

**This is a sample – not the full document**

**Business Pack**

<http://www.compactlaw.co.uk/business-pack.html>

**Employers Pack**

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## **LOGO DESIGN AGREEMENT**

THIS AGREEMENT is made on the *[insert day]* day of *[insert month]* *[insert year]*

BETWEEN:

*[Insert the name and address of the organisation designing the logo],* ("the Designer")

AND

*[Insert the name and address of the organisation commissioning the logo],* ("the Client")

### **1. Interpretations**

**1.1** Unless the context otherwise admits words importing one gender shall include all other genders and words importing the singular shall include the plural and vice versa.

**1.2** Reference to any statutory provisions in this Agreement shall include any statutory provisions, which amends or replaces it.

### **2. Outline of Agreement**

**2.1** This Agreement details the terms and conditions agreed between the Parties for the design of a Logo hereinafter known as the "Project" for the Client such development to be undertaken by the Designer.

### **3. Detailed Project Specification**

**3.1** The Parties have agreed a detailed Project specification as defined in

Schedule One of this Agreement.

**3.2** Any amendments proposed to this Project specification must be made in writing and delivered to the other party. Either party is entitled to request a meeting to discuss such amendments.

**3.3** If such proposed amendments incur additional expense the Designer is entitled to seek further payment to cover such expense.

#### **4. Fees**

**4.1** The Client will pay the agreed non-refundable deposit fee of £ *[insert amount]* to the Designer on signature of this Agreement.

**4.2** The Client will immediately pay the balance of £ *[insert amount]* to the Designer on delivery of the Project, completed according to the Project specification detailed in Schedule One of this Agreement.

**4.3** Title in the finished Project will not pass to the Client until all payments due under this Agreement have been made in full (without set-off).

#### **5. Expenses**

**5.1** The Client will pay the expenses incurred by the Designer during the Project, including travel to the offices of the Client where required, the purchase of computer consumables required for the Project and such other reasonable expenses directly related to the Project.

**5.2** The Designer will inform the Client in writing in advance if significant expenses not covered by clause 5.1 have to be incurred during the Project.

#### **6. Delivery**

**6.1** The Designer will deliver the completed Project to the Client by way of email or electronic download or such other data storage/transport method as selected by the Designer.

**6.2** If the Client requires the completed Project to be sent on CD the Designer may request a reasonable charge to cover this, including postage and packaging.

**Sample document – the remaining are clause headings only  
Full document contains all clauses**

**7. Project Release**

**8. Delivery of Content & Materials**

**9. Notice**

**10. Confidentiality**

**11. Credits and Publicity**

**12. Intellectual Property Rights**

**13. Warranties**

**14. Indemnities and Limitation of Liability**

**15. Termination**

**16. Assignment**

**17. Force Majeure**

**18. Joint Venture or Partnership**

**19. Non-Solicitation**

**20. General**

**21. Jurisdiction**

IN WITNESS of which the parties have signed this Agreement the day, month and year first above written.

*[Insert Designer's Name]*

Signature: \_\_\_\_\_

*[Insert Client's Name]*

*[Insert name of person signing on Client's behalf]*

*[Insert their position]*

Signature: \_\_\_\_\_

**Schedule One**

*[Insert a detailed project specification, including agreed project milestones]*

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