PAYMENTS TERMS & CONDITIONS POLICY

Welcome to **Hatchling Den**. By commissioning design services or paying an invoice, you (the "Client") agree to be bound by the following terms and conditions.

1. Payment Structure & Deposit

- **Upfront Deposit:** A **non-refundable 20% deposit** of the total project quote is required to secure your booking and design slot.
- **Project Commencement:** No design work, research, or scheduling will begin until this 20% deposit has been paid and cleared in full.
- **Invoice Application:** This deposit is credited directly toward your final project invoice.

2. Final Payment & File Delivery

- **Remaining Balance:** The remaining **80% balance** is due **immediately upon project completion**.
- **Approval Process:** You will receive low-resolution or watermarked preview files for final review. High-resolution, production-ready, or source files will only be delivered *after* the remaining 80% balance is paid and cleared.
- **Late Fees:** Invoices left unpaid after **[7/14] days** from the completion date will incur a late payment fee of **[X]%** of the total invoice value per week.

3. Copyright & Intellectual Property Ownership

- **Retention of Rights: Hatchling Den** retains full legal ownership and copyright of all design concepts, drafts, and final files until the final 80% balance is paid in full.
- **Transfer of Rights:** Upon receipt of final payment, copyright ownership of the approved final artwork automatically transfers to the Client. All unused design concepts and drafts remain the exclusive property of the Designer.

4. Portfolio & Promotional Rights

- **Right to Document:** The Designer reserves the right to record, photograph, and document the design process, early concepts, and final outcomes.
- **Public Showcase:** The Client grants the Designer a royalty-free, permanent licence to display these visual assets, images, and videos across the Designer's website, social media channels, and digital portfolios for promotional and marketing purposes.
- **Confidentiality:** If your project involves confidential business information or a sensitive launch timeline, please notify the Designer in writing *before* work begins so a delayed-publication schedule can be agreed.

5. Project Cancellations & Pauses

- **Client Cancellation:** If the Client cancels the project after work has commenced, the 20% upfront deposit will be retained by the Designer as a "Kill Fee" to cover administrative overhead, research, and lost scheduling opportunities.
- **Project Pause:** If a project is put on hold or delayed by the Client for more than **[30] consecutive days**, the Designer reserves the right to issue a partial invoice for work completed to date and charge a restart fee to re-book the slot.

6. Anti-Fraud, Debt Recovery, and Community Alerts

- **Zero Tolerance for Fraud:** In the event of intentional non-payment, unauthorized usage of copyright-protected drafts, or fraudulent credit card chargebacks, the Designer will take immediate legal action to protect their business.
- **Intellectual Property Enforcement:** The Designer will file immediate DMCA copyright takedown notices to website hosts, domain registrars, and social media platforms to remove any design assets used without full payment.
- **Debt Reporting & Legal Action:** Unpaid accounts will be escalated to formal debt collection agencies and small claims courts. Fact-based details of the business transaction and non-payment may be reported to credit bureaus and fraud prevention authorities.
- **Industry Blacklisting:** The Designer reserves the right to document the factual, non-confidential events of a payment dispute as an educational case

study or industry warning. This includes sharing details within professional creative networks and updating internal industry blacklists to warn other service providers.
