



JamieKing.co.uk Web & Graphic Design - Terms and Conditions

Revised: 01 February 2008

(Please ensure that you read and understand these conditions.)

- Contract:** The instruction for work to commence and the payment of the required deposit by The client constitutes a contractual agreement between The client and JamieKing.co.uk.
The instruction for work to commence and payment of the required deposit indicates The client has read and agreed to these Terms of Business stated in this documentation.
- Intellectual Copyright:** JamieKing.co.uk will hold intellectual copyright of any material, including any source code and original images created for the client until payment of the final invoice. At this time we will transfer this intellectual copyright to the client.
- Clients Responsibilities with Regard to Copyright:** In situations where the client provides images, text, animations or any other content for their website they are legally responsible for ensuring that this material does not infringe any copyright.
Photographs taken by JamieKing.co.uk remain the copyright of JamieKing.co.uk until payment of the final invoice is made.
Images used from photo stock agencies come with their own respective copyright documentation. Please refer to this for further information.
- Domain Name Registration:** All clients are responsible for registering their own domain names and web hosting. It is my policy not to get involved in the purchase and registration process of domain names and web hosting, this way the client remains in control of their website at all times.
- Search Engine Promotion and Internet Marketing:** Unless otherwise stated in the Project Brief JamieKing.co.uk will setup your web site for optimum search engine performance and submit the web site to the major search engines.
Further and continued internet marketing and search engine performance tracking are agreeable under a Web Site Management contract.
- Supplying Content and the consequences for delays in doing so:** All written content, images, photos, graphics and logos should be supplied at time of deposit and agreement to commence with the Project.
Failure to do so delays the progress of design and setup; therefore any estimated completion date becomes invalid.
In reality gathering all content isn't as straight forward as liked above, however if delays incur and our cash flow requires it, we will bill you for all work to date and then re-commence work when content is supplied. As a result you will be billed then for the remaining amount quoted. However from experience, any project that 'staggers' usually goes over it's quoted hours which are then billed accordingly. [See Quotations 11. for additional terms.]
- Mock Designs:** Mock and alternative designs are only supplied at an hourly rate, separate to any Project quotation if agreed by The client. Presentation of mock and alternative designs better suites larger Projects [in excess of £1000] where options are required before a final decision is made.
* Our designers are exceptional and more than confident of delivering high quality results; it helps if you specify clearly any colour schemes or layouts you'd like for your Project.
- Proofing:** Clients are responsible for final proofing of artwork and web designs. We check all our artwork and web designs before publishing, but clients are responsible for final proofing. JamieKing.co.uk cannot be held liable for any errors found after The client has approved artwork for print or a web design for publishing.

9. **Accreditations:** On all graphic and web design work JamieKing.co.uk reserves the right to credit work to JamieKing.co.uk Web & Graphic Design with the inclusion of the company logo. The non-crediting of design work by JamieKing.co.uk is only available at the request of the client and agreement with JamieKing.co.uk and chargeable at a Accreditation removal fee of £50.00.

The client agrees that unauthorised removal of accreditations on designs such as web sites will automatically impose the Accreditation removal fee, charged at £50.00.

Should JamieKing.co.uk fail to include accreditations in completed artwork or designs The client is not viable for an Accreditation removal fee.

10. **Travel Time and Expenses:** Travelling time to and from client premises is not generally included in our quotations. Meetings prior to the agreement for work to commence are not chargeable to a maximum of two per client/business.

Travel expenses are charged at a rate of £0.45p per mile.

Time is charged per hour at our hourly rate, with the first hour a minimum of £25.00.

Time is charged from departure of our offices to return to our offices. [Unfortunately due to the size of our business time is money]

11. **Quotations:** The price quoted to a client is for the cost to complete the Project set out. Minor tweaks and changes are allowable at no extra cost but major changes to a design or project brief, or the delay in supplying of content may force us to exceed our quoted hours and therefore you will be billed for the additional hours work accordingly. Quotes are valid for 30 days.

12. **Deposit:** A deposit of 25% of the total cost of the project is required before work can commence. After work commences this is non-refundable. [See 15. Cancellation]

13. **Payment options:** Payment is currently accepted by cheque or bankers draft in UK Pounds Sterling, unless otherwise agreed. If your cheque is returned by the bank as unpaid for any reason, you will be liable for a "returned cheque" charge of £25.

14. **Payment Due Dates:** Invoices are usually due 14 days after their issue date. See invoice for their respective due dates. Due to the size of our business cash flow is paramount and therefore late payments result in large additional charges and firm action. [See invoice for their respective interest rates on late payments]

15. **Cancellation:** Should The client wish to terminate the contract at any time they may do so but will forfeit their deposit paid and will be liable to pay for the hours already worked on the project at the Standard hourly rate, minus the deposit amount which would have covered the first 25% of hours worked.

All uncompleted designs remain the copyright of JamieKing.co.uk, as a result we will not forward you any uncompleted designs.

16. **Web Design Warrantee:** JamieKing.co.uk will fix and correct any errors or technical problems with The clients website within a one year period from the completion date free of charge unless The client or any other 3rd party not working for JamieKing.co.uk has not accessed, updated, edited, or removed any of the original website files. Such case would invalid this warrantee and The client will be billed her hour to rectify the problem.

JamieKing.co.uk is also not viable for any errors caused by The clients hosting company.

Should The clients web site hosting service expire and the web site design require re-uploading this will be charged at our standard hourly rate.

Notes:

Should JamieKing.co.uk waive any of these terms on an individual basis, this shall not affect the validity of remaining clauses or commit JamieKing.co.uk to waive the same clause on any other occasion.

By agreeing to these terms and conditions your statutory rights are not affected.

JamieKing.co.uk reserves the right to change or modify any of these terms or conditions at any time. Should clarification of any of the above be required please contact us.