

### Jas Images Terms & Conditions Of Trading

To be read and agreed to before signing a purchase order or agreeing to enter a business agreement with Jas Images. Valid from 11<sup>th</sup> December 2007

These terms and conditions apply to all supplies of good and services by Jas Images unless otherwise agreed in writing by an authorized representative of Jas Images.

**1. A Quotation:** Once a client requests that we carry out work for them, we will provide them with a written quotation. Jas Images is not bound by a verbal quotation. Once they have agreed to this quotation, either verbally or in writing, we will then send the client a purchase order. A quoted price is valid for 4 weeks from the date of the quotation.

**2. Our Purchase Orders:** This document will state the details and prices of the work we intend to carry out for a client. If a client wants us to carry out work for them, they must sign and return to us the purchase order with the deposit or installment requested on the purchase order. Signing the purchase order means that the terms set out therein shall take effect from the date they sign it, and shall remain in effect until the work is complete or the contract is terminated in writing, with both Jas Images and a representative of the client both being in agreement. Once we have received your signed purchase order and terms and conditions, we will commence your work.

**3. Cancellation Of Order** – A client is free to request the cancellation of a project at any time. Once the request is received by Jas Images, we will calculate the cost of the work and materials used up until that point and issue an invoice for that amount. Jas images will stop all work being carried out for the customer once the cancellation request is received and the work will be officially cancelled once the outstanding balance had been paid. As with all invoices issued by Jas Images, this will be subject to a 14 day payment period. If the client has paid for the work in full at the beginning of the job, the deposit will be retained, but any refund which has been calculated will be returned to the client.

#### 4. Working With Us

**4.1 Our promise to you** – Jas images aims to provide a very high quality of service to our clients. We will provide a high level of communication with you via phone and email (we can't be held accountable for you not receiving our communication as a result of problems with your email or phone system) to ensure you are kept up to date. We will provide original work unless you requested otherwise. We will do our utmost to produce work on or before any deadline you give us. We will research your industry to provide work that is in line with or better than your competitors.

**4.2 What we need from our clients** - All of the above can **ONLY** be achieved if you provide us with **ALL** the information we need at the start of the job or as soon as possible thereafter and with payments which are on time. We will state the agreed timescale for your work in the purchase order, we will therefore require all the information at least half way through the schedule (i.e. if the work is timetable is from June 1<sup>st</sup> to June 20<sup>th</sup>, we will need the information by the June 10<sup>th</sup> to ensure the work is complete by the 20<sup>th</sup>). Additional charges might be incurred by the client should we need to work past the project end date, so we urge you to provide all information as soon as possible. In the case of a website, if we design the site and you fail to provide us with the details of your web hosting company before the project end date, unless you have paid for a maintenance period, additional charges will be incurred for us to upload or complete the site.

**4.3 Completion of a Project** – Each job will be allowed a number of draft versions before the final draft is submitted for approval by the client. Once the final draft is approved by the client the project will be signed off (completed) and the balance will become due. Though we will do our best to rectify any errors, Jas Images will not be held accountable for errors in the finished project that the client failed to rectify before approving the final draft.

**4.5 Collection of Work** – Once Jas Images has completed work for a client, we will send it to them in the best possible format. It may be emailed in high resolution, posted to the client on a disc or both. Where physical material (flyers, brochures, business cards, portraits etc) have been order, these will be made available for collection from Jas Images or sent directly to our customers. Jas images will take every care in sending goods to our clients but can't be held responsible for loss or damage caused by the delivery company used. If you wish to make your own arrangements for delivery, please let us know.

**4.5 Expiration of work** – if unforeseen circumstance arise which mean that a project goes beyond it's project end date or the customer excessively delays the project through lack of communication or by not honoring requests made by Jas images, a maximum 3 month window will be given for all work to be completed. This will only be effective if Jas Images agrees, at the project end date, to give this extra time in writing, verbal agreement is not valid. Only work specified in the original purchase order will be given this extended time. If Jas Images has delayed the work and external suppliers or services are required to complete the work in this 3 month period, Jas Images will source these services and cover their costs.

**5. Billing** – Once a project is completed and signed off. A final invoice will be issued showing the balance which needs to be settled. Payment is due within 14 days of the invoice date unless otherwise agreed with the client and confirmed in writing by Jas Images. If Jas Images hasn't received payment within 14 days, Jas Images can suspend current projects with the client and a weekly interest will be charged on overdue invoices at the rate of 5% of the invoice total per week.

**5.1 Ownership** – Ownership of the work produced by Jas Images doesn't pass to the client until all monies have been paid. Should the customer use the work provided by Jas Images before legal title has been passed to them, Jas Images has the right to fine the customer £50 for every instance it is used and/or confiscate any material bearing the work produced by Jas Images until payment is made. If there have been large numbers of printed materials distributed already, a £50 charge for every 100 pieces will be made.

**6. Websites** – A full description and information sheet will be given to the client before the commencement of any website project so that the client is made aware of the different features of the website packages we offer. Once the client has chosen the package they require and sign a purchase order, Jas Images will start work on the project.

**6.1 Transfer or internet services** – Jas images currently use a partner hosting company to carry out programming and web hosting. Using this company will waiver certain costs for our clients and make our work easier. Therefore if a client requires web hosting and a domain name through us, we will use this company and if they already have web hosting company and domain name and wish to transfer to our partners to save costs, this can be done by requesting 'Transfer of Internet Services Form' to fill in and return to us. Once received we will handle the transfer.

**6.2 Design Work for Websites** – Jas images will design a template for any website that we build for a customer first. Once this is approved, in the case of a content managed site, it will be passed on the programmer to upload onto the site. In the case of an html site, we will upload the template and begin to add the content. Please be sure that the finalized template is free from error as once it is uploaded, making changes to it will incur further costs. Jas images will not be responsible for such costs.

**6.3. Content managed sites** - These sites are designed so that the client can eventually customize and control the content of the site themselves. However, designed buttons, images, banners and other elements will not be something the client can change themselves without prior knowledge of graphic design. Once the template is designed, we will show you which parts you will be able to alter yourself and which parts will need to be designed. We can provide a quotation for the redesign such elements. If you purchase a package that includes training, the basic site will be uploaded and during the training, the trainer and client will bring the site to 'Ready for Sale/Public' status, in appearance and functionality.

**6.4 Cancellation of a website project** - In the event that the customer wishes to use another company to complete the work, Jas Images will determine how much work they have carried out and the cost thereof. The customer will then be liable to pay this cost before their contract with Jas Images is considered over. Thereafter the customer will be responsible for any continuing costs concerning the running of the site unless a maintenance contract is still in place with Jas Images

**6.5 Failure to make a payment of a website project** - if there is a failure in payment or a client wishes to terminate a contract before full payment has been made or before Jas Images has completed the agreed work, Jas Images reserves the right to make the website unavailable for public viewing until such time as full payment has been made. An appropriate holding page may be uploaded if Jas Images sees fit.

**6.6 Issues inherent to websites** – The internet and eCommerce are subject to hackers, server down time, bugs, and other such problems which are beyond the control of Jas Images, we will advise you as best we can, however, a client wishing to open a web based business should make themselves aware of the problems they may face.

**7. Customers Own Materials** – Jas images will do our best to keep client materials in good order, but we cannot accept responsibility for loss or damage of such materials. We will return a clients materials to them once the project is complete. However, Jas images will retain any client material against any monies owed to Jas Images at the end of a contract.

**8. Copyright** – Any copyright and design right in relation to any artwork and physical materials designed by Jas Images as a result of an order of the customer, (including where the customers own artwork and materials have been incorporated into the artwork and design of physical materials) shall belong to Jas Images and the customer shall only be entitled to reproduce or authorize any other person to reproduce such designs or artwork whether in whole or in part with Jas Images authorization. Once the cost of the work has been paid for by the customer, they are free to use it as they wish. Jas images has the right to use samples of any clients work in our marketing and advertising material without the express permission of the client it was produced for .

**9 Original Design Work** - Where the customer has requested the production of original design work Jas Images may engage the service of outside designers in producing such work. Whilst Jas Images warrants that original design work so produced by the outside designer, will not be offered by Jas Images for use by any other customer of Jas Images, it cannot provide any warranty on behalf of the designer who is commissioned to produce the work..

**10 Indemnity** - The customer warrants that he has full authority to reproduce any material in which copyright subsists and Jas Images reserves the right to refuse to undertake any work which infringes or appears to infringe the copyright or other intellectual property rights of any third party or which in it's opinion contains any material which is in anyway unlawful.

**10.1** The customer warrants that any design or any other material furnished by him or any design material created by Jas Images pursuant to the customers instruction is not defamatory or obscene or such as will cause Jas images to infringe any intellectual property rights of any third party or any legislation of the time being enforced by the United Kingdom in the performance of the contract.

**10.2** The customer shall fully indemnify Jas Images in respect of all cost, claims, liabilities and expenses (including any amount paid in settlements on legal advice and Jas Images own legal costs) arising from any claim that any materials provided by the customer or design materials produced by Jas Images pursuant to the customers instructions contains any defamatory or obscene matter or infringes the intellectual property rights of any third party.

**10.3** In the event of any claim being made or any action brought against a customer arising out of the matters referred to in this clause, the customer shall promptly notify Jas Images thereof.

**11 Consumer Rights** – These terms and conditions will not affect the statutory rights of a customer who is a consumer. No provision which would be void by virtue of section 6 or 20 of the Unfair Contract Terms Act 1977 (as amended) or by virtue of The Unfair Contract Terms in consumer contracts regulation 1994 shall apply to any consumer transaction. The expressions 'consumer' and 'consumer transaction' shall have the respective given thereto in paragraph 2 of the consumer transaction (restriction on statements) order 1976 (as amended) or in the 1994 regulations as appropriate.

**12 Governing Law** – These conditions and all other terms of the contract shall be governed by and construed in accordance with the laws of the country where Jas Images has its principle place of business.