

Terms and Conditions

Valid for all services offered by Christian Heins, Freelance Web Accessibility Specialist.

Last update on July 17, 2025

Introduction

These Terms and Conditions ("Terms") govern all agreements between Christian Heins ("Service Partner") and the Client ("Client") concerning web accessibility auditing, consulting, facilitation, and inclusive web design (UX & UI).

By entering into an agreement, the Client accepts these Terms. They apply to all current and future collaborations unless explicitly superseded by a written agreement.

These Terms reflect fairness, clarity, and shared accountability between all parties.

1. Client Rights & Protections

A. Confidentiality

Both parties commit to handling all confidential or sensitive information responsibly and not disclosing it to third parties without written consent, unless required by law.

B. Data Protection

The Service Partner processes Client data in compliance with GDPR and other applicable data protection laws. Data is used exclusively for service delivery and business administration.

Details: christian-heins.de/privacy.

C. Revisions & Adjustments

- **Included:** Minor revisions totaling up to 30 minutes are included at no extra cost.
- **Extended Revisions:** Additional time is billed at the hourly base rate of €110 or handled as a new engagement.

All revision requests must be submitted within 5 business days of delivery unless otherwise arranged.

D. Satisfaction Commitment

If the Client is not satisfied with the final deliverables and communicates this in writing within **5 business days of delivery**:

- The Service Partner will revise or complete the work at no extra cost, provided that:
 - The issue reflects a clear mismatch with the defined scope
 - The Client has fulfilled collaboration and payment obligations
- If no reasonable solution is found within a mutually agreed timeframe, a partial or full refund may be issued at the discretion of the Service Partner.

Additional Conditions:

- **No Refunds After Use:** Once deliverables are used in production, implementation, or public channels, they are considered accepted.

- **Refunds Are Limited:** Refunds (partial or full) will never exceed the amount already paid by the Client.
- **Misuse of Refund Clause:** The Service Partner may reject refund requests that appear to be in bad faith, including:
 - Withholding feedback
 - Using the work before raising concerns
 - Refusing to cooperate on revisions

E. Dispute Resolution

Disputes will first be addressed through direct communication.

If unresolved, both parties agree to mediation in Norderstedt (Schleswig-Holstein).

If that fails, local courts in Norderstedt have jurisdiction.

F. Cancellation by Client

Clients may terminate the engagement with a 14-day written notice.

All completed work up to the cancellation date will be invoiced.

Refunds are not issued for completed strategy, research, design assets, or advisory time.

2. Operational Framework

A. Service Overview

Engagements are designed to help organisations improve digital accessibility and user-centred design. Services may include:

- Accessibility audits and pragmatic improvement plans
- Inclusive web design (UX & UI) for websites, shops, and digital products
- UX & accessibility facilitation for cross-functional teams

Services are available in English or German, remote or on-site.

Deliverables aim to meet relevant standards (e.g. EAA, WCAG) but do not constitute legal compliance statements unless explicitly agreed.

B. Scope & Adjustments

- **Initial Scope:** Defined by the selected service, written message (e.g. Email or Slack Message), or custom proposal.
- **Adjustments:** Must be confirmed in writing. New priorities or extra effort may lead to re-scoping or separate billing.
- **Out-of-Scope Work:** Billed at an hourly base rate of €110, unless otherwise agreed.

Strategic pivots or internal restructuring on the Client side do not affect the agreed terms, scope, or payment obligations unless both parties confirm revised conditions in writing.

C. Pricing Models

To ensure clarity and alignment, one of the following billing models applies:

- **Fixed Fee:** Requires a 50% upfront payment before onboarding.
- **Daily Rate:** Begins with one daily rate (€880) in advance, credited toward the final invoice.

For hourly work, the hourly base rate is **€110**. This reflects the Service Partner's experience in accessibility, inclusive UX, and implementation consulting. Alternate rates may apply in specific cases (e.g. non-profit projects, short-term pilots), by mutual agreement.

For engagements over €10,000, phased payment schedules may be proposed. The Service Partner is open to alternate structures but retains final say.

D. Invoicing & Payment

- **Fixed Projects:** 50% upfront, 50% at final delivery
- **Ongoing Engagements:** Invoiced monthly or per milestone
- **Payment Terms:** Due within 14 calendar days of invoice unless agreed otherwise
- **Late Payments:** May incur 5% monthly interest. Services may be paused until payment is received.

All invoices are issued in Euro (€) and include VAT as required by German law.

E. Deliverable Ownership

Ownership remains with the Service Partner until full payment is received.

After payment, the Client receives non-exclusive, project-specific usage rights.

Deliverables may not be reused, modified, or redistributed beyond the agreed scope without written approval. Broader use (e.g. across multiple teams, brands, or business units) may require prior approval and may involve a separate licensing agreement or additional fees.

F. Deliverable Types

Deliverables may include written reports, design files, accessibility audits, workshop materials, and internal documentation. Verbal consultations and implementation support are also billable unless agreed otherwise.

G. Liability Limitations

The Service Partner is not liable for:

- Delays caused by Client-side implementation or third-party dependencies
- Penalties due to partial implementation or misinterpreted recommendations

Total liability is capped at the amount invoiced for the engagement.

Liability for gross negligence or willful misconduct is not excluded.

The Service Partner's role is advisory unless explicitly contracted for implementation, legal, or compliance work.

H. Collaborations With Third Parties

For selected projects, the Service Partner may involve freelance collaborators (e.g. developers, writers). While their work is coordinated and reviewed, the Service Partner's liability is limited to the areas directly managed. The Client agrees the Service Partner is not liable for independent outcomes or legal issues related to subcontracted work unless caused by coordination negligence.

I. Service Partner's Right to Terminate

The Service Partner may terminate the engagement in cases of:

- Violation of these Terms
- Delayed or missed payments
- Misuse of provided recommendations or tools
- Repeated non-responsiveness or failure to collaborate

All completed work will be invoiced. Any granted usage rights are suspended until full payment is received.

J. Use in AI Systems

To protect the originality and intellectual property of the work from the Service Partner, the Client may not purposely upload, copy, or submit any part of the deliverables (including drafts, concepts, or final outputs) to generative AI platforms or machine learning systems for analysis, rewriting, optimisation, or training purposes. This includes tools such as ChatGPT, Claude, Gemini, Grok, Copilot, or similar services — whether public, private, or internal. Uploading deliverables to such platforms, even for internal use, is considered a violation of these Terms.

This clause is not intended to block the general use of AI tools in day-to-day workflows, but to ensure that original work from the Service Partner is not processed, reused, or extracted by third-party systems in ways that go beyond the agreed engagement and the control of both contracting parties. Exceptions may be granted upon written request.

3. Legal Details & Contact

A. Governing Law

All collaborations are governed by the laws of Germany, regardless of the Client's location.

Jurisdiction: Norderstedt, Schleswig-Holstein.

B. Force Majeure

The Service Partner is not liable for delays or disruptions caused by factors beyond control, including but not limited to illness, natural disasters, power outages, or governmental actions.

C. Temporary Unavailability

In the event of illness or other short-term unavailability, the Service Partner will inform the Client promptly and propose revised timelines. Such delays do not entitle the Client to termination or compensation if rescheduling is reasonable.

If unavailability exceeds 14 calendar days and affects key milestones, both parties may negotiate suspension, adjusted scope, or early termination on fair terms.

D. Indemnification

The Client agrees to indemnify and hold the Service Partner harmless from claims or damages arising from the use or misuse of deliverables, especially when used outside their intended context or without support.

E. Changes to These Terms

These Terms may be updated periodically. Clients in active engagements will be notified of material changes and may raise concerns within 14 calendar days.

Continued collaboration implies acceptance.

F. Portfolio Reference

Unless otherwise agreed in writing, the Service Partner may reference the Client's name, logo, and general project description (excluding confidential data) in their portfolio or client list.

Clients may opt out with written notice.

G. Legal Entity & Contact

Christian Heins, Freelance Web Accessibility Specialist
Pellwormstraße 29, 22846 Norderstedt (SH), Germany
kontakt@christian-heins.de – www.christian-heins.de