



Jamie King Media - Terms of Business

Revised: 01 October 2011 – v1.4

(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 Jamie King Media. **The instruction for work to commence and payment of the required deposit indicates the client has read and agreed to the Terms of Business outlined in this documentation.**
- Intellectual Copyright:** Jamie King Media will hold intellectual copyright of any material, including any source code and photography created for the client, until payment of the final invoice is made. At this time we will transfer the intellectual copyright to the client. Copyright of stock imagery used in web or graphic designs are represented by their own respective copyright notices and intellectual copyright.
- Publishing, Print & Digital Supply;** Websites, website updates, graphic designs & photography are only published to the Internet / submitted to print / supplied to the client once the final invoice is paid.
- Client Responsibilities with Regard to Copyright:** In situations where clients provide images, text, animations or any other content for their website or media publication(s) they are legally responsible for ensuring that this material does not infringe any copyright laws. Photographs taken by Jamie King Media remain the copyright of Jamie King Media until payment of the final invoice is made.
- Office Hours:** Normal office hours apply Monday to Friday. Requested Saturday hours are charged at time and a half. Requested Sunday hours are charged at double time. Requested work after 8pm is also charged at double time.
Requested hours apply when the client specifically requests for work to be done inside these hours/days.
- Mock and Draft Designs:** Any mock / draft designs supplied to the client by Jamie King Media remain the intellectual copyright of Jamie King Media. We reserve the right to use any un-used mocks / drafts in our portfolio and or in other design projects.
- 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. Jamie King Media cannot be held liable for any errors found after the client has approved artwork for print or a web design for publishing.
If in doubt we suggest using a professional proof reader.
- Accreditations:** On all graphic and web design work Jamie King Media reserves the right to credit work to Jamie King Media with the inclusion of the company logo. Clients can request the exclusion of credits with prior agreement with Jamie King Media. Credit exclusions are chargeable at £10.00 per media design.
Some media types are excluded from design crediting, such as business stationary and or media types that such crediting would be deemed inappropriate.
The client agrees that unauthorised removal of credits on designs such as websites will automatically impose the credit exclusion fee, charged at £50.00.
Should Jamie King Media fail to include accreditations in completed artwork or designs the client is not liable for a credit exclusion fee.
- 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 meetings per client/business.
Travel expenses are charged at a rate of £0.50 per mile.
Time is charged per hour, with the first hour charged at a minimum of £30.00.

10. **Quotations:** The price quoted to a client is for the cost to complete the project as detailed in the quotation. Major changes to a design or project brief, or the delay in supplying of content, may force us to exceed our quoted hours. In this instance, clients will be billed accordingly for the additional hours worked. We shall however try our best to advise you in advance if this is the case. Quotes are valid for 30 days.
11. **Deposit:** A deposit of 50% of the total cost of the project is required before work can commence. After work commences this is non-refundable.
12. **Payment options:** Payment is currently accepted by cheque or bankers draft in UK Pounds Sterling, unless otherwise agreed. Returned cheques are deemed as non payment and may begin to incur late payment charges as detailed on the related invoice. See invoice for exact terms.
13. **Payment Due Dates:** Invoices are 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.]
14. **Cancellation:** The client may terminate the contract at any point but in doing so will forfeit the deposit. In instances where deposits were not requested and formal agreement to these terms of business were respected Jamie King Media reverses the right to charge for any hours worked at their hourly rate.
All uncompleted designs remain the copyright of Jamie King Media and remain the intellectual copyright of Jamie King Media.
15. **Additional Terms:** Where applicable we may impose additional terms and conditions individually respective of the media design/project concerned. These additional terms if any will be detailed in the quotation supplied for the media design/project concerned. Such terms are usually a detailing of the services being supplied and outline our obligations.

Notes:

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

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

Jamie King Media reserves the right to change or modify any of these terms or conditions at any time. Should clarification of any of the above points be required please contact us.