A non-refundable down payment of 50% of the total project cost upon signing this contract.
- The remaining 50% shall be paid in full before the delivery of the final design materials.

Payment Method

Payments shall be made via Paypal invoice or VGen only.

Commercial Fees

Commercial use will cost an additional % of the original cost of the project and can be purchased following the completion of the project.

Ownership and Rights

Transfer of Rights

Upon full payment of the compensation set forth in this contract, Client shall be the exclusive owner of all intellectual property rights, including but not limited to copyrights and trademarks, in and to the work product produced by Designer in connection with this contract. All sketches designed during this project, which are not used by the Client, will remain the property of the Designer.

The Client will be expected to appropriately credit the Designer where reasonable for the work that was undertaken. For example, in social media bio for a profile picture, or in the credits section of a Twitch account for Stream Assets. All work will come with a watermark unless commercial rights have been purchased (please see payment policy)

Trademark Infringements

The Designer shall not be held responsible for any costs or legal liabilities arising from trademark infringements or other intellectual property issues related to the design materials after full payment has been made.

Portfolio Usage

The Designer is granted the right to use the completed design materials for portfolio and self-promotion purposes.

Revisions and Feedback

The Client agrees to provide timely feedback and request revisions, if necessary, within 3 days of receiving deliverables (unless mitigated circumstances arise). The Designer will provide 3 major revisions prior to the shading and rendering part of the design process. In the event that further major revisions become necessary beyond what was initially agreed upon, each additional round of revisions will incur an additional fee of £10 per round. These charges will be included in an additional final invoice if required.

Confidentiality

Client and Designer agree to maintain the confidentiality of any proprietary or sensitive information shared during the project.

Cancellation

Client or Designer may terminate this contract with written notice if the other Party breaches any material term or condition. In the event of termination in this instance, the Client shall pay for any work completed up to that Point unless a waiver is agreed.

If the Client decides to cancel the project after ideas and proposals have been submitted and a breach has not occurred, refunds for any previous payments made will not be provided.

Cancellation

In the event that the Designer becomes incapacitated or unable to continue the project due to unexpected and uncontrollable circumstances (e.g., acts of nature, illness, or other emergencies), a portion of the total project budget may be reimbursed. In most cases, a full refund will be issued. If the work completed thus far can be utilised by another designer to continue the project, a refund percentage will be determined based on the work completed. Alternatively, any reasonable suggestions for handling the situation will be taken into consideration.

Project Suspension

Should the project need to be suspended for any reason, the Client and Designer shall discuss the terms and conditions for resuming the project at a later date.

AI and NFTs

This work is not permitted to be used in the training of Artificial Intelligence or to be sold or used in an NFT Capacity. Breaches in this section will lead to legal action being taken against the Client, and they will be blacklisted from any future work with the Designer.