

Big Picture Creative

Terms & Conditions

By requesting work to begin or giving go ahead on a project (either verbally or via email/text/other) both you (referred to as The Client) and Big Picture Creative agree to the terms and conditions provided below.

Estimates

Unless previously agreed to proceed based on hourly rate charge or ongoing monthly subscription - projects will be given a written quote of the cost in advance of the project commencing. The quote will be an **estimate** based on how much time we expect to spend on the project. It will also include the expected cost of bought-in and/or subcontracted goods and services.

Estimates will be valid for 30 days unless otherwise specified. Unless we have agreed a fixed fee in advance, our work will be charged out on an hourly/daily/monthly basis.

The final cost of a project will sometimes vary from the original quote supplied for a variety of reasons including;

- Changes made by the client to the expectations of the project that we deem to be significantly different from the original agreement.
- The client delaying, defaulting, or otherwise significantly disrupting the project and its agreed timescales.
- Unexpected increases in our overheads or expenses.
- Circumstances occurring that are not reasonably within our control.
- We will advise you in writing if this occurs before charging further costs.
- In connection with your project, we will charge you for any materials and services we buy in from outside suppliers.

Work:

Big Picture Creative agrees to produce work requested by The Client once agreement on price/timings have been reached. Work will begin once either a. relevant assets/content are supplied in the required form from The Client to allow the deadline to be met or b. once scope is included in the budget/timeline for these to be recreated (unless otherwise agreed by both parties).

Please note: If queries arise and continuing the work relies on an answer, and they are raised by Big Picture Creative but not addressed by The Client in a timely manner, this may lead to a delay in delivery date for the work. Big Picture Creative endeavour to keep you updated in such situations at the earliest possibility.

Work will be deemed completed (and invoiced for) once both parties are happy with the outcome and approval has been reached (please see Amends & Client Approval below).

If you supply us with any work to incorporate into a design or in connection with the project, we will require in writing confirmation that;

- you already own the copyright and all other rights in the work or
- you have the necessary license or other legal permission to use and reproduce it and
- our use of it will not infringe any third party rights

If you do not comply with these obligations, you accept that you will compensate us for any claims, damages, legal action or expenses we face as a result.

You must not alter or modify any of our designs or other work without our agreement. If you have our agreement, the changes must be made by us or under our supervision, at an hourly rate agreed between us.

All copyright and other intellectual property rights in connection with our work on clients' projects, belong to us alone unless otherwise agreed.

Sub-contractors:

We are entitled to sub-contract any of the work to be carried out on your project.

Cancellation/Change(s) to Brief:

If at any point you (The Client) decide to change the direction of the project, start again, cancel or move it in a different direction payment will be due for any work carried out to that point by Big Picture Creative, plus any new work required by the changes made. For monthly subscription plans one month notice in writing is required for cancellation of your plan.

Both parties understand that The Client or Big Picture Creative may terminate the service at any time if, for any reason, the relationship is deemed unsatisfactory by either party. If you break any of your obligations under this agreement, or if you substantially change or call a halt to a project while it is still in progress.

Upon any form of cancellation (including placing a project on hold indefinitely, at any stage) The Client is responsible for payment for all expenses incurred and any work done towards the completion of the project based on the percentage of the project completed that is determined by Big Picture Creative plus any expenses incurred. Should The Client cancel the project following its completion, The Client is responsible for full payment as per the agreed upon estimate plus all expenses incurred. In the event of any form of cancellation, Big Picture Creative retains ownership of all copyrights and original work created. If you call a halt to a project before it is finished, you have no copyright licence or similar rights in the work we have done so far. Nor can you make use of our work or exploit it in any way.

Deadlines:

Subject to all required & requested information/content etc being provided at the point of agreement to proceed on work, Big Picture Creative will provide the requested work in the required format on or before the required deadline. If extenuating circumstances occur (e.g. sickness) Big Picture Creative will notify the client of any potential delays as soon as possible.

Delivery:

Files will be supplied in a suitable format as required to meet the brief, usually this will be pdf for print files, or eps/jpeg for logo files. If the file format and email size limits allow, these will be provided via email - however occasional file sharing sites may be used to transfer large files to clients.

Amends & Client Approval:

One set of amends is included in the price quoted, please be aware this doesn't allow for errors in provided content or changes to the brief. Any changes, errors or omissions on my part are included without charge regardless. If multiple sets of amends are required, or if changes outside the brief become necessary (for example The Client has a change in requirements or makes major changes to their provided content) any additional fees required for Big Picture Creative to complete the amends/changes will be discussed and agreed prior to work continuing.

You are responsible for the technical and legal content/accuracy of anything produced - and should always thoroughly proof and approve anything produced for you. Your approval will be taken as agreement that you are happy with the accuracy and suitability of the work provided and satisfied that the content is technically and legally accurate for your requirements. Big Picture Creative accepts no responsibility for legal or technical inaccuracies.

Copy will be created based on information provided by you and should be checked by you the client for its accuracy and to ensure it meets any legal responsibilities correctly.

Once work is approved by The Client, The Client is responsible for any further processes in which the work is used after approval and handover to them (e.g. printing, posting online etc). Big Picture Creative is not responsible for any errors occurring in this work or projects relating to the work provided after the work has been accepted by The Client.

Confidentiality:

The designer agrees to protect the confidentiality of the client's proprietary information (e.g. future products/projects, vendor lists, marketing strategies, etc). Unless strict confidentiality is requested by The Client regarding the work Big Picture Creative produces, then Big Picture Creative can display the materials and work created for the client on www.bigpicturecreative.co.uk and/or the attached LinkedIn/Facebook pages.

We will not use your acknowledgement to work with us as permission to market to, nor sell your data to any third parties. Please see our privacy policy to see what we will do with your data once a business relationship has started.
<http://www.bigpicturecreative.co.uk/privacy-policy>

Compensation:

Payment terms are 30 days from date of invoice. Big Picture Creative reserves the right to charge late payment fees for invoices not paid in this time frame at the rate of 8% plus the Bank of England base rate per day on the total amount until payment is received, plus an admin fee of between £40 -70 depending on the amount owed. The client will not treat Big Picture Creative as an employee for any purpose.

Acceptance of terms:

Once these terms have been supplied and work has begun following a request from The Client, The Client promises to pay for the services Big Picture Creative has provided for the work agreed upon.

On receipt of these terms and conditions The Client agrees that they have read, understood and are considered legally bound to them unless Big Picture Creative is notified otherwise within 48 hours of receipt and before work has commenced on a project.

Big Picture Creative is insured for both public liability and professional indemnity insurance - certificates are available on request.