We Dig Creativity

Client Engagement Policy: General

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This policy sets out how we work with clients: how an engagement begins, what we each commit to, what is and is not included, who owns what at the end, and what happens when something goes wrong. It is the standard we hold ourselves to. Where a signed agreement for your project says something different, that agreement wins. The short version of these terms that appears at the end of our onboarding briefs is drawn from this page.

General

How an engagement begins

It begins with a conversation about the outcome you want, not a feature list. We would rather understand what the work has to achieve than quote for a specification that may not get you there.

Your onboarding brief, a call and any material you send are the starting point. From them we put the scope in writing: what is included, what is not, what we need from you, what it costs, the rounds of revision included, and roughly when. Work starts when you have accepted that in writing and any deposit is settled. Nothing said in a meeting, a chat message or an email thread changes the agreed scope until it is written down and both sides have accepted it.

The usual order is a discovery call, then agreement of the scope, then payment of the deposit, then our onboarding form, then we set up your client portal and the way we will keep in touch (a WhatsApp group, calls or email, as you choose), then the work, with review meetings along the way and, where the project has one, a handover meeting at the end. How long a project runs depends on what it is: a flyer can take days, a website weeks, an app months. Your agreed scope says what applies to yours, and we never ask you to assume a length from another kind of job.

A brief is not a contract and a quote is not a promise of a date. The agreed scope document, together with this policy, is.

What we commit to

To tell you the truth about the work: when something we recommended has not worked, when a date is going to move, when a cheaper or smaller thing would serve you better, and when you do not need what you asked for.

To deliver to the agreed scope, at the standard the work is described at, and to keep you included as it happens rather than presenting a finished thing at the end.

To keep what we learn about your business confidential, and to treat any access you give us as yours, used only for the work and given up when it ends.

To be reachable, and to answer the same working day where we can.

To explain what you are paying for, in words, and to tell you before a cost is incurred that is not ours to absorb.

What we need from you

One person who can make decisions and give approvals. Projects slow down most often because feedback arrives from several directions and contradicts itself. The person you name on the brief is the one whose approval counts, and you can change them by telling us in writing.

Content, assets, access and answers when they are needed. Much of what we build cannot be finished around missing material, and waiting for it moves the delivery date rather than compressing the work.

Feedback within the window we agree at each review stage, which is normally five working days. If it does not arrive, the timeline moves by the same amount, and if a project is silent for thirty days we may pause it and reschedule when you are back.

That you have the right to give us what you give us. Copy, images, fonts, music, data and trademarks handed to us are used on the basis that you are entitled to use them, and you deal with any claim that you were not.

Access through each tool's own sharing settings, never by sending us a password.

Reviews and the handover meeting

Projects differ, so your agreed scope says how many review meetings there are, how long they run, how they are held and when the project closes. A flyer may have none and a website usually has a couple. A further review is new work unless the scope says otherwise.

Where a project has a handover meeting, we agree it with you in advance. It is held on Google Meet, Zoom or whichever method we agree, and it is recorded. We walk you through what was built and what it does, from the public pages to the admin area or content system if there is one, show you how to manage it, how to reach it and where things are, and answer your questions.

After the meeting we send a handover document with what you need to reach and run your project: links, the access details and logins we are handing over, webmail where it applies, the link to the recording, and instructions specific to your project. Keep the document safe and change the passwords in it. Once handover is done, looking after your passwords and your users is your responsibility.

The handover meeting is part of delivery. Where you cannot attend, tell us and we will rebook it once. If a handover is not completed within the time agreed for reasons that are yours, the work counts as delivered for payment and any warranty or review period starts, and we will still give you the document and the recording.

How a project closes depends on its kind. Some close at handover, such as a content-managed website, a flyer or a logo. Others have a testing and review period first, such as a web or mobile

app. The tab for your service says which.

Revisions and changes of mind

Every stage includes review and revision, for the number of rounds in the agreed scope. That is part of the work, not an extra. A round is one consolidated set of changes sent together from the approver.

A change of direction is different from a revision. Re-doing something already approved, or adding to the agreed scope, is new work: we will say so at the time, price it, and wait for your agreement before starting. We will not quietly absorb it and we will not quietly invoice for it.

Once a stage is approved in writing, going back to it is a change of direction. Some kinds of work have tighter limits on revisions than others. The tab for your service lists them, and your agreed scope wins if it says something different.

Timelines

Dates given at the start are estimates based on the scope as agreed and on material and feedback arriving when expected. We will tell you as soon as we know a date is at risk, with the reason and the new date, rather than at the point it is missed.

A date that you ask us to bring forward may need extra resource or a smaller scope. We will tell you which, and what it costs, before agreeing.

Fees and payment

Fees, the schedule and the currency are set out in the agreed scope. Projects normally start with a deposit, with the balance tied to stages or to delivery. Payment details are in our Payments and Refunds Policy.

Invoices are due within the period stated on them. Where payment is significantly overdue we may pause work, and we will tell you before we do rather than simply stopping. Dates move by the length of the pause.

Third-party costs such as domains, hosting, licences, stock, app store accounts and advertising spend are yours and are separate from our fees. We identify them before they are incurred. Where we pay one on your behalf, we invoice it at cost.

Who owns the work

On final payment, ownership of the final deliverables created specifically for you passes to you: the brand marks, the design files, the copy we wrote for you, and the custom code written for your project. Until then we keep the rights, and we may withhold final files.

Some things cannot pass, because they were never ours to give. Third-party components, open-source libraries, licensed fonts, music and stock images remain with their owners and reach you under their own licences, which we identify. Our own general tooling, internal libraries and working methods stay ours, and using them for you does not transfer them. We grant you a lasting licence to use anything of ours that is built into what we deliver, for the purpose it was

delivered.

Concepts that were presented and not selected remain ours, and we will not sell them as the same thing to a competitor of yours while your engagement is live.

A trademark is not made safe by good design. Registering a name or mark, and checking that it is free to use, is your responsibility. We can point you to someone who does it.

Acceptance and signing off

Work is accepted when your named approver says so in writing, when you use it for real, or fourteen days after we deliver it, whichever is first, unless within those days you tell us in writing what does not match the agreed scope. After that, a change is a change request, and a defect is dealt with under the warranty period.

Showing the work

Unless you ask us not to, we may show completed work in our portfolio and describe what it involved. If a project is confidential, or you would rather it were not shown, say so in writing and it will not be.

Confidentiality

What you tell us about your business stays with the people working on your project. This holds after the engagement ends. We will sign your non-disclosure agreement if you have one. Information that is already public, that you tell us we may share, or that the law requires us to disclose is not covered.

What we cannot promise

We do our work carefully and we do not promise a result. Rankings, traffic, enquiries, sales, followers, ad performance, and approval of an app by a store depend on people and platforms we do not control, and we never guarantee them.

Platforms, search engines, app stores and payment providers change their rules and their systems. When they do, we tell you and adjust the work, but the change is not our fault and not a defect.

Artificial intelligence can be wrong. Where a system we build or use produces text, decisions or advice, a person should check anything important before relying on it.

Where your product collects information about your own customers, you are responsible for using it lawfully and for the notices and consents your users are owed. We will build in what is agreed and tell you what we notice.

To the extent the law allows, our responsibility to you for any problem arising from an engagement is limited to the fees you paid us for the work in question, and we are not liable for loss of profit, revenue, business or data. Nothing here limits liability for fraud, for death or personal injury caused by negligence, or for anything that cannot lawfully be limited.

What you agree to cover us for

You agree to indemnify us, our team and our subcontractors, and to keep us indemnified, against any claim, demand, loss, damage, penalty, fine and reasonable cost, including reasonable legal fees, that arises from: (a) anything you give us or tell us to use, such as logos, names, pictures, fonts, music, text, data, code or access, including a claim that it infringes someone's rights or was not yours to give; (b) an instruction you give us or a decision you or your approver make against our advice; (c) how you or your customers use what we deliver, and your content, products, services, prices, claims or advertising; (d) your breach of a law, of a platform's rules or of a licence, including data protection, consumer protection, advertising, tax and trademark law; (e) personal information you collect, store or process through what we build or host for you; (f) your failure to pay a third party, renew a domain, a licence or a service, or to keep an account secure; (g) a change made to our work by you or anyone not acting for us; and (h) your breach of this policy.

We will tell you promptly about a claim and let you control its defence and settlement, as long as you do it reasonably and keep us informed, and we may take part with our own lawyers at our own cost. We will not admit liability or settle in a way that binds you without asking. You do not have to cover a loss that a court decides was caused by our own fraud or wilful default.

This promise carries on after the engagement ends.

People we work with

We may use freelancers, contractors and other companies to deliver your work. We are responsible to you for their work as if it were ours, and we keep them to the confidentiality in this policy. Tools and services we use, including AI tools, are used with care, and we do not feed your confidential material into a tool that would keep or learn from it without telling you.

Events outside our control

Neither of us is responsible for a delay or failure caused by something beyond reasonable control, such as power or network failure, a fault at a platform, hosting, email or payment provider, a change in law, government action, strike, fire, flood, epidemic or a cyber attack despite reasonable security. The affected dates move by the length of the event. If it lasts more than sixty days, either of us may end the engagement as set out below.

After launch

Delivery includes handover: the files, the access, and an explanation of how what we built works.

Software and websites need maintenance, and campaigns need running. Those are separate arrangements and we will tell you honestly which ones you actually need rather than selling a retainer by default.

Where we agreed a warranty period, defects in what we built are fixed within it at no charge. A defect means it does not do what we agreed it would. A new requirement, a change by a platform, or a change you or someone else made after delivery is not a defect.

Ending an engagement

Either side may end an engagement in writing. You pay for the work done and the costs committed up to that date, and we hand over what has been paid for, in the state it is in. Deposits are dealt with as set out in the Payments and Refunds Policy.

If we are the reason it has ended, we will not hold finished work you have already paid for.

Confidentiality, ownership, the limits above and anything else that by its nature carries on, carries on.

When something goes wrong

Tell us. Write to info@wedigcreativity.com or speak to whoever you have been dealing with, and we will respond within five working days with what we intend to do about it.

We would far rather fix a problem than have you live with it or hear about it from somebody else. Where we have got something wrong, we will say so plainly. If we cannot settle it by talking, either of us may involve a mediator before going further.

Governing law

Engagements are governed by the laws of the Federal Republic of Nigeria unless the signed agreement for your project says otherwise, and the Nigerian courts have jurisdiction. We will try to resolve any dispute by discussion before either side takes it further.

The legal small print

This policy and your agreed scope make up the whole agreement for your engagement. They replace anything said before, and if they conflict, the signed scope comes first, then this policy.

If a part of it is found unenforceable, the rest stays in force. Not enforcing something at a moment does not waive it. Neither of us may transfer the agreement without the other's written consent, except that we may pass it to a successor to our business.

Agreeing by email, by the client portal, by a signed document or by paying a deposit counts as agreeing in writing. A notice by email to the address on your account or brief reaches you when it is sent.

Nothing in this policy makes either of us the other's partner, agent or employee.

Anything that by its nature should carry on after the engagement, such as ownership, payment, confidentiality, the limits on what we promise and what you cover us for, does.

Who we deal with, and on whose authority

You promise that you have the authority to agree this policy and the scope, for yourself or for the business you represent. We may rely on instructions from your named approver and treat them as yours. If someone else at your business gives instructions that conflict, we follow the approver and tell you.

Advice we do not give

We are a creative and technical studio. We do not give legal, tax, accounting, financial, medical or regulatory advice, and what we write or build is not that advice. You are responsible for the licences, permits, registrations and approvals your business needs, and for following the laws that apply to what you sell and say, including advertising, consumer protection, data protection and tax. Where it matters, take advice from someone qualified. We can point you to one.

Access and credentials you give us

You are responsible for giving us access safely, through each tool's own sharing or team settings and never by sending a password in a group chat or an open email, and for removing access when the work ends. A loss caused by a password or key that was shared insecurely, kept in an open place, or used by your staff or someone you gave it to is yours.

Silent and abandoned projects

If we cannot get what we need from you for thirty days, we may pause the project, and the dates move. If it is silent for sixty days, we may close it. Money paid for work already done, and deposits that reserved our time, are not refunded. If you want to restart after a closure, we may need to re-quote and start from a new slot.

How long we keep your files

We keep project files for up to twelve months after a project closes, and may delete them after that. Keep your own copies of what we hand over, because we do not promise to store it forever.

Changes to this policy

A change to this page does not change an engagement already agreed. It applies to the next one, unless you accept it sooner.

Questions

Write to info@wedigcreativity.com. The current version of this policy is always at https://wedigcreativity.com/policies.