

Standard Terms And Conditions For The Supply Of Graphic/WiX Web Design Services

1. Definitions

In this document the following words shall have the following meanings:

- 1.1 CUSTOMER** means any individual, partnership, limited company, charity or organisation that from time to time purchases Services from the Supplier.
- 1.2 SUPPLIER** means SimplyNKS Design which is a limited company registered in England & Wales under company number 11786064. Registered address: Flat 31, St Johns Court, St Johns Avenue, Rotherham, S60 1EZ.
- 1.3 PROPOSAL** means a statement of work, quotation or other similar document describing the services to be provided by the Supplier.
- 1.4 SERVICES** means the services specified in the proposal.
- 1.5 THE CONTRACT** shall mean instructions, confirmed in writing or electronic format, issued and signed by the customer or an authorised person on behalf of the customer.
- 1.6 FEES** shall mean all charges and expenses that will be invoiced by the Supplier to the customer for the services provided.
- 1.7 WORK** shall mean any design work which has been requested by the customer.
- 1.8 PRINT/PRINTERS** shall mean the third party(s) used to provide the printing of any work completed by the Supplier
- 1.9 TERMS AND CONDITIONS** means the terms and conditions of supply set out in this document and any special terms and conditions agreed in writing by the Supplier.

2. General

These Terms and Conditions shall apply to all contracts for the supply of Services by the Supplier to the Customer and shall prevail over any other documentation or communication by the Customer.

Any variation to these Terms and conditions shall be inapplicable unless agreed in writing by the Supplier. Nothing in these Terms and Conditions shall prejudice any condition or warranty, express or implied, or any legal remedy to which the Supplier may be entitled in relation to the Services, by virtue of any statute law or regulation.

Nothing in these Terms and conditions shall affect the customer's statutory rights as a consumer.

3. The Service

- 3.1** The service proposal agreed that link to these Terms and Conditions shall remain valid of a period of 30 days only, after after 30 days another proposal will be provided if changes to price, time, or work are required.
- 3.2** The Customer shall be deemed to have accepted the service proposal by placing an order with the supplier within the period specified in Clause 3.1
- 3.3** SimplyNKS Design will not commence work until the customer has accepted these Terms and Conditions by signing and returning this document. The Supplier will provide the Customer with a copy of the fully signed T&C's by return. A copy of the signed T&C's will be kept of file by the Supplier and the Customer accepts that these T&C's will thereafter apply for any further graphic design work moving forward.
- 3.4** SimplyNKS Design will (in most circumstances) complete your design request within 30 days subject to all information being provided by the Customer. If further time is required by the Supplier the Customer will be consulted before any further design activity takes place.
- 3.5** SimplyNKS Design may, at its discretion, commence work prior to a receiving written, signed proposal as defined in 3.3. In these circumstances the client agrees that these Term and Conditions shall wholly and solely apply
- 3.6** The Supplier shall not be liable for failure to complete the work within the proposed timeline.

4. Fees

- 4.1** The fees for the full Service (including print costs and delivery if applicable) will be advised by email, telephone call, or in person prior to any work being undertaken.
- 4.2** The fees for the work provided by the Supplier must be paid upfront. The fee's in respect of the printing of your artwork and delivery will remain separate and will be invoiced separately, usually after approval of the artwork.
- 4.2** Fees are based on the Supplier's current assessment of costs and are subject to amendment subject to clause 11 – Cancellation and Termination
- 4.3** Full payment of the design fee shall be paid before any work commences.
- 4.4** Full payment of the printing and delivery costs shall be paid before any artwork is sent to print by the Supplier
- 4.5** Should the Customer no longer require the service(s) set out by the proposal after work has commenced by the Supplier, the upfront payment made by the Customer for the design work will not be liable for refund.

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5. Completion of Work

5.1. The Suppliers work will be considered complete once the Customer approves the final artwork proof.

5.2 It is the full responsibility of the Customer to check that all artwork is correct before approving the final proof.

The Customer will be responsible for checking and approving all but not limited to:-

- Grammar and Spellings
- Contact Information
- Dates (if applicable)
- Images
- Colours and Fonts
- The design adheres to company brand and includes any regulatory information which should be legally displayed.
- The accuracy of any other elements used in the finished design

Any mistakes noted by the Customer AFTER the artwork has been passed to print will not be the responsibility of the Supplier.

If third party fees are required to rectify faults, these are solely the responsibility of the Customer. The Supplier will under normal circumstances, rectify the faults free of charge.

5.3 Payment terms are strictly those set out in Paragraph 4 unless otherwise agreed in advance.

5.4 In rare occasions, If fees have been agreed to be paid later and the Customer fails to make the final payment within 30 days of it becoming due, the Supplier shall be entitled to charge interest at the rate of 1.5% per month on the outstanding amount(s).

5.5 The copyright/interlectual property (IP) of artwork produced remains with the Supplier. The Customer is granted a license to use the artwork for their own unlimited commercial or non-commercial uses only. Any alterations or use of the artwork by others is strictly prohibited without prior consent.

6. Customer Obligations

To enable SimplyNKS Design to perform its obligations within the timescales the Customer shall:

6.1 Keep agreed appointments In order to meet the necessary timescales

6.2 Provide the supplier with any information reasonably required by the Supplier to complete the customers requested work.

6.3 Obtain all necessary permissions and consent which will be required before the commencement of the services, the cost of which is the sole responsibility of the customer. In certain circumstances this may include evidence that the customer holds a specific legal status in respect to a related individual and can make decisions in their best interests. E.g. Enduring Power of Attorney

6.4 Comply with such other requirements as agreed between the parties prior to the commencement of work.

6.5 Have the legal right/license to use any images, music, logo, text, or other elements they require to be used in their design

6.6 To inform the Supplier immediately of any major changes to timescales or artwork

7. Supplier Obligations

7.1 The Supplier shall perform the Services with reasonable skills and care and to a reasonable standard in accordance with recognised standards and codes of practice

7.2 The Supplier accepts all responsibility to fulfil the service that is within its' control, by the agreed timescales and to a satisfactory standard.

7.3 SimplyNKS Design are committed to the following service standards -

- All information supplied by the supplier to the customer will be impartial
- The supplier will provide understandable information that will empower an individual to choose the right choice for them
- Information provided by the customer will remain confidential at all times
- The highest standard of customer care

No information will be supplied to a third party without the customer's expressed permission See clause 8

8. Confidentiality & Data Protection

8.1 Information disclosed by the customer will be kept confidential and shared only with relevant staff providing the service as agreed.

8.2 All information retained by SimplyNKS Design will be processed strictly in accordance with the provisions of the Data Protection Act 1998 and its successors. Such information shall be held solely for the purposes of fulfilling the contract.

8.3 The Supplier will not transmit any personal data held on behalf of the client except where

- a) The transfer is a necessary part of the work undertaken to fulfil the contract or
- b) There is a requirement to do so by operation of the law.

For example, if there is a situation where concerns are raised regarding the safety and well-being of the customer, or for the person for whom the service is provided.

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9. Complaints And Disputes

- 9.1** The supplier will always aim to deliver excellence however there may be times when the customer is not happy with the service provided by the supplier. All complaints must be put in writing (to the registered office) or by email to mark@simplynksdesign.com
- 9.2** If there is a dispute about the interpretation or operation of this contract then the supplier will make every effort to resolve the dispute when and where it arises, negotiating on the basis of good faith
- 9.3** SimplyNKS Design aim to respond to complaints within 72 hours.
- 9.4** The decision given on any complaint or dispute by the Supplier is final

10. Limitation Of Liability

- 10.1** The Supplier undertakes to maintain Professional Indemnity Insurance limited to £5,000,000 in total.
- 10.2** Nothing in these Terms and Conditions shall exclude or limit the liability of the Supplier for death or personal injury. However the Supplier shall not be liable for any direct loss or damage suffered by the Customer howsoever caused, as a result of any delay in the work carried out, negligence, breach of contract or otherwise in excess of the price of the Service.
- 10.4** The Supplier will not be held responsible for third party costs incurred by the customer for any reason whatsoever.
- 10.5** The Supplier will not be held responsible for any third party mistakes, delays, or print problems. However, the Supplier will do it's best to rectify the problem(s) with the printer on behalf of the Customer
- 10.6** The Supplier will not be liable for any business or financial loss arising from any mistakes within the approved design.

11. Cancellations & Termination

- 11.1** The Customer may cancel the Service by notifying the Supplier as soon as possible. If work has commenced the upfront fee and/or any remaining fees will still remain payable.
- 11.2** All work undertaken up to receiving cancellation must be paid for.
- 11.3** The Supplier may terminate the Service for any good reason within 14 days, giving written notice to the Customer, a full refund of any monies (less any external expenses) received from the customer will be given within 14 days.
- 11.4** The Supplier may, at the Customer's expense charge any costs relating to the winding up of any work being carried out as part of the contract including, but not limited to, fees or any other reasonable third party liabilities

12. Force Majeure

Neither party shall be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, strikes, lock outs, accidents, war, fire, or breakdown of machinery. The party shall be entitled to a reasonable extension of its obligations.

13. Severance

If any term or provision of these Terms and Conditions is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if these Terms and Conditions had been agreed with the invalid, illegal or unenforceable provision eliminated.

14. Governing Law And Jurisdiction

Any disputes or claims arising out of or in connection with these Terms and conditions of Business or the contract shall be governed by and construed in accordance with the law of England and Wales