

Kingdom Photographics Website - Terms and Conditions

(Please ensure that you read and understand these conditions before paying your advance fee.)

These Terms and Conditions are Copyright© Kingdom Photographics

1. Contract: The client's approval for work to commence shall be deemed a contractual agreement between the client and **Kingdom Photographics/Trevor D Russell**. **Important: Approval for the work to commence and payment of the advance fee indicates that the client accepts the terms and conditions outlined in this document.**

2. Kingdom Photographics Intellectual Copyright: **Kingdom Photographics** holds intellectual copyright of any material, including source code and original images created for the client until payment of the final invoice. At this time we will transfer this intellectual copyright to the client.

3. Clients Responsibilities with Regard to Copyright: In situations where the client provides images, text, animations, layouts or any other content for their website they are legally responsible for ensuring that this material does not infringe any copyright.

Certain images provided by **Kingdom Photographics** may have been purchased under licence from stock image suppliers. These images are generally only licensed for use on a website. The licence may not permit them to be used in publicity material. The website owner is legally responsible for ensuring that this does not happen. If you wish to use any images from the site for other purposes please contact us for clarification.

4. Registration Charges: All third party costs arising from the registration of a domain name shall be met by the Client. **Kingdom Photographics** recommend that clients register their own domain names so that they have full ownership of these but where we have registered a domain name on the client's behalf we agree to transfer this domain name to the client immediately upon request and without charge.

5. Search Engine Promotion: If Search Engine Optimisation has been agreed as part of the contract the client must be aware that **Kingdom Photographics** are not responsible for ongoing web site promotion. Should the client require the site to be promoted on an ongoing basis a separate contract must be agreed. The order in which websites are ranked in the natural search results is controlled by the search engines. While we can optimise your site initially for this by making it search engine friendly, it is impossible to make any guarantees on ranking position.

6. Cancellation: Should the client wish to cancel at any point during the process they shall remain liable for the work that has taken place and shall be invoiced accordingly.

7. IMPORTANT! Failure to Provide Required Website Content: You must ensure that we are not delayed as a result of late delivery of the material and content required to complete your website.

This is why we ask that *you provide all the required information in advance*. On any occasion where we are delayed because you have not provided this information, we reserve the right to impose a surcharge of 25% of the total cost of the work. Also, if your job involves Search Engine Optimisation, we need the text content for your site in advance so that the SEO can be planned and completed efficiently.

If you agree to provide us with the required information in advance and subsequently fail to do within four weeks of project commencement we reserve the right to close the project and the balance remaining becomes payable immediately. This will not be a problem provided that you do not give us the go ahead to start until *you are ready to do so*.

8. Conceptualising: Conceptualising is the process of producing website concepts for clients. Concepts can include site mock ups, graphics and design proposals. This clearly takes a lot of time and for higher cost websites it will be included. For low cost sites (say below £1000) you should be aware that (unless previously agreed) only one concept is possible. You should therefore ensure that you let us have your preferred colour scheme and design requirements beforehand. If you don't do this we will design the website appropriately. If it is not to your taste we may not be able to rework the website without additional charges. This is why it is often best to show us another website that you like as an example of what you require.

9. Travel Time and Travel Expenses: Travelling time to and from customer premises is not generally included in our estimate. **Kingdom Photographics** reserve the right to make a charge for travelling time at our current hourly rate. Likewise **Kingdom Photographics** reserve the right to charge for travelling expenses based on 45p per mile. (NOTE: There will be no charges for travelling time or expenses incurred during the quotation process, i.e. before you give your approval for work to commence.)

10. Quotations: The price quoted to the client is for the work specifically agreed on the quotation only. Should the client decide that changes are required after work on the website has commenced there may be a surcharge.

11. Payment - Advance Fee: An advance fee of 50% of the total cost of the project is required before work can start. Clients should only pay this advance fee if they agree to our terms and conditions. Payment of the advance will be taken as agreement.

12. Payment - Refund Policy: After work on a website commences advances are not refundable.

13. Payment Methods: Unless otherwise agreed, payment is only accepted by cash, cheque or bankers draft in UK Pounds Sterling. If your cheque is returned by the bank as unpaid for any reason, you will be liable for a "returned cheque" charge of £35.

14. Payment of Balance: Invoices are only issued when clients accept that their website has been completed to their satisfaction. Payment of the balance is due immediately on completion of the website. We reserve the right not to launch a website until full payment has been received.

- 15. Late Payment 1:** Any websites previously launched may be removed if payment is not forthcoming. When this occurs an additional minimum charge of £50 will be required to have the site restored.
- 16. Late Payment 2:** Accounts that have not been settled within 7 days of our final reminder will incur a late payment charge of £40. You will also be charged statutory interest of 8% above the reference rate (fixed for the six month period within which date the invoices became overdue) pursuant to the late payment legislation.
- 17. Future Support:** Your website will be handed over as a fully functioning, completed work. Unless it has been agreed beforehand **Kingdom Photographics** is not responsible for future support. Support can be provided upon request for an agreed fee. *Your website is offered as a single contract and no guarantee of the availability of future support from Kingdom Photographics is offered unless an ongoing support package has been agreed.*
- 18. Future Site Problems:** Problems caused by malicious software, spyware, viruses and website hacking are a fact of life on today's Internet. It is highly unlikely that these will affect your website, and **Kingdom Photographics** will endeavour to protect it from this as much as we can during its creation, but after the website is handed over we cannot be held responsible for problems caused by illegal activity or the actions of others.
- 19. Access to Client Hosting Space:** We may require ongoing access to our clients' hosting space to allow us to support and monitor their websites. This access is via a user ID and password combination, which the client may change after the website is handed over. If the client chooses to change the password we will no longer have access to the website and further support will not be possible. We cannot be held responsible for any changes made to the website by the client or the client's agents.
- 20. Compliance with Ecommerce, Accessibility or Other Regulations:** We design websites in accordance with the client's specifications. It is the client's responsibility to ensure that the website and its content comply with current online trading laws and regulations.
- We cannot accept responsibility for any failure to comply with laws and regulations related to accessibility, selling online or those related to a specific business or trade. We can research this on the client's behalf upon request, but in any business where complex compliance issues may exist we recommend that the client takes legal advice from their company lawyer.
- 21. Validity of Quotation:** Unless otherwise agreed any quotation provided will be valid for 30 days from the date of receipt

These Terms and Conditions are Copyright© Kingdom Photographics

Notes:

Should **Kingdom Photographics** waive any of these terms on an individual basis, this shall not affect the validity of remaining clauses or commit **Kingdom Photographics** to waive the same clause on any other occasion.

By agreeing to these terms and conditions your statutory rights are not affected.

Kingdom Photographics reserves the right to change or modify any of these terms or conditions at any time. Should clarification of any of the above be required please contact us.

I have read and understood the above and agree to abide by the terms of agreement set out. I understand that the terms of this agreement cannot be changed unless agreed by Kingdom Photographics in writing. I realize that this contract becomes effective immediately and agree my retainer is not refundable and cancellation rates will apply in the case of any cancellation by me (your statutory rights and credit card issuer protection are not affected).

Print Name:

Sign here:

Date:

Cheques should be made payable to "Kingdom Photographics".

To be signed on behalf of

Trevor Russell / Kingdom Photographics:

You should read this contract together with the terms of the service you have ordered. As with any contract you should consider taking independent legal advice.

Please then sign this contract and return it with your retainer to:

Trevor Russell
Kingdom Photographics
2 Orchard Flat
Auchtermuchty
Fife
KY14 7DL

You will receive a copy of it for your records.

IMPORTANT: Many businesses are experiencing difficulties with email via AOL, Yahoo, Hotmail and NTL. We ALWAYS respond to email enquiries. If you do not receive a reply within 24 hours please use an alternative email address or by phone or even Royal Mail!

