



Jamie King Media - Terms of Business & Services

Revised: 22nd September 2015 – v1.8

(These terms of business and services cover the conditions of working with JKM as a customer or client and details specific terms for the supply of services.

Please ensure that you read and understand these conditions.)

Sections:

- Business Terms
- Financial Terms & Charges
- Creative Media Terms
- Data Storage Policy
- Service Specific Terms
 - Website Design Terms
 - Website Management Terms
 - Web Hosting Terms
- Additional Terms
- Disclaimer and Wavier

Abbreviations

JKM: Means Jamie King Media.

Client: Means the customer / the client.

1. Business terms

1. **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 JKM.
The instruction for work to commence and / or payment of the required deposit indicates the client has read and agreed to the Terms of Business outlined in this documentation.
2. **Start date of works:** Work on projects will commence within 14 working days from the date the required deposit is paid and cleared unless a prior agreement exists.
3. **Agreement of delivery:** Acceptance of agreements and deposits by JKM constitutes their agreement to deliver the outlined project subject to these 'terms of business & services' and compliance of these terms by the acting client. This does not include customer satisfaction.
4. **Delivery schedule:** All projects are scheduled into existing time tables. JKM agrees to deliver the finished project by either the scheduled / estimated or agreed date of delivery subject to any disclaimers / waiver's as within. No compensations in financial or services are offered for projects completed after scheduled delivery dates. Any delays resulting from the customer through actions / non-actions will more than likely extend delivery dates. As such JKM offers no compensations for delays arising from such circumstances but will always seek to achieve agreed delivery dates and keep the customer informed on any such alterations required.
5. **Customer satisfaction:** Should the client be unsatisfied with the final media the project can be cancelled. Paid deposits are forfeited. Balances remaining will not be due.
Intellectual copyright of final artwork / source code / images will remain with JKM as per 'Intellectual copyright' terms as within.
Alternatively the project can be revised in order to rectify any dissatisfaction the client has and bring the project to a satisfactory state within the original project scope and quoted hours.
Overtime charges might apply if revisions take the project beyond the originally quoted hours.
Payment of any final balance assumes the client is satisfied with the state of the project.
6. **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 JKM reverses the right to charge for any hours worked at their hourly rate.
All uncompleted designs remain the intellectual copyright of JKM as per the 'Intellectual Copyright' terms as within.

7. **Office hours:** Normal office hours apply Monday to Friday, 9am until 5pm. These are the scheduled working days and hours of work. Hours outside of these times are defined as Out Of Hours.
8. **Priority request:** Priority requests are available to customers who require urgent work that needs to take priority over previously scheduled work. Such requests are charged at a 'priority request rate' (See Financial terms & charges). The number of available priority requests per working week / month are limited in number.
9. **Out of hours;** is available to customers who at their request require urgent work to be done over a weekend (Saturdays or Sundays) or is outside of normal office hours. Such overtime is charged at an 'Out of hours rate' (See Financial terms & charges).

2. Financial terms & charges

1. **Quotations:** The price quoted to a client is for the cost to complete the project as detailed in the quotation. Alterations or adverse changes to a project brief may result in overtime being charged. Quotes are valid for the number of days stated on the quotation.
2. **Deposit:** A deposit of 50% of the total cost of the project is required before work can commence. On occasions alternative deposit amounts are scheduled. After work commences this is non-refundable.
3. **Payment options:** Payment is currently accepted by bankers draft in UK Pounds Sterling, cheque or cash 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 terms for details.
4. **Payment due dates:** Invoices are due by the due dates stated on them. Late payments are subject to interest charges and service suspension where applicable, see invoice terms for details.
5. **Representative customer:** Invoices are made out to the customer on a business by business basis.
6. **Call outs and meeting charges:** Time is recorded per hour from the departure of our offices up until our return and includes the time during the meeting / call out. Some exclusion's apply, which are detailed here within.
Exclusions:
 - Complimentary consultations for prospects / new customers.
 - Pre-scheduled meetings that were quoted for or included in a project quote.
 - Parts required or supplied as part of the service call out will be charged separately.
7. **Hourly rate (Standard):** The current hourly rate for non quoted projects is £35.00 per hour. Consecutive hours are charged at the same rate; such consecutive hours are subject to a 10% time allowance wavier before becoming chargeable.
8. **Hourly rate (Priority request):** Is charged at time and a half per hour. = £Hourly rate + 50% of hourly rate, per hour.
9. **Hourly rate (Out of hours):** Is charged at double time per hour. = £Hourly rate + 100% of hourly rate, per hour. Out of hours are any hours outside normal office hours.
10. **Minimum charges:** The minimum charge for any works is 1(one) hour at the current hourly rate. Open time sheet agreements are no longer available.
11. **Overtime for Quoted works:** Overtime is charged at the standard Hourly rate. The first 15% of overtime, based on the overall quoted hours, is not chargeable & acts as a 'efficiency buffer'. All time remaining after this is chargeable under normal hourly rate conditions.

3. Creative media terms

1. **Intellectual copyright:** JKM 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.
2. **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 JKM remain the copyright of JKM until payment of the final invoice is made.

3. **Mock and draft designs:** Any mock / draft designs supplied to the client by JKM remain the intellectual copyright of JKM. We reserve the right to use any un-used mocks / drafts in our portfolio and or in other design projects.
4. **Accreditations:** On all graphic and web design work JKM reserves the right to credit work to JKM with the inclusion of the company logo and / or worded statement / hyperlink where seen fit, limited to 1 x logo and 2 x text / hyperlink statements. Clients can request the exclusion of credits with prior agreement with JKM. Credit exclusions are chargeable at £10.00 per media design.
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 JKM fail to include accreditations in completed artwork or designs the client is not liable for a credit exclusion fee.
5. **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. JKM cannot be held liable for any errors found after the client has approved artwork for print or a web design for publishing.
6. **Publishing, print & digital supply;** Final artwork / source code / images are only published to the Internet / submitted to print / supplied to the client once the final invoice is paid.

4. Data storage policy

1. **Data storage:** JKM stores final client artwork / source code / images for a sufficient period preceding the completion of the project and up to a point when the project is deemed dormant. Dormant artwork / source code / images are catalogued and archived for a period of 5 years.
2. **Client supply:** Clients can request original artwork / source code / images to be supplied to them electronically, though they accept responsibility for the safe keeping of media files from that time and beyond any archive period detailed above.
3. **Supporting files:** Supporting files, used for the creation of any project(s) are deleted when the project is deemed dormant and therefore JKM holds no liability or responsibility to store such media files on their system(s). This excludes any photography work undertaken by JKM and thus such image files will be catalogued and archived as normal.
4. **Backup liability:** JKM takes appropriate precautions and practices to backup client artwork / source code / images through a range of backup and archive systems. JKM offers no guarantee or warranty for projects neither deemed dormant nor past any archiving period detailed above.
5. **Wavier:** In the event of an act of god or circumstances beyond their control, and ensuring all precautionary practices were followed, JKM holds no liability for the safe keeping or backup of client original artwork / source code / images nor the responsibility to re-create any such media files without fees.

5. Service specific terms

Website design terms

1. **Website warranty:** Websites come with a one month warranty from the published date to ensure system establishment and foundation. Any errors, defects, changes or minor additions are made without charge.

Website management terms

2. **Management plan terms:** Website management agreements abide to a 'website management plan terms and conditions' as well as the conditions here within. Reference your agreement for details.

Client web hosting terms

1. **Managed services:** Web hosting, domain hosting and email hosting services are provided to clients as a 'managed hosting service' by JKM. Clients will have limited access and control to their allocated hosting

space and services. All server side administration tasks (including cPanel access) and email account creation will be managed by JKM.

2. **Email storage:** Clients are responsible to ensure their pop3 / imap email account(s) storage spaces do not exceed their quotas.
3. **Payment of charges:** Service charges are to be paid by the due date stated on the invoice. Late or non payment of service renewal charges will lead to termination of any and all services contracted.
4. **Domain cancellation:** JKM reserves the right to cancel any domain services following the non payment of service charges by their due date and in turn allow those domain names to expire and follow the industry standard process for those domain names to become publicly available for purchase.
5. **Transferring away:** Customers wishing to transfer their domain names away will need to submit a formal request and pay the following fees accordingly to their domain extension and number of domains.
Transfer fees are: Per **.co.uk** domain = £0.00 | Per **.com / .org** domain = £0.00.
Unless the domain(s) in question have been with us for less than 2 years, then the following fees apply;
per **.co.uk** domain = £16.00 | per **.com / .org** domain = £16.00.
These fees do not include email backup, website backup / download or restoration on new hosting platforms. Such services are available at an hourly rate subject to rates applied when required.
All contracted services must be current and paid for prior to a transfer request commencing.
6. **Transferring away client responsibilities :** Clients are responsible for ensuring that all email messages are downloaded or backed up from the server prior to a transfer away.
The above fees do not include email backup / restoration, website backup / download / re-upload or database re-population on new hosting platforms. Such services are available at an hourly rate subject to rates applied when required.
7. **Uptime of services:** JKM does not guarantee an uptime on services as such guarantees are set by their service provider(s).
8. **Open source solutions:** Clients using an open source content management system, such as Wordpress or Opencart are responsible for the security and function of any such installation unless a 'Website Management' agreement is in place which undertakes the maintenance of securities and functions within the installation.
9. **User error downtime:** JKM is not liable for website downtime caused by user installation of plug-ins / modules / add-ons, hacking, user editing, or third party involvement. Any time required to rectify any such downtime is chargeable unless it falls within the website warranty period or a 'Website Management' agreement is in place which undertakes such circumstances and eventualities.

6. Additional terms

1. 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.

7. Disclaimer and wavier

1. **Wavier of terms:** Should JKM waive any of these terms on an individual basis, this shall not affect the validity of remaining clauses or commit JKM to waive the same clause on any other occasion.
By agreeing to these terms and conditions your statutory rights are not affected.
JKM 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.
2. **Delivery date extension:** In circumstances and / or eventualities beyond our control JKM reverses the right to extend delivery dates if required. This includes situations such as system crashes, data loss, power failure, loss of Internet access, acts of god.
3. **Holidays:** Where applicable JKM reserves the right to extend project delivery dates, scheduled website updates and meetings during times of scheduled holidays without limitation to family emergencies. Any such pre-scheduled holiday plans are taken into account when setting project delivery dates where applicable.