



## **JEWEL CREATIVE LTD TERMS & CONDITIONS**

### **1. Terms & Conditions**

The following Terms and Conditions of Service apply to all products and services provided by Jewel Creative Ltd (Jewel Creative).

All work is carried out by Jewel Creative Ltd on the understanding that the client has agreed to our full terms and conditions.

Copyright is retained by Jewel Creative Ltd until all payments have been received in full. Copyright will then be released on written consent from Jewel Creative Ltd.

### **2. Definitions**

The Client: The company or individual requesting the services of Jewel Creative Ltd.

Jewel Creative Ltd: Primary designer/site owner & employees or affiliates.

### **3. Project Acceptance**

- 1) At the time of proposal, Jewel Creative Ltd will provide the customer with a written estimate or quotation.
- 2) A copy of the written estimate or quotation is to be signed and dated by the customer to indicate acceptance and should be returned to Jewel Creative Ltd.
- 3) Alternatively, the client may send an official order in reply to the estimate or quotation which binds the client to accept Jewel Creative Ltd' terms and conditions.
- 4) No work on a project will commence until either document has been received by Jewel Creative Ltd. We will carry out work only where an agreement is provided either by email, telephone, mail or fax.
- 5) An 'order' is deemed to be a written or verbal contract between Jewel Creative Ltd and the client; this includes telephone and email agreements.

### **4. Design Charges**

- 1) Charges for design services to be provided by Jewel Creative Ltd, will be set out in the written estimate or quotation that is provided to the customer.
- 2) At the time of the customer's acceptance of this estimate or quotation, indicating acceptance of the Terms & Conditions, a non-refundable deposit of 40% of the quoted fee will become immediately due.
- 3) Work on the project will not commence until Jewel Creative Ltd has received this amount.
- 4) Acceptance of our estimate and terms can be verbal, email, fax, letter. The remaining 60% is due on completion.

### **5. Charges for Other Services**

- 1) Charges for any additional services over and above the estimated design, will become fully payable (100% of the quoted amount) at the time of estimate or quotation acceptance.
- 2) There are no exceptions to this, i.e If the client decides they no longer want the site, as they have commissioned the work and paid a deposit they are still obliged to pay for the work that has been done. Non payment will result in legal action being taken if necessary.
- 3) If a choice of design is presented, only one solution is deemed to be given by Jewel Creative as fulfilling the contract.
- 4) All other designs remain the property of Jewel Creative, unless agreed in writing that this arrangement has been changed.

### **6. Website Design**

- 1) Whilst every endeavor will be made to ensure that the website and any scripts or programs are free of errors, Jewel Creative Ltd cannot accept responsibility for any losses incurred due to malfunction, the website or any part of it.
- 2) The website, graphics and any programming code remain the property of Jewel Creative Ltd until all outstanding accounts are paid in full.
- 3) Any scripts, cgi applications, php scripts, or software (unless specifically agreed) written by Jewel Creative Ltd remain the copyright of Jewel Creative Ltd and may only be commercially reproduced or resold with the permission of Jewel Creative Ltd.
- 4) Jewel Creative Ltd cannot take responsibility for any copyright infringements caused by materials submitted by the client. We reserve the right to refuse any material of a copyrighted nature unless adequate proof is given of permission to use such material.  
Any additions to the brief will be carried out at the discretion of Jewel Creative Ltd and where no charge is made by Jewel Creative Ltd for such additions, Jewel Creative Ltd accept no responsibility to ensure such additions are error free and reserve the right to charge an according amount for any correction to these or further additions.
- 5) The client agrees to make available as soon as is reasonably possible to Jewel Creative Ltd all materials required to complete the site to the agreed standard and within the set deadline.  
Jewel Creative Ltd will not be liable for costs incurred, compensation or loss of earnings due to the failure to meet agreed deadlines.
- 6) Jewel Creative Ltd will not be liable or become involved in any disputes between the site owner and their clients and cannot be held responsible for any wrongdoing on the part of a site owner. e.g. Any disputes re: content/images that have been provided to us for inclusion on the site.
- 7) Jewel Creative Ltd will not be liable for any costs incurred, compensation or loss of earnings due to the work carried out on behalf of the client or any of the clients appointed agents.
- 8) Jewel Creative Ltd will not be liable for any costs incurred, compensation or loss of earnings due to the unavailability of the site, its servers, software or any material provided by its agents.

## **7. Payment**

- 1) At the time of the customer's acceptance of an estimate or quotation, indicating acceptance of the Terms & Conditions, a non-refundable deposit of 40% of the quoted fee will become immediately due. On completion the customer will be provided with an Approval Form and Invoice prior to final publication.
- 2) At this time the remainder of the amount due will become payable and the customer will also be required to sign and return the Approval Form to Jewel Creative Ltd.
- 3) Payments may be made by cash, cheque, or (for overseas customers), Pound Sterling International Money Order or previously agreed electronic funds transfer.
- 4) Publication and/or release of work done by Jewel Creative Ltd on behalf of the client, may not take place before cleared funds have been received.
- 5) Returned cheques will incur an additional fee of £50 per returned cheque. Jewel Creative Ltd reserves the right to consider an account to be in default in the event of a returned cheque.

## **8. Default**

- 1) An account shall be considered default if it remains unpaid for 30 days from the date of invoice, or following a returned cheque.
- 2) Jewel Creative Ltd shall be considered entitled to remove Jewel Creative Ltd and/or the customer's material from any and all computer systems, until the amount due has been fully paid.
- 3) This includes any and all unpaid monies due for services, including, but not limited to, hosting, domain registration, search engine submission, design and maintenance, sub-contractors, printers, photographers and libraries.
- 4) Removal of such materials does not relieve the customer of its obligation to pay the due amount.
- 5) Customers whose accounts become default agree to pay Jewel Creative Ltd reasonable legal expenses and third party collection agency fees in the enforcement of these Terms and Conditions.

## **9. Copyrights and Trademarks**

- 1) By supplying text, images and other data to Jewel Creative Ltd for inclusion in the customer's website or other medium, the customer declares that it holds the appropriate copyright and/or trademark permissions. The ownership of such materials will remain with the customer, or rightful copyright or trademark owner.
- 2) Any artwork, images, or text supplied and/or designed by Jewel Creative Ltd on behalf of the customer, will remain the property of Jewel Creative Ltd and/or its suppliers.
- 3) The customer may request in writing from Jewel Creative Ltd, the necessary permission to use materials (for which Jewel Creative Ltd holds the copyright) in forms other than for which it was originally supplied, and Jewel Creative Ltd may, at its discretion, grant this.
- 4) Such permission must be obtained in writing before it will allow any of the aforesaid artwork, images, text, or other data to be used.
- 5) By supplying images, text, or any other data to Jewel Creative Ltd, the customer grants Jewel Creative Ltd permission to use this material freely in the pursuit of the design.
- 6) Should Jewel Creative Ltd, or the customer supply an image, text, audio clip or any other file for use in a website, multimedia presentation, print item, exhibition, advertisement or any other medium believing it to be copyright

and royalty free, which subsequently emerges to have such copyright or royalty usage limitations, the customer will agree to allow Jewel Creative Ltd to remove and/or replace the file on the site.

- 7) The customer agrees to fully indemnify and hold Jewel Creative Ltd free from harm in any and all claims resulting from the customer in not having obtained all the required copyright, and/or any other necessary permission.

#### **10. Alterations**

- 1) The customer agrees that changes required over and above the estimated work or required to be carried out after acceptance of the draft design will be liable to a separate charge.
- 2) The customer also agrees that Jewel Creative Ltd holds no responsibility for any amendments made by any third party, before or after a design is published.

#### **11. Database, Application and E-Commerce Development**

- 1) Jewel Creative Ltd cannot take responsibility for any losses incurred by the use of any software created for the client.
- 2) Whilst every care has been taken to ensure products are problem free and accurate, the ultimate responsibility lies with the client in ensuring that all software is functioning correctly before use.
- 3) Any scripts, applications or software (unless specifically agreed) written by Jewel Creative Ltd remain the copyright of Jewel Creative Ltd and may only be commercially reproduced or resold with the permission of Jewel Creative Ltd.
- 4) Where applications or sites are developed on servers not recommended by Jewel Creative Ltd, the client is expected to provide or seek any information, additional software, support or co-operation pertaining to the server required in order for the application to be correctly developed.
- 5) Where large applications are to be developed, it is the clients' responsibility to provide a suitable testing environment which is identical to the final production environment.
- 6) The client is expected to test fully any application or programming relating to a site developed by Jewel Creative Ltd before being made generally available for use.
- 7) Where "bugs", errors or other issues are found after the site is live, Jewel Creative Ltd will endeavor (but is not obliged to) to correct these issues to meet the standards of function outlined in the brief. Any additional changes, modifications will be chargeable.

#### **12. Compatibility**

- 1) Jewel Creative Ltd will endeavor to ensure that any developed/designed site or application will function correctly on the server it is initially installed in and that it will function correctly when viewed with the web browsing software Microsoft Internet Explorer Version 6 and to an acceptable level with Mozilla browsers. Jewel Creative Ltd can offer no guarantees of correct function with all browser software.

#### **13. Website Hosting**

- 1) Whilst Jewel Creative Ltd recommends hosting companies to host websites, no guarantees can be made as to the availability or interruption of this service.
- 2) Jewel Creative Ltd cannot accept liability for losses caused by the unavailability, malfunction or interruption of this service, or for loss of turnover, sales, revenue, profits or indirect, consequential or special loss.
- 3) Jewel Creative Ltd reserves the right to refuse to handle in any way, material which may be deemed offensive, illegal or in any way controversial, and also to terminate the free hosting service should the necessity arise.

#### **14. Complaints Procedure**

- 1) Anyone who experiences a problem with the service provided by Jewel Creative Ltd should raise the matter directly by phone or email or fax, giving sufficient information to locate the material (such as an url) and clearly outlining the grounds for complaint.
- 2) Jewel Creative Ltd will approach the individual responsible for the material in question with a view to resolving the matter to the satisfaction of the complainant.

**Signed:** \_\_\_\_\_ **on behalf of** \_\_\_\_\_

**Dated:** \_\_\_\_\_