

Day Design Service Terms & Conditions

1.Introduction

- 1.1. The Terms and conditions set out below are for The Day Design Service owned by Keppel Leopard Creative (hereinafter known as the "Business". The purpose of these terms is to provide the client (hereinafter known as the "Client") details of their Service. It is important to read these carefully and if you have any questions please contact the Business via email: hello@keppelleopardcreative.com.

2.Definitions

- 2.1. "Business" refers to Keppel Leopard Creative, its employees and suppliers
2.2. "Client" refers to the person who has bought The Day Design Service
2.3. "Projects" refers to the branding and design projects Keppel Leopard Creative has.
2.4. "Session" refers to The Day Design Service.

3.Acceptance of Terms

- 3.1. By ticking the Terms and Conditions box on the Day Design Service signing form, and providing payment, you agree to abide by these terms and conditions.

4. Service Eligibility

- 4.1. To be eligible for The Day Design Service you must have been a client of the Business on their Position Branding Service or provided a 1:1 service (example: Website Design Services.)

5.Service Provision

- 5.1. The client will receive the following as part of The Day Design Service:

- 5.1.1. Exclusive access to the Business to complete design tasks that include and not limited to: business card design, promotional material design, website update, social media templates.
- 5.1.2. Exclusive access is between 0930hrs until 1330hrs, and 1730hrs until 1900hrs GMT time.
- 5.1.3. A morning briefing session at 0930hrs for thirty (30) minutes to discuss the tasks and ask questions.
- 5.1.4. All designs will be transferred to the Client by 1900hrs digitally.
- 5.2. Once the Day Design Service form has been submitted and payment made, the Business will confirm the date and tasks proposed by email.
- 5.3. If the tasks requested are more than the Session allows, the Business will contact the Client to confirm whether they would like to remove the task from the list, or to book another Service with them.

6.Price & Payments

- 6.1. The total cost of the Session is £250. This is exclusive of VAT due to the Business not being VAT registered. Should the Business become VAT registered they deserve the right to increase the Session to reflect this.
- 6.2. Payment is due immediately upon submission of the Day Design signing form.
- 6.3. Late or delayed payments will result in the Session not being confirmed.

7.Reschedule and Termination

- 7.1. Sessions can be rescheduled without additional charge up to 72 hours before the session is due to take place.
- 7.2. If a session is rescheduled within the 72-hour period, they will be subject to the full session charge.
- 7.3. The business and/or the client have the right to terminate a session 24 hours before the session is due to take place.
- 7.4. Under no circumstances will refunds be given.

8.Obligations and Conduct

- 8.1. The client agrees to provide the business with any artwork or designs required to complete the tasks within the session.
- 8.2. The client agrees to meet with the business at 9.30am on the day of the Session to confirm the tasks and to answer any questions.

- 8.3. The business agrees to be fully exclusive to the client and will not be working on any other projects they may have.
- 8.4. The business agrees to keep in regular contact with the client throughout the day.

9. Intellectual Property Rights

- 9.1. The client agrees that all artwork and designs provided to the business for their tasks does not breach any intellectual property rights. The Business shall not be liable for any breaches in intellectual property or copyright.
- 9.2. All designs created will belong to the Client and will be transferred at the end of the session digitally.

10. Disclaimers and Limitations of Liability

- 10.1. The Business provides the Session and its services on an "as is" and "as available" basis. The Business makes no representations or warranties of any kind, express or implied, as to the operation of the Session or the information, content, materials, or products included in the Session. You expressly agree that your use of the Session is at your sole risk.
- 10.2. **Limitation of Liability:** To the fullest extent permitted by UK law, the Business shall not be liable for any direct, indirect, incidental, special, or consequential damages resulting from the use or inability to use the Session or services, including but not limited to, damages for loss of profits, use, data, or other intangible losses, even if the Business has been advised of the possibility of such damages.
- 10.3. **Errors and Omissions:** The Business does not warrant that the Session or services will be uninterrupted or error-free. The Business will not be liable for any errors or omissions in the content provided or for any loss or damage of any kind incurred as a result of the use of any content posted, emailed or transmitted.

11. Indemnification

- 11.1. The member agrees to indemnify and hold the Business harmless from any claims, damages, losses, liabilities, and expenses (including legal fees) arising out of or in connection with your use of the Session or services, your violation of these terms, or your violation of any rights of another.

12. Governing Law and Dispute Resolution

- 12.1. These disclaimers and limitations of liability are governed by and construed in accordance with UK law. Any disputes arising out of or in connection with these terms shall be subject to the exclusive jurisdiction of the courts of the United Kingdom.

13. Amendments

- 13.1. These terms and conditions may be amended at any time. Members will be notified of the changes via email.

14. Contact Information

- 14.1. Any questions or concerns regarding these terms please email the business: hello@keppelleopardcreative.com

15. Miscellaneous

- 15.1. **Force Majeure:** The Business shall not be liable for any failure or delay in performing its obligations under this Session agreement if such failure or delay is caused by events beyond its reasonable control, including but not limited to acts of God, war, terrorism, strikes, labor disputes, fire, flood, natural disasters, governmental regulations, or any other cause beyond the reasonable control of the Business. In the event of such a force majeure, the Business shall be excused from further performance of its obligations affected by the force majeure event for the duration of the event. The Business shall use reasonable efforts to mitigate the effects of the force majeure event and resume performance as soon as practicable.