



Jamie King

## Service(s) Agreement Terms and Conditions

Revised: 4<sup>th</sup> January 2022 – v2.0

### Interpretation

- **The supplier:** is Jamie King.
- **The client:** is the person or organisation, to which the supplier supplies goods or services.
- **Agreement:** is this agreement document and the terms and conditions as set out within.
- **Quotation:** is a formal quotation and break down of costs as issued by the supplier to the client.
- **Schedule of work:** is the detailed schedule of work, defining the scope and requirements of the work being undertaken by the supplier.
- **Contractors/freelancers:** are any third party contractors, agencies, freelancers or professionals working on behalf of the supplier in relation to the delivery of the agreement.
- **Deliverables:** are the quantifiable goods or services that need to be provided at the various steps of a project as well as at the end of a project. These could be either/both tangible or intangible in nature.
- **Works:** are the digital media designs/assets/materials being created under this agreement by the supplier.
- **Service specific terms:** are additional terms to this agreement, that are specific to a particular service and will form part of the greater agreement where applicable – supplied and available as separate documents.

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This document forms the agreement between the supplier and the client under the terms and conditions detailed below. Unless otherwise stated and detailed in additional service specific terms documentation, the following terms apply to all products and services supplied by the supplier and his/her third party contractors/freelancers, in conjunction with any quotation and schedule of work provided to the client. Acceptance of a quote, payment of a deposit request or use of products / services supplied shall be considered acceptance of these terms. Any alteration or deviation of these terms must be agreed in writing by the supplier and the client.

#### 1. General terms

1. The client is aware that when working with the supplier under this agreement and/or casually, the following policies and procedures are in place and apply;
  1. The suppliers privacy policy, which is available at [jamieking.co.uk](http://jamieking.co.uk) and sets-out the procedures used for the processing of personal data under the data protection act and GDPR for the purpose of this agreement and/or the supply of products/services/communications/marketing by the supplier.
  2. The suppliers mental health policy, which is available at [jamieking.co.uk](http://jamieking.co.uk) and sets-out the suppliers and clients obligations to support the mental health of their respective employees/workers, including contractors/freelancers and clients.

#### 2. Quotations, schedule of work and non-quoted work

1. Quotes and schedules issued by the supplier are valid for 30 days from date of issue, subsequently, they may be amended or withdrawn.
2. Unless otherwise stated in writing, the deliverables of the agreement are limited to those specified in the respective quotation and schedule. The client will be liable for any additional expenses not previously defined, incurred by the supplier, and/or his/her third party contractors, in the pursuance and delivery of the agreement, including but not limited to additional hours worked outside of those allocated in the quotation and schedule, extra features requested, substantial changes resulting from significant changes to project scope, meetings, travel, accommodation, communications, delivery, subsistence, out-of-pocket expenses incurred and professional attendance.
3. Unless otherwise defined in a quotation and/or schedule, additional costs for third party software, stock image/video/illustration licensing, subscriptions, metered services, templates, hosting services, domain names, email services, SSL services, printed media or other third party products/services required in pursuance of this agreement will be billed separately in advance to the client.
4. Estimates supplied verbally, by email, digital messaging or by printed media, and that do not form part of a formal quotation, will subsequently be treated as an estimation to the cost / delivery timescale of any proposed project. The supplier is not obliged or obligated to deliver products or services to the cost of / timescale of any estimate previously provided.
5. Errors in quotes, schedules, price lists, invoice, literature or advertising of the supplier are subject to correction without liability to the supplier, and/or his/her third party contractors.
6. The client is responsible for ensuring the accuracy of any quotation and schedule issued, as well as the accuracy and completeness of these terms for their needs.
7. Non quoted work that is contracted by a deposit/full payment and/or informal agreement verbally, by email, digital messaging or by printed media will be billed at standard hourly rates. Full payment is required before deliverables are delivered to the client.

8. The supplier has the right to subcontract any part of the works of this agreement, in part or whole to subcontractors / freelancers as seen fit in order to fulfil their obligations under this agreement.

### 3. Charges, prices and payments

1. Hourly rates are defined in the current price list and may change at any time without notice. A current price list is available upon request.
2. Charges are made against each full hour of work, or any part of and rounded up to the nearest full hour. Small works taking less than 30 minutes in full will be billed at an exclusive 'one-off half hourly rate', at a rate set in the current price list. A minimum charge applies to all billing and is set in the current price list.
3. Unless otherwise stated in a quotation or invoice, a 50% non-refundable deposit is required before commencing work on a project and payment of such is deemed agreement to the terms of this agreement in whole.
4. Unless otherwise stated in a quotation or invoice, remaining balances for quoted or non-quoted work are due on completion of works and before any deliverables are delivered to the client / published online.
5. Deposits for projects without a formal quotation will be requested at a variable amount between 25% and 100% and will be required before the commencement of work.
6. The supplier is not obliged or obligated to undertake any works, that the client may have requested, including scheduling of any such works into the diary, where the client has not paid a deposit for that work to commence/to be scheduled into the diary. All requested work require a form of financial payment in advance as a commitment to the suppliers schedule, unless otherwise agreed in writing. The supplier reserves the right to decline requested work and/or prioritise work for clients that have paid a deposit payment.
7. Invoices are strictly due by the date specified on the invoice, unless otherwise stated this is typically 7 days from the date of issue.
8. The client is made aware that the timely settlement of invoices is essential to the operational effectiveness and work scheduling of the supplier and that delays in settlement may cause disruption or delays to the delivery of works relating to this agreement and/or suspension of services, whether temporary or permanent.
9. Outstanding invoices of 30 days or more will be considered in default.
10. If the client is in default, the supplier reserves the right to withhold all project deliverables, as well as copyright of all works / suspend services (including but not limited to the suspension of websites, email, SSL and domain names), until such a time all invoices due are settled in full.
11. Outstanding invoices of 60 days or more will be passed to a third party debt collection agency for recovery. The supplier reserves the right to proceed with court action for balances unpaid.
12. No further work / new work will be carried out for the client by the supplier, if the client is in default, until such a time any outstanding balances are settled in full.
13. Should the supplier be unable to complete work by an agreed date due to reasons outside of its control, including but not limited to delays in proofing, sign-off or delivery of required media content, the supplier reserves the right to invoice the client for work completed up to that date or any remaining balance due for quoted projects.

### 4. Termination of agreement and/or services

1. Termination of this agreement, and/or services provided by the supplier must be requested in a written notice by the client and will be effective on receipt of such notice. The client will be liable and invoiced for any work completed up to the date when the notice of termination is received. The suppliers [3. Charges, prices and payments], [4. Termination of agreement and/or services] and [5. Refund policy] clauses under this agreement will still apply respectively.
2. This agreement may be terminated upon either party giving notice to the other party if that party breaches any term of the agreement, or is made bankrupt; enters into any arrangement or composition with creditors, enters comparable insolvency procedure in any jurisdiction, is petitioned for winding up or for an administration order to be made against it, has a receiver, manager, or administrative receiver appointed over, all or any part of its assets.
3. In the result of agreement termination or cancellation by either party, in relation to this agreement or other services supplied, the supplier reserves the right to;
  1. Retain all copyright of all works obtaining to the agreement of agreement.
  2. Where appropriate freely use any created media under the agreement (including but not limited to artwork, designs, source code, graphics, photos, illustrations, literature, data, online accounts) at their discretion, including for re-sale or new and future projects.
  3. Cancel and/or suspend any active services provided to the client, including but not limited to the suspension of websites, email, SSL and domain names at the time the notice of termination is received.

### 5. Refund policy

1. All deposit payments and payments made for services, including but not limited to website hosting, email hosting, SSL and domain name services are non-refundable.
2. Where any deliverables have been received by the client, any payments made are non-refundable, additionally any outstanding balances will become due and will also be non-refundable.
3. Payments made for fees paid in advance, setup fees, third party contractor/freelancer fees or for reimbursement of incurred costs by the supplier in the pursuance of this agreement/project are non-refundable.

### 6. Client responsibilities

1. The client is required, in a timely manor to supply any content, media, graphics, logos or files required by the supplier for the pursuance of this contact and/or project/work requested. Delays to the, or failure to supply such material may result in the termination of this agreement and any fees due under this agreement becoming due.
2. Text content should be supplied in either pdf, word document or email message format, clearly labelled by page/section required and proofed by the client before submission.

### 7. Proofing of works

1. The client will appoint and make available a designated person(s) to act as the main point of contact and decision maker for the purpose and length of this agreement. Additionally, should the appointed person be on annual leave, leave the business, the client shall appoint a new designated person for the purpose and remainder of this agreement.
2. The client is responsible for the proofing of work before print/publication and exempts the supplier of any liability for any errors not discovered by themselves at time of proofing. This is especially important for printed media deliverables and thus the client agrees to exempt the supplier of any liability to re-print media due to mistakes not discovered by themselves at time of proofing.
3. The client is required to sign-off final designs/artwork before print/publication. Where the client does not sign-off final works, or is not willing to sign-off final works, the supplier reserves the right to invoice the client for all remaining balances and additional charges under this agreement.

## 8. Delivery of works

1. The supplier will endeavour to complete works under this agreement at agreed dates, however time of completion shall not be the essence of this agreement and thus the supplier will not be held liable for any losses incurred by the client for any such delays.
2. In the event either the client or the supplier is unable to perform its obligations under the terms of this agreement, or is reasonably delayed in doing so, in part or whole, because of acts of God, war, civil commotion, pandemics, epidemics, Government restrictions, fire, flooding, equipment failure, theft, ill-health to them or their dependant family members or other causes reasonably beyond their control, such party shall not be liable to the other for any damages resulting from such failure to perform or otherwise from such causes. It is also agreed for any such circumstance as described here, it is reasonable to re-negotiate realistic delivery dates for all parties.
3. Deliverables are only made available to the client / published online / services maintained after all invoices are paid. The supplier reserves the right to withhold all project deliverables, as well as copyright of all works / suspend services (including but not limited to the suspension of websites, email, SSL and domain names), until such a time all invoices due are settled in full.
4. The supplier will hold intellectual copyright of any material, including but not limited to artwork, designs, source code, graphics, photos, illustrations, literature and/or data until any fees due are settled in full.
5. The supplier reserves the right to design credit any works to them, produced under this agreement and/or any non-quoted work undertaken on behalf of the client. Design credits typically present as a brand name/service descriptor of the supplier on digital/printed media in a reasonable placement at the discretion of the supplier. The client may request the removal/exclusion of a design credit at the cost of 10% of the total project cost (made up of the original quotation value, plus any additional charges pertaining to the project).
6. The client agrees to grant the supplier a worldwide, perpetual, non-exclusive licence to use examples of the projects deliverables in its portfolio for advertising, marketing and promotional marketing activities, including technical details as long as it does not present a security threat to the client or the supplier.

## 9. Intellectual Copyright

1. The client is advised to take professional advice from a trained legal professional specialising in copyright law should they be unsure on any terms/guidance concerning 'intellectual copyright' as detailed in this section.
2. The client is made aware and cautioned that there is a risk of copyright infringement if any elements (media/materials/assets/designs/photos/videos/fonts (print & web)/illustrations/literature) used for the purpose of the project/works, either under this agreement and/or in casual work, don't have the appropriate copyright licenses in place. Therefore the client is advised to speak with the supplier while drafting/compiling the project to ensure any elements used have the appropriate copyright agreements in place.
3. The client is responsible for ensuring they hold the appropriate copyright for materials they submit to the supplier for the purpose of this agreement/project. The supplier will not be held liable for copyright infringements obtaining from material supplied by the client. The supplier may reject material submitted by the client should there be reason to believe insufficient copyright privileges/licenses are in place.
4. By default, the supplier retains intellectual copyright of all deliverables (irrespective of its completeness), including but not limited to, sketches, preliminaries, notes, drafts and third party licensed assets (fonts, graphics, photos, videos), under this agreement. Third party intellectual copyrights remain with their respective authors.
5. By default, the client has rights to, and is entitled to ONE copy/use of each deliverable under this agreement.
6. Subject to a written agreement and payment of any 'transfer of intellectual copyright' fees, intellectual copyright of all deliverables can be passed to the client in full (including new licenses in the clients name for third party assets used/required) from the supplier. This excludes, but is not limited to sketches, preliminaries, notes and drafts. Third party intellectual copyrights remain with their respective authors.
7. Transfer of intellectual copyright fee are calculated by the following conditions;
  1. The total project value (the original quotation value + any additional charges pertaining to the project) + 200%.
  2. The cost of licenses for each third party asset used/required.
8. Unless otherwise stated in writing, logo and branding design deliverables are delivered to the client with full intellectual copyright included, excluding any third party licenses for assets used/required, to which will be invoiced to the client accordingly.
9. Unless the supplier has passed intellectual copyright to the client, the client can only use the supplied deliverables in the context they were first commissioned for, including for use in the named business in the quotation and/or schedule of work. The client cannot sell, re-sell, copy, transfer, re-distribute, edit or amend original artwork/source code without written consent from the supplier, and may be liable for 'transfer of intellectual copyright' fees.

## 10. Data storage policy

1. Without guarantee or liability, the supplier will store any deliverables (original artwork / source code / images) produced under this agreement for a period of 1-years, thereafter at their discretion, the supplier may archive any deliverables beyond this period.
2. The supplier reserves the right to store sketches, preliminaries, notes and drafts pertaining to the project under this agreement.
3. Temporary working and supporting files, used for the creation/compilation of deliverables, such as text, photos, graphics and media files are deleted 30 days after a project is deemed complete. The supplier will hold no liability or responsibility to store such files for any amount of time longer than specified.
4. The client may request subsequent copies of deliverables at any time, standard fees apply for the retrieval of archived data.
5. Data storage wavier: In the event of an act of god or circumstances beyond the suppliers control, and ensuring all precautionary practices were followed, the supplier holds no liability for the safe keeping or backup of any deliverables (original artwork / source code / images), nor the responsibility to re-create any such media files without fees.
6. Any data backup procedures undertaken by the supplier for the purpose of backing up their 'business data' is for the benefit of the supplier only and thus does not grant the client any rights to such data, regardless of its content.

## 11. Severability and wavier

1. If a provision of this Agreement is or becomes illegal, unenforceable, or invalid in any jurisdiction, it shall not affect (1) the enforceability or validity in that jurisdiction of any other provision of this Agreement, or (2) the enforceability or validity in other jurisdictions of that or any other provision of this Agreement.
2. Should the supplier waive any of these terms on an individual basis, this shall not affect the validity of remaining clauses or commit them to waive the same clause on any other occasion.
3. These terms and conditions may be amended from time to time without notice.

## 12. Governing law and jurisdiction

1. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes and claims).