

Sample Graphic Design Contract

Terms of Business¹

Please read these Terms of Business carefully, as they set out our and your legal rights and obligations in relation to our services.

1. Definitions and interpretation

1.1 In these Terms of Business:

“**Business Day**” means any week day, other than a bank or public holiday in England;

“**Business Hours**” means between [09:00] and [17:30] on a Business Day;

“**Charges**” means [the charges specified in the Specification / the Designer's Hourly Rate multiplied by the number of person-hours spent by the Designer's personnel performing the Services] payable by the Customer to the Designer [, which [charges / Hourly Rate] may be varied from time to time in accordance with Clause [8.7];

“**Confidential Information**” means:

- (a) any information supplied by one party to the other party (whether supplied in writing, orally or otherwise) marked as “confidential”, described as “confidential” or reasonably understood to be confidential; and
- (b) [the terms (but not the existence) of each Engagement (which information is confidential to each party);]²

“**Customer**” means the customer for Services under an Engagement as specified in the Specification;

“**Customer Materials**” means all works and materials provided by or on behalf of the Customer to the Designer for use in the production of, or incorporation into, the Deliverables;

“**Deliverables**” means the deliverables specified in the Specification;

“**Designer**” means [*company name*], a [limited company / public limited company] incorporated in [England and Wales] (registration number [*number*]) having its registered office at [*address*];³

1 This Terms of Business (graphic design) template is designed for use by a graphic design business (or other business providing graphic design services) as its standard terms document from the provision of graphic design services. It is suitable for use where a service is being provided to businesses, rather than consumers. It contains two alternative intellectual property provisions. The first is a licence to use the designs; the second is an assignment of the intellectual property rights in designs, so that the customer becomes the owner of the design after work has been completed and all fees have been paid. The template has been drafted to protect the interests of the Designer rather than the Customer.

2 It may be that only some of the terms (e.g. the provisions relating to Charges) are confidential. If so, amend accordingly. You should specify the party to whom the information is confidential.

3 Where the supplier is a sole trader or partnership rather than a company, one of the following definitions may be used:

sole trader: “[*individual name*] trading as [*business name*], which has its principal place of business at [*address*];”