



TERMS & CONDITIONS

1.0 Formation of Contract

1.1 These Terms and Conditions together with the estimate of works ("Estimate") provided by us which describe the services set out the entire agreement between you and us and will apply to any appointment given to us to provide branding, website, marketing or social media services specified in the Estimate (the "Services"). The Estimate gives an estimate of the likely charges and disbursements payable for the Services but will be subject to adjustment on completion in accordance with the hourly rate and the actual time taken to provide the Services. In these terms references to "us", "we" or "our" shall mean Rebecca Watson Design and references to "you" or "your" means the client engaging us.

1.2 Before procuring the Services you should read these terms and conditions carefully. If you do not agree with them, do not use the Services.

2.0 Rebecca Watson Design Obligations

2.1 We will use reasonable skill and care in providing the Services. We will provide the information required however accept no responsibility for non-compliance if the recommendations are not followed.

2.2 We will accept the information supplied by the customer and use this to form our documents. If this information is incorrect or insufficient, Rebecca Watson Design will not be held responsible for this.

2.3 We will endeavour to keep to the timescale of the project, which will be agreed prior to the start of the project, however should the client fail to respond in a timely manner, we will assume the project is halted and we will await instruction from the client. Should the client not be in touch in a timely manner, the client must make contact and give plenty of notice as to when their design work is required.

3.0 Client Obligations

3.1 You will ensure that, all information provided is true and accurate and you will follow all recommendations included within the consultation process.

3.2 You will respond to emails and correspondence in a timely manner. We aim to deliver the Service in a timely manner, however, we cannot be responsible for delays in regards to the Client. Any delays will need to be discussed and agreed upon.

4.0 Payment & Billing Terms

4.1 The charges for the Services are communicated to you in writing or as listed in the Brand Packages section at www.rebeccawatsondesign.co.uk. If changes are made to the agreed brief, the price will be adjusted to reflect the extra work required. Rebecca Watson Design will charge for any work over and above the original specification.

6.2 Payments should be made by (BACs) bank transfer.

6.3 Payment for projects will be paid in 2 stages; a deposit, then the remainder paid before completion. Design files and websites will not be released until full payment is received.

6.4 If the customer decides part way through the process that they no longer wish to go ahead, the deposit will also act as the cancellation fee. If the work completed on cancellation is not covered by the deposit, additional charges will be made to cover the time spent on the project.

6.5 Please be aware that in accordance to the Late Payment of Commercial Debts (Interest) Act 1998, if payment is not received within 30 days of submission of this invoice a £40.00 late fee will be charged, at which point a new invoice will be submitted with addition of this fee. If payment of the revised invoice is not received within a further 30 days, additional interest will be charged to the overdue account at a statutory rate of 8% plus Bank of England base of 0.5%, totalling 8.5%.

5.0 Liability

5.1 We shall have no liability to you for any loss, damage, costs, expenses proceedings or other claims for compensation arising from any information or instructions supplied by you which are incomplete, incorrect, or inaccurate.

5.2 We shall not be liable for any failure to perform our respective duties under this Contract due to circumstances beyond our control, including without limitation flood, fire or other adverse weather conditions.

5.3 To enable us to deal with any complaint that may arise relating to the Services, you must provide full details of

any complaint within 7 days of the supply of the relevant Services.

6.0 Data protection

6.1 In relation to Data Protection, we comply with the new GDPR regulations, there are 7 Principles and 8 Rights that have to be observed:

Principles

1. Legality, Transparency and Fairness
2. Purpose Limitation
3. Minimisation
4. Accuracy
5. Storage Limitation
6. Integrity and Confidentiality
7. Accountability

Rights

1. The right to be informed
2. The right of access
3. The right to rectification
4. The right to erasure
5. The right to restrict processing
6. The right to data portability
7. The right to object
8. Rights in relation to automated decision making and profiling

We will only use any personal information provided by you for the purpose of providing the Services, or for informing you of the availability of similar services, unless you agree otherwise. Refer to our Privacy Notice on the website for more information.

6.2 You may correct any information, or ask for information about you to be deleted, from our advertising, or promotional material by giving written notice to us.

7.0 Copyright

7.1 The copyright, design right and all other intellectual property rights in any materials, brands, graphics and other documents or items prepared or produced for you by us or on our behalf in connection with the Services shall belong to Rebecca Watson Design absolutely and any such materials, documents or items shall be or remain our sole property until fully paid for.

8.0 General

8.1 We may assign or sub-contract the Contract if this is necessary for operational reasons or in connection with a business transfer or reorganisation. Otherwise, the Contract is not transferable by either party.

8.2 Nothing in this Contract gives any right to any third party to enforce any provision under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

8.3 These terms and conditions and the Contract will be subject to English law, and the English courts will have jurisdiction in respect of any dispute arising from the Contract.

9.0 The EstablisHer Circle

9.1 Once a member has signed up, refunds are not given. The reason is because you will have had access to the trainings immediately.

9.2 By signing up to The EstablisHer Circle you agree to the terms of payment - for example, the minimum term for monthly payments is 5 months - you may cancel after this time.

9.2 When you apply you will pay for the first month, however once I've checked over the application you may not be accepted, in which case the fee will be immediately refunded.

9.3 If you decide to cancel your Monthly, Six Monthly or Annual membership after the minimum term has passed, you need to do so with a written notice sent to hello@rebeccawatsondesign.co.uk a minimum 7 days before your next payment date. Canceling your membership from your account does not mean you will stop being charged. Following a cancellation notice, we will cancel your membership on the date when your next recurring payment would have been made at which point your access to any membership content, resources, community area or group chat will be revoked.

Signed by:

Date: