

Carpe Librum Book Design

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Terms & Conditions

These Terms & Conditions constitute an Agreement between CARPE LIBRUM BOOK DESIGN and you, the "Client".

OWNERSHIP OF ARTWORK & COVER DESIGN

- CARPE LIBRUM BOOK DESIGN is considered a FREELANCE contractor. Nothing contained in this Agreement creates an agency, partnership, joint venture, or employment relationship between the parties.
- CARPE LIBRUM BOOK DESIGN maintains full rights and ownership of all original artwork and cover design.
- Artwork, design, and concept -- including layout, image style, placement, and fonts -- may not be altered or recreated by anyone except CARPE LIBRUM BOOK DESIGN.
- Client must obtain the rights and permissions for use of photo(s) they provide.

LIMITED RIGHTS

- Upon receipt of final payment, the Client has limited, non-transferable rights to use cover for intended ebook, print book, promotional use, and giveaway items.
- Artwork and design may not be sold, reused, or used out of context. This includes prints and merchandise.

PRICING & PAYMENT

- Pricing is as listed on Carpe Librum Book Design's website at www.carpelibrumbookdesign.com. All prices are in U.S. Dollars.
- Prices are subject to change at any time and without warning. Price is only guaranteed upon receipt of deposit.
- Payment is to be made to via Paypal upon booking.
- A non-refundable deposit of 50% is required upon booking. Deposit is expected within 24 hours of booking, otherwise the project is considered cancelled.
- The balance is due within 7 days of the final invoice being sent.

ATTRIBUTION

- Credit in ebooks and print copies in the form of "Cover by Carpe Librum Book Design - www.carpelibrumbookdesign.com".

DELIVERY

- Final files without watermarks will be digitally sent to the Client once balance is paid in full.

TERMINATION

- Either CARPE LIBRUM BOOK DESIGN or the Client may terminate the project. Notice must be given by email at carpelibrumbookdesign@gmail.com.
- If Client cancels the project before work has started, no further expenses will be owed. If work has begun on the project, the remaining balance will be owed.
- In the event that CARPE LIBRUM BOOK DESIGN cancels the project before the work has started, the Client will receive a full refund. If work has begun on the project, CARPE LIBRUM BOOK DESIGN will refund the refundable 50% of the original invoice.
- If cover is not approved within 7 days of final proof being delivered, the project will be considered **terminated** and the remaining balance will be due.
- If the project is terminated for any reason, the files stay with CARPE LIBRUM BOOK DESIGN to be used or discarded at her discretion.

LIABILITY

- Client agrees to indemnify and hold harmless CARPE LIBRUM BOOK DESIGN from any and all copyright and permission infringement action resulting from materials Client provides.
- CARPE LIBRUM BOOK DESIGN is not liable for damages of any kind, including loss of revenues, profits, business, reputation, or data, in any way related to her services.
- CARPE LIBRUM BOOK DESIGN is not responsible for any claim, loss, or injury based on errors or inaccuracies once the cover has been approved.
- CARPE LIBRUM BOOK DESIGN is not responsible for missed deadlines due to Client's request for additional changes.
- Should CARPE LIBRUM BOOK DESIGN take longer to complete the project than originally indicated due to illness, family emergency, act of nature, etc., the Client will be contacted via email in order to agree upon a new project completion date.
- This Agreement shall be governed by, and construed in accordance with, the laws of the Province of Quebec, Canada.

CODE OF FAIR PRACTICE

- CARPE LIBRUM BOOK DESIGN acknowledges that to the best of her knowledge, the work prepared is an original creation and has not been previously published and/or consent to use has been obtained on an unlimited basis.

ACCEPTATION OF TERMS

Payment and acceptance of initial payment constitutes agreement to these Terms & Conditions.