

## TERMS & CONDITIONS

Rascal Design reserves the right to change these terms and conditions at any time. Once an order is placed with Rascal Design, you have signified your acceptance to be bound by the latest terms & conditions. These were last updated 1st May 2023 and are subject to review in May of every year, if not necessary sooner.

### Logo Design

- You enquire and we discuss your requirements
- I'll send you a link to complete a brief for me. It's a short online form which tells me your ideas and vision
- If I'm happy to take on your job, you pay upfront, or an initial 50% if agreed prior
- You pay the final 50% once we have both agreed on final designs, before i release them to you
- Your payments are generally non-refundable once work starts because you're paying for my time and your custom designs cannot be returned/exchanged/re-sold like other products could be. Logo packages are entirely bespoke projects. I will try to fulfill your brief as best as I can, but even where our visions don't align perfectly and you decide not to accept any of my concepts, the fees for my services would still apply in full. You're paying for a lot more than some Logo files. Aside from the final Logo files, my fees also cover my communication time chatting back and forward, researching and brainstorming ideas for you, my creative resources/software subscriptions, my home office utility bills, my professional business expenses (like website fees, insurance, design equipment).
- Timeframes vary for every client, the whole process can take anywhere between 2 weeks and 2 months, depending on my workload at the time and it also depends on the complexities of your requirements and your decisiveness.
- I will not copy other designs that you show you me you like, we can take some inspiration but can never copy
- Any of my ideas which you reject along the way remain my intellectual property which i am free to use elements from in future projects
- For large scale, large budget branding projects, I may make local recommendations if I feel your brief is beyond my current level of expertise. I don't claim to be a branding expert. My services focus mainly on your logo requirements.
- For logo services, you are paying for my design time only **excluding** the printing of physical stationery items. You pay separately for any stationery items to be made after your designs have been created.
- Stationery to be printed afterwards can take up to 10 working days (2 weeks) - i will advise on how to order it along the way.

### **Stationery Orders**

#### Cancellations/ Returns/ Exchanges

- You have 24 hours after placing an order to cancel at no cost. After this 24 hour period, I generally don't accept cancellations unfortunately, and refunds won't normally be given for

cancellations made after 24 hours. But please contact me if there is a problem with an order that you've placed to see what we can work out.

- Unfortunately, because of the nature of certain items, unless the following orders arrive damaged, defective, or the wrong item arrives, I won't be able to accept returns or exchange requests for:

#### o Customised, personalised, branded or bespoke stationery orders

- For damaged, defective, returnable items however, please contact me within 14 days of delivery with photographs of the issue. Ship back to me within 30 days of delivery. This is if your actual stationery inside the parcel has arrived below standard. Photo proof on arrival is compulsory.
- Buyers are responsible for return shipping costs of all other orders eligible for returns (eligible items are when your item arrives damaged, defected or if the incorrect item arrives, photo evidence required)

### **Timeframes for stationery orders**

- Please allow 10 working days (2 weeks).
- Please note that this timeframe is providing everything is running smoothly. If i'm having technical drama or I'm off ill for example and I need longer, you'd be kept posted of any unexpected delays on an individual basis.
- I don't accept rush or priority orders, unfortunately.

### **Copyright**

- Overall flattened designs are copyright of Rascal Design. You, or a third party, cannot copy or reproduce designs in any way and claim them as your own. It takes a lot of time, brain power and imaginative creativity for makers like me to create the things we make, so please be respectful. In the same way that Rascal Design will never knowingly copy anyone else's work, even if this is requested of me.
- I'm happy for you to show me pictures of other things you have seen online, however I will never directly copy anything for you, please buy from the original creator. Happy to take some inspiration from it and create you something unique if you are open to that though.
- Some Rascal Design resources, for example, fonts featured within some overall designs, may be used under a commercial license, purchased by Rascal Design and should, therefore, not be used or re-produced without prior consent of the creator of such font/graphic element. Rascal Design does not claim to own or hold copyright over these elements. I like to support other small creative businesses by purchasing their commercial fonts/graphics, this also helps me manage my time more effectively as well as giving back to the creative community.

### **General Points**

- Rascal Design accepts no accountability for any data theft that may occur from the misplacement or careless storage of one of my designed items which contains personal information... For example, say I make your wedding invites, but you or one of your wedding guests leaves an invite laying open in a café, showing your address and mobile number on the

rsvp section, and your data is compromised this way, that's not Rascal Design's responsibility. Neither would I be accountable if your invites fell out of a shipping van in transit and blew all over the M8. You get the drift.

- Sometimes the finishes, colours and textures on your stationery can vary slightly and may not be 100% identical to what we see on screen. Two reasons for this – 1. the screen you use and your brightness/blue filter settings will affect how an image appears online, think about it, for you and I to both be seeing the exact same thing right now we'd have to be using the same device AND have our brightness and blue light filters set at the same level... quite unlikely eh?! and 2. Laser printing on recycled materials can sometimes affect the colours slightly, due to increased absorbency. Please expect and allow for a very slight variation in colour between the screen and the stationery itself. Majority of the time it's so slight it's unnoticeable. It's rarely 100% identical between screen and print though.
- My preferred payment method is Bank Transfer. No cash or cheques please - it's 2023.
- For personalised/custom orders, please ensure the information you supply for your stationery is the final draft and has been checked thoroughly by yourselves for spelling errors first. You will then be asked to approve proofs as well for the avoidance of Rascal Design being held accountable for any clerical errors to the details. Check your proofs thoroughly! Where Rascal Design has made a genuine mistake after you've approved a proof (remember I'm just a human bean not a robot so it can happen!), replacement items will be sent at no extra cost **or** an appropriate refund will be given, whichever the buyer prefers. E.g. if the proofs were all fine, but I make a clerical error after and delete a character just before hitting print, then I'd definitely refund or replace your item... that's my butter fingers fault! However, I won't replace or refund if the mistake was missed by the buyer at proof approval stage. If the proofs are approved with the mistake in it... sorry but it's tough titties! My blunder = out of my pocket. Your blunder = out of your pocket. That's why I ask you to **check your proofs thoroughly**, then check again.
- Proofs are free of charge and I don't state a maximum amount, as long as we're sensible about it. Please be reasonable with our time and try to be decisive!
- You agree to Rustic Rascal Papercraft using images of your order to promote the service online and across social media platforms. If you do not consent to pictures of your order being shown online, you must confirm this with Rachael during the order process via email/message. I will not post spoilers where the date of an event is obvious on the stationery, and I will pixelate any spoiler details on images that I'm too excited not to share in advance of your event taking place!
- Please familiarise yourself with Rustic Rascal Papercraft's Privacy Notice below.

## PRIVACY NOTICE

This Privacy Policy defines how and when Rascal Design will collect, use, and share information when you use the service or make contact.

This Privacy Policy does not apply to the practices of third parties that Rascal Design does not own or control, but that Rascal Design may use in order to offer its' services to you, including Social Networking sites, Google, Wix, Printed.com, Etsy, Royal Mail or other postal or delivery service providers or any third party services you access through them.

## What/Who is Rascal Design

Rascal Design is a small sole-trading business, based in Edinburgh, offering graphic design services for individuals and small businesses. Rascal Design is ran entirely by Rachael Kerr, the owner.

## What Information is collected

In order for Rascal Design to offer you a service, respond to your enquiry, or fulfill your order, you provide me with personal data including but not limited to:

- your full name
- contact details such as email address and/or telephone number
- postal address
- the details of the item that you're ordering
- Your small business details
- Your social media handles

You may also choose to provide me with additional personal information. Generally, Rascal Design shouldn't require or request any more than information than what is listed here, however you are welcome to provide Rascal Design with extra info if you wish to do so, this is your choice.

## Why Rascal Design Needs Your Information and How It Is Used

Rascal Design relies on a number of legal bases to collect, use, and share your information, including:

As needed to provide its' services, such as using your information to fulfil your order, to settle disputes, or to provide customer support; when you have provided your affirmative consent, which you may withdraw at any time, if necessary to comply with a legal obligation or court order or in connection with a legal claim, such as retaining information about your purchases if required by tax law; and as necessary for the purpose of my legitimate interests, if those legitimate interests are not overridden by your rights or interests, such as 1) providing and improving my services. Rascal Design uses your information to provide the services you requested and in its' legitimate interest to improve its' services

## Information Sharing and Disclosure

Information about Rascal Design customers is important to the business. Rascal Design may share your personal information for very limited reasons and in limited circumstances, and only ever to fulfil business needs, as follows:

### Service providers

Rascal Design engages certain trusted third parties to perform functions and provide services to its online stores, for example Royal Mail. Rascal Design will share your personal information with these third parties, but only to the extent necessary to perform its services, such as displaying your name and postal address on your shipment parcel in order for Royal Mail to deliver your order to you, or displaying your business details on a business card in order for a printing service to print them.

### Business transfers

If Rascal Design sells or merges the business in future, Rascal Design may be required to disclose customer information as part of that transaction, only to the extent permitted by law.

### Compliance with laws

Rascal Design may collect, use, keep, and share your information if it has a good faith belief that it is reasonably necessary to: (a) respond to legal process or to government requests;(b) enforce agreements, terms and policies; (c) prevent, investigate, and address fraud and other illegal activity, security, or technical issues; or (d) protect the rights, property, and safety of customers, or others.

#### Data Retention

Rascal Design may retain your personal information, mostly electronically, only for as long as is necessary in line with business needs, i.e. to provide you with services and as described in this Privacy Policy. However, Rascal Design may also be required to retain this information for a fixed specified amount of time to comply with legal and regulatory obligations, to resolve disputes, and to enforce agreements.

#### Your Rights

You have a number of rights in relation to your personal information. While some of these rights apply generally, certain rights apply only in certain limited cases. These rights are as follows:

##### Access

You may have the right to access and receive a copy of the personal information Rascal Design holds about you by making contact using the contact information below.

##### Change, restrict, delete

You may also have rights to change, restrict the use of, or delete your personal information held by Rascal Design. Except in exceptional circumstances (like where Rascal Design t is required to store data for legal reasons), Rascal Design will generally delete your personal information upon request.

##### Object

You can object to (i) the processing of some of your information based on legitimate interests and (ii) receiving marketing messages from Rascal Design after providing your express consent to receive them. In such cases, Rascal Design will delete your personal information unless Rascal Design has compelling and legitimate grounds to continue using that information or if it is needed for legal reasons.

##### Complain

Rascal Design aims to directly resolve all complaints about the service. Please make contact as per below if you have any concerns. If the complaint relates specifically to your personal data, you also have the right to make this complaint with the Information Commissioner's Office, who can be contacted by post at: Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, Cheshire, SK9 5AF. By phone on 0303 123 1113 (local rate) or 01625 545 745. Visit their website for more information at – [www.ico.org.uk/concerns](http://www.ico.org.uk/concerns).

##### Contact

For purposes of Data Protection law, I, Rachael Kerr trading as Rascal Design, am the Data Controller of your personal information. If you have any questions or concerns regarding your personal data, you can contact via email at [hello@rascal.design](mailto:hello@rascal.design).