

Terms & Conditions

The following terms and conditions refer to Image Development Marketing Limited ("The Company") and its relationship with its clients and potential clients ("The Client"; "Client(s)")

General Terms & Conditions

1.1 Quotations & Pricing

1.1.1. All quotations are valid for 30 days from the date of submission unless otherwise stated directly within the quotation process or supporting communications.

1.1.2. Quotes/estimates are based on the information provided by the client, including but not limited to detail on quantities, structure, scope and function of works planned. Any quote/estimate may therefore be subject to change should the client's requirements change at any time.

1.1.3. Unless otherwise stated, photography, stock images, delivery and VAT will be charged extra.

1.1.4. If the contract or hourly price has not been fixed for the term of a contract, our hourly blended rate of £100 will apply.

1.1.5. The Company reserves the right to alter the noted hourly rate at any time as business needs dictate.

1.1.6. Quotations are based on current Company costs of consultancy and production services and unless otherwise agreed are subject to amendment on or at any time after acceptance to meet any rise or fall in such costs.

1.1.7. Any estimates given by The Company as to the time of completion or performance of its services (whether completion of the whole or a part of those services) shall be estimates only. Where Clients and The Company have agreed upon outcome based pricing and are supported by relevant contract, the term of this contractual arrangement will outline completion times and shared outcomes by which project costs are agreed on a project by project basis.

1.1.8. Any stated timescale is reliant upon the client providing all required information and required assets within the time set out at project planning.

1.2 Methodology

1.2.1. The Company reserves the right to manage the fulfilment of an order or any part thereof via internal or allied resource.

1.2.2. Any images supplied electronically via Clients will be incorporated into designs without charge provided that they are of suitable quality. All images need to be supplied as EPS/SVG illustrator vectors for logos and Photoshop tiffs (300dpi min) for pictures. Any logos that need to be re-drawn will be charged extra at our hourly rate. All supplied images requiring scanning or alterations to be charged at £20 per image. Images sourced from external image libraries may incur additional licence/royalty charges payable by the Client and noted clearly in project communications.

1.2.3. Should the Client supply text, artwork or images, the Company is not obliged to edit, check or guarantee the correctness of this content, and the end product shall be made at the entire risk of the Client.

1.2.4. The Company shall be indemnified by the Client in respect of any claims, costs and expenses arising out of any libellous matter or any infringement of copyright, patent design or any other proprietary or personal rights contained in any material supplied by the Client. The indemnity shall extend to any amounts paid on legal advice in settlement of any claim.

1.2.5. Origination and/or concept work and any related copyright shall remain the property of the Company unless otherwise agreed in writing or via contractual agreement with the Client.

1.2.6. The Client's property and property supplied to the Company on behalf of the Client, while it is in the possession of the Company or in transit to or from the Client, will be deemed to be at Client's risk unless otherwise agreed and the Client should insure items accordingly.

1.2.7. The Company may charge rent for storage of goods retained at Client's request

1.2.8. When required to expedite project delivery ahead of the time needed for proper production of a given deadline, the Company shall not be liable for defects resulting from 'rush' requests. Should such delivery require payment of overtime wages, delivery charges or other additional costs, all such extras will be for the Client's account.

1.2.9. The Company shall not be required to use, print, upload or hold any matter which in its opinion is or may be of an illegal or libellous nature or an infringement of the proprietary or other rights of a third party.

1.3 Invoicing & Payments

1.3.1. Payment must be made no more than 30 days after date of invoice unless otherwise agreed in writing in advance or within a pre-arranged payment plan for the client.

1.3.2. We understand and will exercise our statutory right to interest under the Late Payment Of Commercial Debts (Interest) Act 1998 amended by European Directive 2000/35/EC if we are not paid according to these terms.

1.3.3. All work remains copyrighted to the Company until settlement of relevant fee account.

1.3.4. All invoices are subject to UK VAT at the current rate, unless a valid exemption certificate is provided.

1.3.5. All payments must be in UK Pounds Sterling.

1.3.6. All work completed after project inception will be billed as it is completed at the end of every calendar month as Work in Progress (WIP) until the conclusion of the project unless otherwise agreed in planning of specific projects or via contractual arrangement with clients

1.3.7. If the Company incurs any costs as a result of the Client's neglect or default, the Company may charge those costs to the Client in addition to the contract price.

1.3.8. The Client shall pay for any preliminary work which is produced at their request, whether experimentally or otherwise. A 50% rejection fee is applicable on all designs executed by the Company should the Client cancel their contract/order without satisfactory agreement between parties.

1.3.9. When payment is overdue, the Company may suspend work, service and/or delivery without notice and without prejudice to any other legal remedy until payment has been completed. Any work started but incomplete may be suspended and payment therefore becomes immediately due and payable, notwithstanding anything expressed herein, and any monies in respect of.

1.3.10. The Company may require payment in advance, or a deposit of at least 50% of the quotation total prior to instigating work on an order, particularly but not limited to the following situations: new clients; clients with a poor payment history; large, lengthy or complex projects. Where a deposit is required, the balance shall be due upon completion of the project, unless otherwise agreed in writing in advance, for example in instances of outcome based pricing contracts

1.3.11. If your payment is returned by the bank as unpaid for any reason, you will be liable for a charge of £50 for each occurrence.

1.3.12. Outcome based pricing will be agreed within specific contracts per client and per project. This contract does not mitigate payments terms unless specifically listed in the contractual arrangements between The Company and The Client.

1.4 Proofing

1.4.1. Proofs, samples, specimens, sketches, photography, links or any representation, whether partial or total, of the finished article in whatever form may be submitted to the Client for approval.

1.4.2. Colour proofing is chargeable at a nominal fee of £5 per A3 sheet and £2 per A4 sheet.

1.4.3. After approval the Client shall have no claim against the Company for errors in the exemplar as approved by them.

1.5 Insolvency

1.5.1. If the Client ceases to pay debts in the ordinary course of business or cannot pay debts as they become due or is deemed to be unable to pay its debts or have a winding-up petition issued against it or being a person who commits an act of bankruptcy or has a bankruptcy petition issued against him, the Company without prejudice to other remedies shall:

1.5.1.1. Have the right not to proceed further with the contract or any other work for the Client and be entitled to charge for work already carried out (whether completed or not) and materials purchased for the Client. Such charge to be an immediate debt due.

1.5.1.2. In respect of all unpaid debts due from the Client have a general lien on all goods and property in its possession (whether worked on or not) and shall be entitled on the expiration of 14 days' notice to dispose of such goods or property in such manner and at such price as it thinks fit and to apply the proceeds towards such debts.

1.6 Force Majeure

1.6.1. The Company shall be under no liability if it shall be unable to carry out any provision of the contract/project for any reason beyond reasonable control including (without limiting the foregoing) Act of God, legislation, war, fire, flood, drought, failure of power supply, lock-out, strike or other action taken by employees in contemplation or furtherance

of a dispute or owing to any inability to procure materials required for the performance of the contract. During the continuance of such a contingency the Client may by written notice to the Company elect 'to terminate the contract and pay for work done and materials used', but subject thereto shall otherwise accept delivery when available.

1.7 Information Provided by You

1.7.1. You confirm that the name, address and payment information provided when you place your order with the Company will be correct and you agree to notify the Company of any changes in the name, address and/or payment details.

1.7.2. You agree that the Company may disclose your name and address where any enquiries are made unless prior disclose/non-disclosure agreements are made.

1.7.3. You warrant that you possess the legal right and ability to enter into this Agreement and to use the Company's services in accordance with this Agreement.

1.8 Indemnities

1.8.1. You shall indemnify The Company and keep us indemnified and hold us harmless from all liabilities, actions, claims, proceedings, losses, expenses (including reasonable legal costs and expenses), costs and damages, howsoever suffered or incurred by us in consequences of your breach or non-observance of this Agreement, or arising out of claims based upon or relating to our work for you or any claim brought against us by a third party resulting from the provision of any Services to you and your use of them.

1.8.2. The Company will notify you promptly of any claim for which the Company seeks specific indemnification at the currently supplied address. The Company will afford you the opportunity to participate in the defence of such claim, provided that your participation will not be conducted in a manner prejudicial to the Company interests, as reasonably determined by the Company and/or its legal representatives.

1.9 Limitation of Liability

1.9.1. All conditions, terms, representations and warranties relating to the Services supplied under this Agreement, whether imposed by statute or operation of law or otherwise, that are not expressly stated in these terms and conditions including, without limitation, the implied warranty of satisfactory quality and fitness for a particular purpose are hereby excluded, are subject always to sub clause 1.9.2.

1.9.2. Nothing in these terms and conditions shall exclude our liability for death or personal injury resulting from our negligence.

1.9.3. In any event, no claim against the Company shall be brought unless you have notified the Company of the claim within one year of the issue arising.

1.9.4. In no event shall the Company be liable to you by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, for any loss of business, contracts, anticipated savings or profits or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by the Company's negligence or the negligence of its servants or agents or otherwise) which arise out of or in connection with the provision of any goods or services by the Company.

1.9.5. The Company warrants that its services will be provided using reasonable care and skill. Where the Company supplies any goods supplied by a third party, the Company does not give any warranty, guarantee or other term as to their quality, fitness for purpose or otherwise, but shall, where possible, assign the benefit of any warranty, guarantee or indemnity given by the supplier of the goods to the Company.

1.10 General Terms

1.10.1. These conditions and all other terms of the contract shall be governed and constructed in accordance with the laws of England and you hereby submit to the non-exclusive jurisdiction of the English courts.

1.10.2. The Company shall not be liable or deemed to be in breach of contract by reason of any delay in performing, or failure to perform, any of its obligations if the delay or failure was due to any cause beyond its reasonable control.

1.10.3. All quotations, briefs and other Client/Company documents are commercially confidential and may not be disclosed to third parties without prior written agreement.

1.10.4. These terms and conditions, together with any documents expressly referred to in them, contain the entire Agreement between the Company and the Client relating to the subject matter covered and supersede any previous agreements, arrangements, undertakings, proposals or contemporaneous communications, written or oral: between the Company and the Client in relation to such matters. No oral explanation or oral information given by any party shall alter the interpretation of these terms and conditions. In agreeing to these terms and conditions, you confirm that you have not relied on any representation other than those expressly stated in these terms and conditions and you agree that you shall have no remedy in respect of any misrepresentation which has not been expressly made in this Agreement.

1.10.5. Any notice to be given by either party to the other may be sent by either email or post to the address of the other party as appearing in this Agreement or ancillary application forms or such other address as such party may from time to time have

communicated to the other in writing, and if sent by email shall unless the contrary is proved, be deemed to be received on the day it was sent, or if sent by post shall be deemed to be served two days following the date of posting.

1.10.6. Headings, numbering and summaries are included in this Agreement for convenience only and shall not affect the construction or interpretation of this Agreement.

1.10.7. You acknowledge that no joint venture, partnership, employment, or agency relationship exists between you and the Company as a result of your use of these services. You agree not to hold yourself out as a representative, agent or employee of the Company. You agree that the Company will not be liable by reason of any representation, act or omission to act by you.

1.10.8. The Company reserves the right to revise, alter, modify or amend these terms and conditions, and any of our other policies and agreements at any time and in any manner without prior notification. Notice of any revision, amendment, or modification will be posted in accordance with our Terms and Conditions.

1.10.9. If any of the provisions of this Agreement are judged to be illegal or unenforceable, the remainder shall continue in full force and the effect of the remainder of them will not be deemed to be prejudiced.

1.10.10. This Agreement takes effect on the date on which you order our services. Acceptance of these terms is an absolute condition of the Client requesting work. An order constitutes acceptance of all our Terms and Conditions.

1.10.11. You shall not assign this Agreement or any benefits or interests arising under this Agreement without the Agency's prior written permission.

Website Hosting and Email - General Terms & Conditions

Summary

The Company offers website hosting and database hosting services through the use of third party providers and is subject to requirements set out in these terms and conditions and any other relevant terms and conditions, policies and notices which may be applicable to the supply of hosting services.

Below is a summary of the main points covered in these terms:

Whilst we and our suppliers will always endeavour to give you the best possible level of service, we cannot guarantee 100% availability of service 24/7.

The Company and our suppliers accept no responsibility for any losses caused through a loss of service.

Your service will be removed if you fail to pay in time or misuse the service.

The Company will not be liable for any costs to restore your service once it has been removed. Specifically, any websites with databases will require reprogramming once they have been removed from their original server.

Any work undertaken by the Company at the request of the Client will be charged at our standard rate of £100 per hour, including investigations regarding problems or loss of service that are not due to the Company or our suppliers.

The Company should only be contacted after you and your IT professional/advisor have established that any problems are not due to you or your systems.

Any server management fees cover the ongoing management of your server, including security patches, server health checks, uptime/performance monitoring and access to technical advice from our development team and supplier support teams.

Support at our standard level is provided on a best effort basis from Image Development 9am-5pm Monday-Friday (excluding bank holidays and our shut-down period between Christmas and New Year). 24/7 ticket support is listed from our suppliers (with varying response times subject to individual case).

Terms & Conditions Correspondence

Should you have any questions about these Terms & Conditions and/or related privacy policy, please contact us via:

Email:
hello@imagedevelopment.marketing

Phone:
01603 408105

Mail:
Image Development, 4 Fletcher Way, Weston Road, Norwich, NR3 3ST

You can access our privacy policy here:
<https://www.imagedevelopment.marketing/about/privacy>