



TERMS OF SERVICE

These are my standard terms of service for any design project. Have a good read through, and if anything jumps out at you as a potential issue, let me know before the project begins and we can discuss any alterations that might be needed for your particular project.

PAYMENT DEPOSITS, FINAL PAYMENTS AND DELIVERY

I reserve the right to request a 25% deposit prior to starting work on your project. If a deposit is requested, an invoice will be generated and delivered to you via email and payment is expected within 30 days of issue. By remitting deposit funds you are accepting these Terms of Service and entering a contract with Charm Studio (Charm Studio Design, LLC).

I will invoice for the remaining cost of the project and associated services prior to the release of any logo files or final exports. I reserve the right to withhold delivery until payment has been received in full.

I reserve the right to invoice prior to the time detailed if you have been uncontactable/unresponsive for more than 30 days.

You may reserve the right to request a payment plan which may be accepted at my discretion. All payment plans must be agreed to both parties in writing.

All payments are to be made within 30 days of issue.

I reserve the right to charge you for any fees incurred relating to commencement of collection and recovery processes for accounts that remain unpaid in excess of 30 days.

FONTS & TYPEFACES LICENSING OF ANY USED FONTS OR TYPEFACES

Any fonts/typefaces that are purchased for the final logo, and/or supporting brand identity assets, are subject to commercial licensing laws. A font/typeface licence gives only the owner full rights to use the font/typeface as necessary.

In my initial presentation of concepts, I will provide information of the typefaces used and where they can be acquired. It is the responsibility of the client to acquire any necessary font licenses (paid or unpaid), so please bear this in mind when approving designs.

It is against the law for me to provide any client a 'copy' of any font/typeface that I own, and have personally purchased.

If you would like to use a copy of a font/typeface that I have purchased, to be used commercially, you must purchase the respective font/typeface licence, and register it in your name.

Typically, a font used in a logo will not need to be licensed, as the graphics are converted to vector artwork and can no longer be edited. However, should you require a font to use in your own artwork for editing purposes, such as on a website or a print presentation, then you will need your own license through a desktop license purchase.

RESTRICTIONS RESTRICTIONS TO THE SIGNING OF THIS AGREEMENT

These Terms of Service do not give you the rights or permission to use/modify/alter/replicate or borrow any of the previous ideas/concepts/sketches that I present. All original preparation materials, sketches, visuals and unused ideas shown and considered will remain the property of Charm Studio (Charm Studio Design, LLC).

I am free to use these unused and previous ideas for future conceptual and client work. Where a previously unused idea/design retains a similar look and style to the finished logo, I shall repurpose and style so that the end design is sufficiently different as to not cause conflict.

Unless otherwise agreed and arranged, I reserve the right to showcase the finished logo and associated designs in my portfolio and in any number of online galleries/portfolio/showcases/awards as well as in printed literature including books and magazines, now and in the future. Associated designs and artwork can include commercial print design/business card/stationery design/signage/desktop icons/mobile phone and other portable device application icons and imagery.

ANY supporting artwork and designs required by this project can be used as indicated by myself for personal and professional reasons.

You are free to change, modify and adapt the finished logo design as you see fit, but you do so at your own risk.

OWNERSHIP & COPYRIGHT

All preparation materials, sketches, visuals, including the electronic files used to create the project remain the property of Charm Studio (Charm Studio Design, LLC). The final artwork/digital files will become your property ONLY upon final payment of the project.

If final payment is NOT received as agreed, all designs and concepts will remain the property of Charm Studio (Charm Studio Design, LLC) until payment is received.

If there are issues with final payment, I reserve the right to reuse or amend any of these ideas for other clients, or to be used freely as concepts in my portfolio.

Should the client attempt to use/modify/alter/replicate or steal any of my ideas without making agreed final payment, I will take immediate legal counsel.

Charm Studio (Charm Studio Design, LLC) reserves the right to show any artwork, ideas, sketches created for this project in a portfolio as examples of client work. This is typically, but not limited to the completion of the project. If you have any specific 'secrecy/stealth mode' or NDA requirements, please mention this before agreeing to the proposal.

Final payment ensures that ONLY the agreed logo design becomes your property. Any previous ideas/concepts remain mine, unless any prior agreement has been made.

TRADEMARK & COPYRIGHT

Due to the lengthy and often costly procedures required to initiate any form of Trademark, Copyright and legal name search, I am unable provide any practical help with this.

If you require the logo to be registered as a trademark, then you must seek your own legal advice.

BRAND NAMING

You take full responsibility for ensuring that your 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 am I legally responsible for any problems thus arising.

Please ensure the name you are using is free and legally safe to use before committing to a logo project. Project name changes during a project are exceptionally costly, challenging to implement, and cause significant delays.

If a change of name is required mid-way during a project, and significant logo exploration work has already been presented, then I will have no choice but to recalculate the total cost of the project, to allow for the reworking involved. Please ensure that the name you 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.

CANCELLATION

Cancellation during the project If you choose to cancel the project midway through, where ideas and proposals have been submitted, refund of previous payment is not possible. However, depending on the work completed and overall budget, a portion of the funds may be returned.

If I fall ill, or am unable to complete the project due to unforeseen circumstances, a portion of the overall budget will be returned. In most cases the complete amount will be refunded. If any works, so far completed, can be used for another designer to pick up, then a percentage will be refunded based on work completed or any other reasonable suggestion will be considered.

Project Suspension I reserve the right to suspend any project if there is interference with excessive micromanaging, demonstrating a continued lack of trust and inability to move forward after showing more than a reasonable number of unique logo ideas/concepts, and/or showing a reluctance in paying the final payment.

Fair notice will be given with fair chance to remedy the situation without resorting to project suspension or termination. Any suspension, or termination, will not result in any refunds and all designs and work thus developed remain the full ownership of Charm Studio (Charm Studio Design, LLC).

Force Majeure In the event I fail to perform any obligation pursuant to these Terms of Service due to an “act of God” or an act of any government, terrorism, riot, war, accident or any deficiency in materials or transportation or any other cause of any nature beyond my control, such failure shall not be deemed to be a breach of these Terms of Service, provided that you are notified of the existence and nature of the reason for my non-performance and delay, and I resume performance immediately upon the conclusion of the relevant force majeure.

LIMITATION OF LIABILITY

Loss or damage You agree and accept that Charm Studio (Charm Studio Design, LLC) is not legally responsible for any loss or damage suffered or incurred related to use of any of my services, whether from amendments, errors or omissions in documents, designs, information or any goods or services offered by myself. This includes your use or reliance on any third-party content, links, comments or advertisements. Your use of, or reliance on, any information or materials I produce, amends or designs is entirely at your own risk, for which I shall not be liable.

You acknowledge that such information and materials may contain inaccuracies or errors and expressly exclude liability of Charm Studio (Charm Studio Design, LLC) for any such inaccuracies or errors to the fullest extent permitted by law.

I affirm that all designs presented to you will be original and to the best of my knowledge will not infringe/plagiarise any other work. I will perform limited checks to ensure that my work has not unintentionally infringed on another's design, including limited checks against the WIPO database and reverse image checks across search engines. However, I assume no legal responsibility for any loss or damage suffered or incurred related to legal issues regarding the originality or authenticity of my work. You agree to perform your own checks and due diligence regarding plagiarism and originality. Should you have any concerns, please discuss this item with me prior to commencing work.