



JAMIE KING.CO.UK

PROFESSIONAL WEB & GRAPHIC DESIGN

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

Revised: 01 February 2009 – v1.2

(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 the Terms of Business outlined 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 the intellectual copyright to the client.
- 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 JamieKing.co.uk remain the copyright of JamieKing.co.uk until payment of the final invoice is made.
- Office Hours:** Normal office hours apply Monday to Friday from 9am up to 8pm.
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.
- Domain Name Registration:** All clients are responsible for registering their own domain names and web hosting. Equally they are responsible for domain name and web hosting renewals. [Also see .17]
- Search Engine Promotion and Internet Marketing:** Unless otherwise stated in the Project Brief JamieKing.co.uk will setup your website for optimum search engine performance and submit the website to the major search engines.
Further and continued internet marketing and search engine performance tracking are agreeable under a Website 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.
Jamieking.co.uk understands that gathering all content is not always a quick process. However, if delays occur 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 then be billed for the remaining amount quoted. From experience, any project that 'staggers' usually goes over the quoted hours which are then billed accordingly. [See Quotations 12. for additional terms.]
- Mock Designs:** Mock and alternative designs can be supplied before a final design is chosen, time will be charged accordingly.
- 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.
If in doubt we suggest using a professional proof reader.

10. **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. Clients can request the removal of credits on agreement with JamieKing.co.uk and chargeable at an Accreditation removal fee of £50.00.
The client agrees that unauthorised removal of accreditations on designs such as websites 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.
11. **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 £0.40 per mile.
Time is charged per hour, with the first hour charged at a minimum of £25.00.
Time is charged from the time of departure to the time of return to our offices.
[Unfortunately due to the size of our business time is money]
12. **Quotations:** The price quoted to a client is for the cost to complete the project. Minor tweaks and changes are allowable at no extra cost. 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, you will be billed accordingly for the additional hours worked.
Quotes are valid for 30 days.
13. **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 16. Cancellation]
14. **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.
15. **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.]
16. **Cancellation:** The client may terminate the contract at any point but in doing so will forfeit the deposit. The client 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 and will be deleted 60 days after cancellation. Uncompleted designs will not be forwarded to clients.
17. **Web Design Warrantee:** JamieKing.co.uk will fix and correct any errors or technical problems with the client's website within a one year period from the completion date. This will be free of charge unless the client or any other third party not working for JamieKing.co.uk has accessed, updated, edited, or removed any of the original website files. Such a case would invalidate this warrantee and the client will be billed per hour to rectify the problem.
Use of Adobe's Contribute software also invalidates website warrantees, even if the site was built to use this software. JamieKing.co.uk is also not viable for any errors caused by the clients hosting company. If the client's website hosting service expires and the website design requires 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 points be required please contact us.