



## TERMS & CONDITIONS

### Application and entire agreement

1. These Terms and Conditions will apply to the purchase of services detailed in our quotation to you (The client) from Hol B Studio.
2. These Terms and Conditions will be deemed to have been accepted by you upon payment of your quotation and will constitute the entire agreement between you and Hol B Studio.
3. These Terms and Conditions may be changed at any time.

### Interpretation

4. A "business day" means Monday - Friday, excluding bank holidays in England and Wales.
5. The headings within these Terms and Conditions are for convenience only and will not affect their interpretation.
6. Words imparting the singular number include the plural and vice-versa.
7. A "brief" is the document in which you supply to Hol B Studio upon the design process being started.
8. A "business design" is a product such as price list, business card, gift voucher, flyer, loyalty card and so forth. All products able to purchase other than brand identity and resale products such as notepads, is classed as a business design.
9. A 'project slot', 'slot' or 'slot start date' is the date that Hol B Studio will start on your project.
10. "You" is the client.

### Ownership of designs

### Copyright

11. Hol B Studio does not offer legal copyright documents to the client with the sale of any designs. It is the clients responsibility to copyright their own designs for their own benefit.
12. Hol B Studio owns all rights and licenses to the fonts used within their designs and will continue to use these across projects in the future.

### Style of designs

13. Given the nature of a design and detail of a font, copyright can not be used against Hol B Studio for future products being created that have similar elements, colour palettes, typefaces and over all visual of a design.
14. Whilst Hol B Studio will not directly copy a design, we will take Hol B Studio owned elements such as a font and/or a color scheme for future products should this be with you, or another client.

## Illustrations

15. Unless illustrations are specifically and quoted for commission, Hol B Studio owns copyright to the illustrations designed. These may not be copied, gifted or re-sold for your own gain.

16. Basic diagrams that are not limited to being stated below will be included within all of By Holly B services. These diagrams are limited in terms of design as they are factual yet designed for an attractive appearance.

- Hair growth cycles
- Anatomy of the skin
- Lash application
- All Nail (Polish, Gel, Acrylic, BIAB, French, Reversed etc) application
- Maintenance
- Nail, brow and lash shapes
- Aftercare
- Preparation

17. With elements such as but not limited to stars, hearts, shapes, shaded art, whilst you may be charged for an illustration design for the additional time taken to complete this design, this element can not be copyrighted. Flowers & abstract line however can be commissioned for ownership.

## Brief

18. Hol B Studio must receive your brief within 10 days of your booking confirmation (deposit payment).

19. Your brief must include the following to be accepted as a useful document

- Colour scheme
- Font ideas. Photos can be accepted. We do not require the exact font identity, unless you have a specific font that you would like included
- Elements that you would like included (if applicable)
- Effects that you would like included (if applicable)
- Photos of logos that you like. These can be both work created Hol B Studio and otherwise
- Tag lines (if applicable)
- Text based information for business design such as business cards, price lists, loyalty cards and so forth
- Photos of business designs that inspire you
- Any further additional information that you feel as my client will help me grasp your vision. The more information your brief includes, the more of an understanding Hol B Studio will have as your designer

20. Should we not receive your slot within 10 working days of booking confirmation, your slot will move to our next availability. This potentially could be up to and further than 2 months.

21. Should specifics not be included within your brief, this information may not be eligible to be included once the design process have started.

22. Hol B Studio takes on clients which provide a style of design that as Hol B Studio can confidently and professionally work with. Should your brief completely change after purchase, your contract may be terminated and you will not be eligible for a refund.

## Payments

23. All project slots require a deposit to be secured. Deposit amounts can vary from £50 to 50% of the project total.

24. All payments are non-refundable under any circumstances.

25. Payments are to be made by bank transfer, QuickBooks or PayPal.

26. The client is responsible for the PayPal fee. In the event if this fee not being paid, there will be an outstanding balance on the project. This may result in your slot being moved.

27. All payments are made into a business bank account or PayPal account.

## **Invoices**

28. All payments are to be paid within 48 hours of invoice. The slot date provided to you upon booking will be secured without payment during this 48 hour period.
29. If your invoice is not paid within the 48 hour period, the slot may have been filled. In this case, you will be notified as soon as you make us aware that you would still like to proceed working with Hol B Studio.
30. Should you settle your invoice from 31 days out of this 48 hour period without any reminder that has been acknowledged and responded to by Hol B Studio your slot will be moved to our next availability. You are not eligible for a refund should our next availability be a longer wait that 60 days from your initial slot date.

## **Deposits**

31. You are required to pay a deposit to secure your slot. Deposit amounts vary from £50 to 50% of the total project cost.
32. The remaining balance is due upon project design completion, before project sign off.

## **Printing services**

33. Hol B Studio uses print suppliers which reflects the prices charged to the client. Product quality is checked before dispatch by Hol B Studio or said print suppliers.
34. Print products may take upto 3 weeks in print production once your design has been confirmed by you the client.
35. Colouring with printing may differ to that on screen. Hol B Studio does not offer an exact colour match service and can not guarantee perfect colouring with printing.

## **Deliveries**

36. Products are dispatched on week days, Excluding bank holidays.
37. Products are sent securely covered with an exterior waterproof bag.
38. Products are sent to the initial delivery address that is provided within your brief.
39. Should your delivery address not be sent within your brief, dispatch times may be prolonged.
40. International shipping may take upto 4 weeks.
41. Hol B Studio does not cover any custom charges or additional delivery charges.
42. All prints are dispatched with tracked shipping.
43. Tracking numbers can be provided upon request.
44. Hol B Studio notes all parcels to **not** be left in a safe place for your own security. Delivery times may vary.
45. Should you alter anything that is included but not limited to your delivery address, notes, your safe place or leave notes on your delivery address, Hol B Studio is not eligible for any type of damage or loss
46. If you are unable to receive a delivery on or between any certain dates, you must tell us upon brief.
47. Hol B Studio is not responsible for missed deliveries.
48. Hol B Studio is not responsible for products arriving out of delivery times.

## **Complaints with prints**

49. Once dispatched, Should there be delivery issues such as but not limited to, timeframes out of the initially select date, address, lost parcels that is due to the delivery company, an investigation will start.

50. Prints will be reprinted upon settlement of the investigation between said delivery company and Hol B Studio OR said delivery company and the client.

51. You will be required to provide evidence of any issues that are raised with delivery companies.

52. All complaints must be raised within 10 (TEN) days of delivery.

53. Complaints raised out of the 10 day time frame will not be valid and may be dismissed.

54. You will be required to provide upto 30 (THIRTY) photos of evidence for a claim to be made.

## **Returns**

55. Prints with issues will be required to be sent back to Hol B Studio.

56. Returns must be sent with tracked and protected delivery.

57. Hol B Studio is not at fault for loss in product that is being returned.

58. The sender will be responsible for raising any investigation with said delivery companies should there be an issue during return transit.

59. The return fee must be paid by the client. Should this complaint be valid, Hol B Studio will cover this return fee upto £20.

60. Should the complaint not be valid, Hol B Studio will not cover any returns fees.

61. A re-delivery of the returned product will hold a delivery fee that must be paid for by the client.

## **Files**

62. Upon receiving your files, you will receive the following files

- PNG

- PDF

- PSD

63. Different designs will require different files. You will receive all 3 files for your brand identity.

64. Social designs will be sent in PNG format.

65. Business designs will be sent in PDF format.

66. Should you require any other files, please ask upon receiving your final files.

67. Files are destroyed after four weeks.

68. Should you require a certain file after the four week period, you may be charged a fee for the redesign and specific file.

69. You are responsible to download and safely store your files on receipt.

70. Should you not download and safely store your files upon receipt, re-designing or re-supplying the files will come at an additional cost quoted upon request.

## **Samples**

71. You will receive brand identity, social and business samples within 3 working days of your slot start date.

- 72. You will receive a training manual sample within 1 week of the slot start date.
- 73. You will receive 3 (THREE) concept samples for brand identity.
- 74. You will receive 1 (ONE) concept sample for business and social designs
- 75. You will receive an initial 5-10 page sample for training academy work.
- 76. You will own the chosen sample only.
- 77. Samples that have been altered or not used, Hol B Studio owns for promotional use and also concept resale purposes.
- 78. Should samples that have not been used be used, this is a breach of contract and you will be invoiced the full amount of that design product.
- 79. Samples must be destroyed by the client once your final files have been received. This includes the initial email.

### **Revisions**

- 80. You will receive x3 free revisions of one chosen sample concept.
- 81. 4+ revisions will be charged at a discussed rate before your revisions have been made.
- 82. A complete change in design and/or brief may result in a full design charge before moving forward.
- 83. Revisions take upto 10 working days.

### **Timeframes**

- 84. Timeframes are a baseline and are not exact.
- 85. Client response times will reflect on project completion time frame.

Any incorrect statements, omissions or errors found in any portion of these terms and conditions do not nullify the content or validity of any sections of this document and will be considered as final agreement.

A breach of these contractual Terms and Conditions may result in court matter.