



Pedro Semeano

www.semeano.me
semeano@gmail.com
+351 910 369 047

Standard Terms and Conditions

1. Investment

- 1.1. A retainer deposit equal to 50% of the total estimate is due prior to the commencement of the project
- 1.2. The remaining balance is to be paid in phases throughout the development of the project
- 1.3. The payment schedule can be negotiated so as to minimize the investment load and facilitate the progress of the project
- 1.4. Monthly and yearly items will be billed one month in advance within 15 days of the invoice date
- 1.5. If a job is discontinued by the client for reasons where I'm not liable, the retainer deposit will not be refunded
- 1.6. If a retainer is not used until the set deadline it will be considered closed and will not be refunded
- 1.7. One standby period can be requested in case the client estimates won't use the remaining amount before the deadline
- 1.8. Late payments start accumulating interest at the legal rate plus 8%, 15 days after the first reminder

2. Timeframe and deadlines

- 2.1. The estimated timeframe is merely indicative of the expected number of hours required and will depend upon the actual total number of hours necessary to conclude each phase of a job
- 2.2. The deadline for each phase will depend on the delivery of all content

- necessary by the client for the development of the phase in question
- 2.3. The agreed upon deadlines can only be respected when there are no delays by the client in providing all required content as agreed
 - 2.4. In the case of delay to a deadline for reasons not due to the actions or inactions by me, the pre-established dates for payments will be maintained
 - 2.5. Failure of the client or their representative to respond to repeated requests for content and reviews will result in issuing an invoice, at the stated hourly rate for work done up to that point

3. Billing rates

- 3.1. Standard hour rate – 45,00 €/hour
- 3.2. Account rates*
 - Design and Development – 45,00 €/hour
 - Project management – 30,00 €/hour
 - Production – 40,00 €/hour
 - Implementation – 40,00 €/hour
 - Planning and Research – 30,00 €/hour
 - Consultation, coaching & training – 40,00 €/hour
- 3.3. This rates will be revised in the beginning of each year and applied without further notice

*This rates are applied exclusively to account projects. Accounts are special agreements made for periods of time where I act as the exclusive provider of the above mentioned services.

4. Content

- 4.1. All content significant to the project (images, text, media, logos, links, search, etc.) should be delivered or made available to me by the client prior to the commencement of the project
- 4.2. The graphic elements, such as any logo, text, photographs, as well as video, sound files and/or other media files should be delivered in the best possible quality and format for the project in question
- 4.3. Likewise, any existing graphic materials examples, such as stationery, brochures, photos, etc; should be delivered, along with the correct color codes and font types to be used
- 4.4. Content creation (e.g. text composition, photography, etc) needs to be estimated as a separate service
- 4.5. Stock images used in the design are bound to its own end-user license agreements and can not be made available in its original form to the client

5. Expenses

5.1. The following expenses are not included in the estimate and need to be quoted separately

- Stock images licensing
- Production (printing, mock-ups, presentation models, etc.)
- Stationary (paper, paint, CD-ROMS, etc.)
- Meetings (transport, meals, stays, etc.)
- Training (venue, transport, meals, stays, etc.)
- Communication (phone, fax, mail, etc.)
- Outsourcing services (designer, photographer, copywriter, translator, etc.)

6. Content management and updates

6.1. The updating and management of the content are the sole responsibility of the client

6.2. Should the need arise for periodical content updates, the client can solicit a proposal for a content renewal plan having taken into account the quantity and frequency of the updates

6.3. In case of sporadic content updates, the standard rate is 30,00 euros per hour

7. Guarantee

7.1. For website development, I provided a four-week guarantee period after the website launch. Technical issues are defined as 'anything that causes a script error or causes the system to behave in a manner not intended'

7.2. During this time any technical issue will be resolved at no cost to the client. After this period, my obligations under the terms will be deemed to have been fulfilled and the guarantee concluded

8. Copyright and Intellectual Property

8.1. The rights over the conceptualization and development of all design work and/or applications are entirely reserved to me

8.2. No source code or project files are included in the estimate and any such files will only be delivered to the client if there is an agreement between the parties authorizing this

8.3. I reserves the right to insert a signature in all the works and to present any work in my portfolio.

8.4. The above mentioned terms in points 8.1, 8.2 or 8.3 can be renegotiated under

- a separate agreement
- 8.5. No item of work created by me can be used or modified by third parties without prior and explicit consent
 - 8.6. All copyright in any code, text, layout, design features, and other aspects created by me will remain my exclusive property, with no license to the client to use them, until the estimate is paid in full
 - 8.7. In order to release IP rights and in case of contract termination outside of my responsibility the standard rate is + 100% of the full amount for conceptual work done up to that point

This Standard Terms and Conditions document is valid from 01/01/2015 to 31/12/2015 and is bound to this proposal, changes to this document may occur without further notice.