

# Jim King Photography (JKP Design)

## Terms & Conditions – Website Design Services

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1. These terms and conditions apply to the creation by Jim King Photography (JKP Design) of any website and associated hosting and maintenance services or creation of 'other multimedia solutions' (as defined below) for a client - henceforth referred to as the "Client".

2. These terms and conditions are intended to form a binding contract between Jim King Photography (JKP Design) and the Client, which should be interpreted only under English (UK) law. Nothing in the following clauses overrides any rights that the Client has in law, other than where it is agreed in law that this is allowable.

### Website creation

3. Upon receipt of confirmation of an order for a Jim King Photography (JKP Design) website, and an initial fee being paid with order, Jim King Photography (JKP Design) undertake to do the following:

- If required, register (and pay for) a suitable website name such as yourbusiness.co.uk - which will be registered in the Client's name and for the Client's exclusive use with Nominet (the UK registration authority) or such other authority as, is relevant. Please note that this forms a contract between the Client and (for example) Nominet. Nominet's terms are given on [www.nominet.org.uk](http://www.nominet.org.uk)
- Design and create in timely fashion a website with an appropriate navigation system. Websites will be designed such that they are suitable for display at screen resolutions 800 by 600 and 1024 by 768 (or equivalent) in the latest versions of Internet Explorer, Chrome and Firefox, and running on PCs running Microsoft Windows 95 or later.
- Incorporate into the website such text and pictures as are supplied in suitable form by the Client. It is the Client's responsibility to ensure that they have the necessary copyright to use any images which they supply for use on their website, and the Client indemnifies Jim King Photography (JKP Design) against any action resulting from any failure on their part in this matter. NOTE: Where pictures are supplied by Jim King Photography (JKP Design) for a website then the Client has non-exclusive use of these images which may not be used other than on the website.
- Provide, if required, a standard end-user enquiry form that will allow website users to contact the email address nominated by the Client to Jim King Photography (JKP Design) .
- Provide an initial hosting service without charge so that the Client can view their draft site.

4. The Jim King Photography (JKP Design) site link "Design by JKP Design" notice must remain at the bottom of the designed site.

### Website acceptance, ownership and cancellation

5. When Jim King Photography (JKP Design) believe that they have completed a satisfactory design for the Client's website, the Client will be shown the design and asked to approve it. If the Client approves the site, or does so after subsequent agreed changes, then the website will be deemed to be accepted. The site will only be put fully live on the internet under the Client's website name once Client acceptance has been received and the final agreed design payment has been made. The date when the website is put fully live under the Client's website name is the 'go-live' date.

6. Jim King Photography (JKP Design) reserve the right to cancel this contract at any time without explanation or compensation, returning all materials supplied and returning any fees paid (less expenses directly incurred in registration of a website name for the Client).

7. Ownership of the website remains with Jim King Photography (JKP Design) until Client acceptance has been received. Thereafter Jim King Photography (JKP Design) grants the Client non-exclusive use of design features and material not originally supplied by the Client. This use is limited to the single Internet site created by Jim King Photography (JKP Design) under this contract, and comprises solely the html pages created, or their equivalents, and Macromedia Flash .swf files if relevant.

### Website maintenance

8. Client MAINTAINING OWN WEBSITE. In this case the Client will be provided with logon details and password, using whichever software package they choose. No additional charges are made. Any page which has been amended directly by a Client becomes the Client's own responsibility including the provision of backups. Jim King Photography (JKP Design) will, at their sole discretion, offer reasonable assistance in resolving issues that arise.

9. Jim King Photography (JKP Design) MAINTAINING WEBSITE - MINOR EDITS. Jim King Photography (JKP Design) will, at no charge, make minor edits on request to an existing website created and hosted by Jim King Photography (JKP Design) . A minor edit is one of the following:

- a change to or addition of a telephone/fax number, email address or postal address
- a correction of a spelling mistake or other 'typo'.
- a change to opening times or equivalent features.
- a change to prices (limited to 20 products, thereafter chargeable)

10. Jim King Photography (JKP Design) MAINTAINING WEBSITE - MAJOR EDITS. If the Client requests changes to an existing website which fall outside of the 'minor edits' defined above, Jim King Photography (JKP Design) will be entitled to raise a pre-agreed charge on a per occasion basis (which covers all changes made at one time), to be paid in advance. Jim King Photography (JKP Design) reserve the right to judge whether the scope of such a potential edit has been exceeded and actually constitutes a major site redesign.

### Website hosting

11. Clients should note that Jim King Photography (JKP Design) use [www.wix.com](http://www.wix.com) for website hosting, and reserve the right to change the hosting service used at will so as to provide the most reliable and cost-effective service possible, Jim King Photography (JKP Design) will advise on the most appropriate hosting option at the initial go-live.

12. The [www.wix.com](http://www.wix.com) standard annual hosting fee (combo) is designed to be suitable for typical small business use. It is not suitable for any site which makes heavy use of bandwidth through use of multimedia or otherwise, or which attracts a mass market audience. Jim King Photography (JKP Design) therefore reserves the right to immediately withdraw from, or renegotiate hosting services with, any Client whose

use of bandwidth or storage space is deemed by Jim King Photography (JKP Design) as inappropriate to the basic Jim King Photography (JKP Design) hosting service.

13. Jim King Photography (JKP Design) does not allow its hosting facilities to be used for illegal, immoral or distasteful websites. The Client agrees that any content introduced to the site may be inspected by Jim King Photography (JKP Design) staff without hindrance and notes that hosting may be withdrawn without notice if such content is found.

14. The client agrees to conform to the Wix hosting [terms of use](#).

#### Limitations of liability

15. Where Clients use a third party product or service (e.g. Wix, Big Cartel, Issuu, JotForm, Google or PayPal/Worldpay for e-commerce) then their relationship is exclusively with the supplier of that product. Though Jim King Photography (JKP Design) may introduce these products and services, it is entirely up to the Client to inform themselves both as to benefits and risks and to correct usage. If any third product is used and there is a policy change regarding the use of such items (e.g. change from free to chargeable) Jim King Photography (JKP Design) will not be held responsible.

16. The Client should note that the internet is operated by many companies not under Jim King Photography (JKP Design) control, and that it is therefore not possible for Jim King Photography (JKP Design) to guarantee quality of service beyond using reasonable endeavours to solve Client issues.

17. Jim King Photography (JKP Design) can in no circumstances be liable for any consequential loss on the part of the Client howsoever caused.

18. The Jim King Photography (JKP Design) liability to compensate any Client for any failure on its part shall be limited to the full fees paid to Jim King Photography (JKP Design) by the Client during the previous 12 months in connection with the relevant Jim King Photography (JKP Design) service provided.

19. Jim King Photography (JKP Design) shall not be liable for any failure to register or renew any website name (domain name) as requested by the Client, or for any delay in so doing which results in the loss of the domain name. Clients are advised that registration is ultimately their responsibility and that they can check status of any domain name through [www.nominet.org.uk](http://www.nominet.org.uk) as appropriate.

20. Jim King Photography (JKP Design) shall not be liable for the loss or delay of any email directed to or from an email address supplied under the Jim King Photography (JKP Design) service. Clients are advised that it is their responsibility to perform regular checks that their Jim King Photography (JKP Design) email is fully operational.

21. Jim King Photography (JKP Design) shall not be liable for breaks in service or availability of the Client's website, except insofar as it will extend the hosting period paid for proportionately to any such break in service.

22. Jim King Photography (JKP Design) shall not be liable for the misuse of data of any kind associated with the website and obtained in a fraudulent or illicit manner by third parties.

23. These terms constitute the entire agreement between Jim King Photography (JKP Design) and the Client, notwithstanding any previous agreement be it written or oral or in any other form. Heading are indicative only, and should not be used to further define any clause. Any variations to these terms are valid only if agreed in writing and signed by a Director of Jim King Photography (JKP Design).

#### Price and payment

24. The client will pay Jim King Photography (JKP Design) the fixed fee or current price list charge – whichever is agreed at the time of instruction.

25. 50% of all orders will be paid up front before any work can commence, the remaining 50% will be collected on completion of the work before the site goes live.

26. Invoices from Jim King Photography (JKP Design) to the client for supply of goods or services should be paid in full on receipt of invoice, by cheque, bank transfer or Paypal.

27. Invoices from Jim King Photography (JKP Design) to the client for Jim King Photography (JKP Design) services should be paid in full on receipt of invoice.

28. Jim King Photography (JKP Design) reserves the right (without disclosing a reason) to demand payment for work on collection at any time.

29. All quotations given by Jim King Photography (JKP Design) will be valid for the life of the quotation.

30. If the client's final order changes from the original specification made for the quotation, Jim King Photography (JKP Design) reserves the right to vary the quotation.

## Terms & Conditions - Design

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1. These terms and conditions apply to the creation by Jim King Photography (JKP Design) of any design supplied for a client - henceforth referred to as the "Client".

2. These terms and conditions are intended to form a binding contract between Jim King Photography (JKP Design) and the Client, which should be interpreted only under English (UK) law. Nothing in the following clauses overrides any rights that the Client has in law, other than where it is agreed in law that this is allowable.

#### Price and payment

3. The client will pay Jim King Photography (JKP Design) the fixed fee or current price list charge – whichever is agreed at the time of instruction.

4. Invoices from Jim King Photography (JKP Design) to the client for supply of goods or services should be paid in full on receipt of invoice, by cheque or Paypal.

5. Invoices from Jim King Photography (JKP Design) to the client for Jim King Photography (JKP Design) services should be paid in full on receipt of invoice.

6. Jim King Photography (JKP Design) reserves the right (without disclosing a reason) to demand payment for work on collection at any time.

7. The client will pay Jim King Photography (JKP Design) any expenses incurred by in connection with the recovery of monies outstanding (including legal costs on an indemnity basis).

#### Ordering

8. Orders for work must be given in writing to Jim King Photography (JKP Design) by the client.
9. Notwithstanding clause 8, if Jim King Photography (JKP Design) accepts a verbal order from the client Jim King Photography (JKP Design) will not be held responsible for any mistakes (made by either party) arising from that verbal order.
10. Jim King Photography (JKP Design) reserves the right to refuse to accept any order.

#### Quotations

11. All quotations given by Jim King Photography (JKP Design) will be valid for 28 days from the date of quotation.
12. If the client's final order changes from the original specification made for the quotation, Jim King Photography (JKP Design) reserves the right to vary the quotation.

#### Image sizes

#### Copyright and moral rights

13. It is the Client's responsibility to ensure that they have the necessary copyright to use any images which they supply for use on their designs, and the Client indemnifies Jim King Photography (JKP Design) against any action resulting from any failure on their part in this matter. NOTE: Where pictures are supplied by Jim King Photography (JKP Design) for a design then the Client has non-exclusive use of these images which may not be used other than on the artwork.
14. The client warrants that the client owns or controls all rights, has obtained all copyright, or has permissions, consents and waivers that as are now and hereafter required for all copying, processing, scanning, printing and manipulation to be undertaken by Jim King Photography (JKP Design) .
15. The client also warrants that no copyright or moral rights will be infringed by Jim King Photography (JKP Design) carrying out the requested work.
16. The client agrees to indemnify Jim King Photography (JKP Design) against all losses, damages, claims or expenses which Jim King Photography (JKP Design) may incur by virtue of any breach of the above warranties.

#### Limitations of liability

17. The client must contact Jim King Photography (JKP Design) concerning details of an invoice within 30 days of the date of the invoice.
18. Jim King Photography (JKP Design) ' liability to the client or any other party for the loss including theft, or destruction or damage to any materials provided by the client who are deposited with Jim King Photography (JKP Design) for whatever reason:-
  - Will be limited to the replacement cost of the actual material and;
  - Jim King Photography (JKP Design) will not be liable for the cost of re-shooting or reprinting the material contained on the material and;
  - Jim King Photography (JKP Design) will not be liable for any loss or damage to the client or any other party including loss of income and;
  - It is the client's responsibility to insure against such loss and damage.
19. Jim King Photography (JKP Design) will not be liable for failing to complete any contract between Jim King Photography (JKP Design) and the client due to circumstances beyond Jim King Photography (JKP Design) ' control including loss of power supply, machine breakdown, loss of materials, fire, storm, flood, act of god, war, civil disturbance or terrorism.