

TERMS AND Conditions

SUMMARY

The following Terms and Conditions of Service apply to all products & services provided by By Aaliyah K Limited (hereinafter referred to as By Aaliyah K) and in the event of any dispute are governed by the laws of England. All work is carried out by By Aaliyah K on the understanding that the client has agreed to our terms and conditions. By sending payment, you are accepting the below statements, please make sure you read so you understand the terms and conditions of working with By Aaliyah K.

UNUSED DESIGN CONCEPTS

If a choice of designs is presented and one is chosen for your project, only that solution is deemed to be given by us as fulfilling the contract. All other designs remain the property of By Aaliyah K, unless specifically agreed in writing. You do not have permission to use any unused design samples or concepts. If mockups are sent to the customer by By Aaliyah K, unless the customer has paid for them, they do not have permission to use them. If the customer would like to use them, they will need to discuss this and put in a request.

PAYMENT

Full payment is required for all designs and/or packages upfront (unless agreed otherwise) and is non-refundable. By accepting these terms the customer understands that no refunds are given e.g. if customer doesn't like designs, if customer decides to work with a new designer etc. If for any reason the customer decides to cancel, no refund will be given. By Aaliyah K is unable to issue refunds because this is needed to cover all of the time & resources By Aaliyah K spent developing ideas as well as the remaining time in the calendar that is now empty as the customer has chosen to cancel as By Aaliyah K could've been working with other clients instead. The ONLY circumstance where a full refund would be provided is if for any personal reason, By Aaliyah K has to cancel the customers booking (e.g. unwell, emergencies etc).

The date By Aaliyah K provides in the quote is only valid upon receiving the message. This date IS NOT SECURE until By Aaliyah K has received FULL payment upfront (or a 50% deposit if this is what the client has discussed and agreed with By Aaliyah K on) Only when a deposit has been paid, will this date belong to the client. If the customer enquires one day but sends payment a different day, understand the quoted date may no longer be available. The date provided to the customer AFTER payment has been received in the order confirmation email is the customers official date that they are booked in for By Aaliyah K's calendar. All turnaround times quoted are estimates and are subject to change. By Aaliyah K accepts payment via bank transfer for UK clients and PayPal & for International customers.

REQUIREMENTS

The customer will be given a start date for our designs once payment has been sent in their order confirmation email. The customer MUST send the requested information over AT LEAST 48 HOURS BEFORE the date they are booked in for. If the customer does not contact By Aaliyah K and let us know why we have not received the customers full brief BEFORE the booked date, the customers booking will be cancelled and By Aaliyah K will assume the customer no longer wishes to work together.

The customer will not receive a refund as By Aaliyah K has now allocated several hours to complete the customers design work but has been unable to complete these due to the fact we weren't provided with the information we requested from the client through no fault of By Aaliyah K.

If, for any reason, the customer will be unable to send the requested information over in time, the customer MUST provide at least 48 hours notice so By Aaliyah K can reschedule the booking e.g. By Aaliyah K can book you in for the next available slot with no consequences or charges. However, if the client is booked in with By Aaliyah K and then doesn't make a note of it etc and forgets about our scheduled work, then By Aaliyah K cannot be held responsible. (You wouldn't book & pay for a doctors or dentists appointment, forget about it/miss it and then expect a refund) The client agrees to treat By Aaliyah K and their time with the same respect the client would treat anyone else's.

IT IS THE CUSTOMERS RESPONSIBILITY TO ENSURE THEY ARE FREE & ABLE TO RESPOND ON THE DATE(S) THAT THEY ARE BOOKED IN FOR. If the customer doesn't respond within 24 hours MINIMUM for any reason, the booking will be cancelled and the client will NOT receive a refund. The customer has the option to reschedule if our agreed date no longer works for them at any point as long as the client contacts By Aaliyah K at least 48 hours BEFORE the start date. If you do not inform By Aaliyah K, the customer's order will be cancelled and By Aaliyah K will NOT issue a refund or any form of compensation. If the next availability By Aaliyah K quotes the client doesn't work for them, that's completely fine they can book in with By Aaliyah K up to 3 MONTHS IN ADVANCE so the client MUST make sure they are free on the date they request to book in for.

Any indication given by By Aaliyah K of a design project's duration is to be considered by the customer to be an estimation. By Aaliyah K cannot be held responsible for any project overruns, whatever the cause. Estimated project duration should be deemed to be from the start date confirmed on the customers order confirmation email.

COPYRIGHT & USAGE RIGHTS

By supplying text, images and other data for inclusion in the customer's website or other design, the customer declares that it holds the appropriate copyright and/or trademark permissions. The ownership of such materials will remain with the customer, or rightful copyright or trademark owner. Any artwork, images, or text supplied and/or designed by By Aaliyah K on behalf of the customer, will remain the property of By Aaliyah K and/or its suppliers unless otherwise agreed in writing. A licence for use of the copyright material is granted to the customer solely for the project defined in the scope or request and not for any other purpose.

The customer may request in writing from By Aaliyah K, the necessary permission to use materials (for which By Aaliyah K holds the copyright) in forms other than for which it was originally supplied, and By Aaliyah K may, at its discretion, grant this and may charge for the additional usage. Such permission must be obtained in writing before any of the aforesaid artwork, images, text, or other data is used.

Any software, code, plugin or other third party material used in a web or digital project remains the property of the creator and any ongoing licence fees or fees for upgrades are the responsibility of the client, not By Aaliyah K. By supplying images, text, or any other data to By Aaliyah K, the customer grants By Aaliyah K permission to use this material freely in the pursuit of the design.

Should By Aaliyah K, or the customer supply an image, text, audio clip or any other file for use in a website, multimedia presentation, print item, exhibition, advertisement or any other medium believing it to be copyright and royalty free, which subsequently emerges to have such copyright or royalty usage limitations, the customer will agree to allow By Aaliyah K to remove and/or replace the file on the site.

The customer agrees to fully indemnify and hold By Aaliyah K free from harm in any and all claims resulting from the customer in not having obtained all the required copyright, and/or any other necessary permissions.

DESIGN BRIEF

The customer will receive a document with the specific requirements but as a general guide YOUR DESIGN BRIEF SHOULD INCLUDE:

- Inspiration images (existing designs)
- Colours
- Fonts
- Layouts
- Brief description of what you sell or services you provide
- In depth description of what you want. If you have something specific in mind PLEASE provide as much detail as possible through description, visual examples or your own sketches (These don't have to be artistic, literally just a basic outline of what you'd like. If you only have a rough idea, that's fine too.)
- If your designs include ANY FORM OF TEXT (postcards, price lists, packaging, social media posts etc) You MUST have all of the text you want on the designs TYPED UP and EMAILED over to byaaliyahk@gmail.com. I cannot use pictures of text, screenshots of notes etc. I COPY AND PASTE ALL text into my designs so if you do not provide this information in your brief, I will be unable to complete your order. I DO NOT SPELLCHECK any copy (writing) so you must check your own work before emailing it over to me.

Provide as much detail as you can (The above bullet points are a MUST) and I can then develop your own general ideas further.

REVISIONS & CHANGES

If the customer require any edits to the sample designs, the changes will be added to the edits list, which may take a couple of days to complete. When the sample(s) are sent to the client, they have 24 hours to reply with comments/adjustments. If there is no reply within 24 hours, a £15/\$20 restart fee will apply. If 72 hours pass after By Aaliyah K sends samples to the customer with no communication, the payment made upon booking is now void. The clients booking will be cancelled and if they want to rebook again to continue the designs, a full new full payment is needed. Included in the price the customer paid, they also get 2 rounds of revisions where they can request changes to be made to the design(s) once sent, any changes wanted after this will be made at a charge (will vary depending on complexity).

STORAGE OF FILES

By Aaliyah K only keeps design files on our hard drive for a short period of time. The customer MUST download the designs within 7 days of receiving them to their own device and store them appropriately for their own use. If a previous/returning customer requests the files to be sent again at a later date.

This may incur a fee and it is also highly likely By Aaliyah K will no longer have the files the client has requested available to resend anymore. IT IS ESSENTIAL THE CUSTOMER DOWNLOADS THEIR DESIGNS AS SOON AS THEY RECEIVE THEM. THE CLIENT IS RESPONSIBLE FOR THE FILES AFTER THIS POINT.

GENERAL TERMS OF AGREEMENT

All design work – where there is a risk that another party make a claim, should be registered by the client with the appropriate authorities prior to publishing or first use or searches and legal advice sought as to its use. By Aaliyah K will not be held responsible for any and all damages resulting from such claims. By Aaliyah K is not responsible for any loss, or consequential loss, non-delivery of products or services, of whatever cause. The customer agrees not to hold By Aaliyah K responsible for any such loss or damage. Any claim against By Aaliyah K shall be limited to the relevant fee(s) paid by the customer.

Text is to be supplied to By Aaliyah K in electronic format as standard text (.txt), MS Word (.docx) or via e-mail / FTP or shared folder. Images which are supplied in an electronic format are to be provided in a format as prescribed by By Aaliyah K via e-mail / FTP. Images must be of a quality suitable for use without any subsequent image processing, and By Aaliyah K will not be held responsible for any image quality which the client later deems to be unacceptable. By Aaliyah K cannot be held responsible for the quality of any images which the client wishes to be scanned from printed materials. Additional expenses may be incurred for any necessary action, including, but not limited to, photography and art direction, photography searches, media conversion, digital image processing, or data entry services, colour correction and alteration of images.

The client agrees to allow By Aaliyah K all necessary access to computer systems and other locations, as required, in order to complete a website project and until all due funds are cleared, including the necessary read/write permissions, usernames and passwords. The customer also agrees to allow By Aaliyah K access to any computer systems, usernames and passwords required to remove data and/or sites for failure to comply with these Terms and Conditions.

The customer agrees to supply By Aaliyah K with all necessary materials, electronic, or otherwise, required to create and complete the project, and to supply them in a timely manner. By Aaliyah K considers the design project complete upon sending the design files over to the provided customer email. The customer agrees to allow By Aaliyah K to place a small credit on printed material exhibition displays, advertisements and/or a link to By Aaliyah K own website on the customer's website. This will usually be in the form of a line of text placed at the bottom of the page. The customer also agrees to allow By Aaliyah K to place websites and other designs, along with a link to the client's site on By Aaliyah K own website for demonstration purposes and to use any designs in its own publicity and portfolios.

By Aaliyah K makes no warranties of any kind, express or implied, for any and all products and/or services that it supplies. By Aaliyah K will not be held responsible for any and all damages resulting from products and/or services it supplies. By Aaliyah K is not responsible for any loss, or consequential loss of data, or non-delivery of products or services, of whatever cause. While we take reasonable steps to investigate the materials we recommend, we accept no responsibility for the performance or quality of materials or any consequential loss arising from their failure. The customer agrees not to hold By Aaliyah K responsible for any such loss or damage. Any claim against By Aaliyah K shall be limited to the relevant fee(s) paid by the client.

By Aaliyah K reserves the right to use the services of sub-contractors, agents and suppliers and any work, content, services and usage is bound by their Terms and Conditions. By Aaliyah K will not knowingly perform any actions to contravene these and the client also agrees to be so bound.

PRINTING & DELIVERY

Once the customer has been notified their parcel has been sent, the parcel is now the clients responsibility. If the customer has any issues, they may pursue them with the delivery courier. (Usually Royal Mail, you will be notified if alternative couriers are used). By Aaliyah K cannot accept responsibility for parcels that are lost, misplaced or damaged by the courier company. All parcels are sent NON-TRACKED. If the client would like their parcel to be sent with TRACKED DELIVERY, please let By Aaliyah K know prior and this can be arranged at an extra cost depending on value & weight of the parcel. The customer can also enquire about insuring their delivery so they can receive compensation if damaged or lost.

By Aaliyah K and its clients agree to comply with Printers Terms and Conditions which include disclaimers for non-completion on time and the flexibility to supply quantities within 10% of the total ordered. By Aaliyah K recommends that if an exact quantity is required, then 10% extra is added to the quantity and extra time made available should the job be delayed.

GENERAL PROCESS

- You will receive samples of your design. It may take 1- 4 days to receive a sample, Illustrations/ packages may take longer.
- You need to choose which one is your favourite (this is the one we will proceed with) and decide if there are any changes. This is the first out of 2 rounds of revisions so make it count.
- I will come back to you with the revised sample(s) and this is your final round of revisions.
- You will be sent the final design to be approved. If you want more changes these can be made at an additional cost & subject to my availability.
- You will receive a link to access your designs via email. YOU NEED ACCESS TO A COMPUTER/LAPTOP TO DOWNLOAD THE DESIGNS.

FINALLY

Copyright is retained by By Aaliyah K on all design work including words, pictures, ideas, visuals and illustrations unless specifically released in writing and after all costs have been settled. These Terms and Conditions supersede any previous Terms and Conditions distributed in any form. By Aaliyah K reserves the right to change any rates and any of the Terms and Conditions at any time and without prior notice.

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Love, Aaliyah