



# TERMS AND CONDITIONS OF BUSINESS

For us to be able to trade successfully, there are certain terms and conditions that we must both adhere to. We have detailed them here in a clear and concise manner, to try to ensure that no misunderstandings arise, however, if you have any queries regarding these terms or your rights under them, feel free to contact us.

## 1. GENERAL

These Terms and Conditions ("the Conditions"):

(a) shall apply, to the exclusion of all other terms and conditions, to each transaction ("the Contract") for the supply of goods and/or services (herein after called "the Work") by keithjones.net to a purchaser of services and/or goods (herein after called "the Customer"), unless otherwise agreed in writing or as provided below

(b) are written in plain and easy-to-understand English and should be read using the ordinary everyday meaning

(c) should not be construed in any way as to try and give a word, phrase or expression a different meaning to the ordinary everyday meaning

(d) supersede all understandings, prior terms and conditions, prior agreements, and all other representations and communications, whether written or oral

(e) in no way confer on any third party the right to enforce any of the terms of this agreement in accordance with the Contracts (Rights of Third Parties) Act 1999

(f) may be amended or updated from time to time by keithjones.net without prior notice

## 2. PRICES, ESTIMATES AND QUOTATIONS

(a) quotations and estimates are valid for a period of 30 days from the date of quotation/estimation.

(b) if a price has not been expressly agreed for the Work by the time an Order is placed, keithjones.net shall charge the Customer in accordance with keithjones.net's normal pricing structure and the Customer shall not subsequently dispute the price charged

(c) prices contained on keithjones.net's website, price lists and brochures may be amended or updated from time to time by keithjones.net without prior notice

(d) estimates are only indications of the price that keithjones.net will charge to undertake a particular type of work and may be amended upon site of artwork or the provision of further details by the Customer

(e) any quotation or estimate provided by keithjones.net cannot be construed as an offer or agreement to undertake the Work

## 3. ORDERS

(a) keithjones.net may decline to undertake producing the Work without giving reason, in this event, any payments made by the Customer for the Work shall be refunded in full

(b) in the event of keithjones.net cancelling an order: (i) any property of the Customer in the possession of keithjones.net and relating to the Work, shall be returned as soon as possible to the Customer; and the Customer will accept full liability for returned property whilst it is in transit

## 4. PROOFS

(a) if proofs are declined or not requested, keithjones.net shall not be liable for any errors present on the Work

(b) keithjones.net shall not be liable for any errors on the Work which have not been corrected by the Customer on proofs supplied

(c) keithjones.net will postpone printing of the Work until proofs supplied have been checked and approved by the Customer except where (i) the Customer declines a further proof or declines to check a further proof, in which case, the Customer shall be wholly liable for any errors present on the Work

## 5. COPYRIGHT

(a) the Customer shall be responsible for obtaining permission to reproduce all materials provided for producing the Work, including without limiting foregoing: pictures, artwork, photographs, logos, text, illustrations

(b) keithjones.net and its agents shall be indemnified by the Customer in respect of any claims, costs and expenses arising out of any libellous matter, infringement of copyright, trademark, patent, design or of any other proprietary or personal rights contained in any material printed or artwork produced for the Customer. The indemnity shall extend to any amount paid on a lawyer's advice in settlement of any claim

(c) the copyright of any artwork or design produced by keithjones.net on behalf of the Customer shall be transferred to the Customer upon completion and receipt of full payment and unless otherwise agreed in writing, the Customer shall grant keithjones.net unlimited license to reproduce the artwork or design, in whole or in part, solely for keithjones.net's marketing purposes, to serve as examples of keithjones.net's work or for use as the basis of new pieces of artwork or design (subject to the removal of elements contained in the artwork or design that would identify the Customer, including without limiting foregoing: the Customer's logo, images or photographs supplied by the Customer etc.)

(d) the copyright of any illustration, photograph or image used in any artwork or design produced by keithjones.net on behalf of the Customer shall remain with its respective copyright owner at all times and the Customer shall abide by the appropriate license granted for the use of the same.

## 6. COLOUR PRINTING

(a) keithjones.net shall not be required to exactly match the colour or finish of the Work to any proofs supplied, examples provided by the Customer, or anything else provided by the Customer or produced by keithjones.net which is to be or has been used as a colour reference

(b) keithjones.net does not guarantee consistent colour reproduction on the Work where different materials are specified for each item (for example: Business Cards on 350gsm white board and Letterheads on 100gsm cartridge paper)

## 7. DELIVERY

(a) if keithjones.net fails to deliver the Work within the standard delivery time as set out at the time of ordering, a refund shall be provided according to the Guarantee in force at the time of ordering. With the exclusion that the late delivery was the fault of any carrier or delivery service used to deliver the Work

## 8. PAYMENT

(a) payment in full must be made prior to the commencement of any work

(b) should work be stopped or suspended at the request of or delayed through any default of the Customer for a period of 15 working days or more, keithjones.net shall have the right to cancel the order and charge the Customer for materials used, work carried out, materials ordered or purchased and any other additional costs that have arisen and to use any amount paid by the Customer to keithjones.net to offset these costs, in this event, any surplus monies will be refunded to the Customer.

## 9. CUSTOMERS PROPERTY

(a) Except in the case of a customer who is not contracting in the course of a business or holding himself out as doing so, the Customers property and all property supplied to keithjones.net by or on behalf of the Customer shall while it is in the possession of keithjones.net or in transit to or from keithjones.net or the Customer be deemed to be at the Customers own risk and keithjones.net shall not be held liable for any damage or loss that may occur

(b) the return of any property to the Customer from keithjones.net shall be charged for unless otherwise agreed in writing except where (i) collection is made by the Customer or by an agent or representative of the Customer

## 10. MATERIALS SUPPLIED BY THE CUSTOMER

Keithjones.net reserves the right to reject any paper, plates, artwork, films, items for scanning or other materials supplied by or specified by the Customer which appear to keithjones.net to be unsuitable

## 11. MATERIALS USED IN THE PRODUCTION OF THE WORK

All materials used by keithjones.net to produce the Work shall remain keithjones.net's property

## 12. CLAIMS

(a) any query regarding the condition of the Work, once supplied to the Customer, must be made to keithjones.net before the close of business on the third working day following receipt of the Work and confirmed in writing within 7 working days. Claims made outside this limit will not be entertained.

(b) any query relating to invoices or non-delivery of the Work must be made to keithjones.net in writing within 28 days of the invoice date. Claims made outside this limit will not be entertained.

(c) keithjones.net shall not be liable in respect of any claim

unless the aforementioned requirements have been complied with except in any particular case where the Customer can prove (i) it was not possible to comply with the requirements or (ii) advice was given and the claim made as soon as reasonably possible.

## 13. ILLEGAL MATTER

(a) keithjones.net shall not be required to print any matter which in its opinion is or may be blasphemous or of an illegal or libellous nature or an infringement of the proprietary or other rights of any third party or may be prejudicial or detrimental to the good of keithjones.net

(b) keithjones.net shall be indemnified by the Customer in respect of any claims, costs and expenses arising out of any libellous matter or any infringement of copyright, patent, design or of any other proprietary or personal rights contained in any material printed or artwork produced for or on behalf of the Customer. The indemnity shall extend to any amount paid on a lawyers advice in settlement of any claim

## 14. INSOLVENCY

If the Customer ceases to pay his/her debts in the ordinary course of business or cannot pay his/her debts as they become due or being a company is deemed to be unable to pay its debts or has a winding up petition issued against it or being a person commits an act of bankruptcy or has a bankruptcy petition issued against him keithjones.net without prejudice or other remedies shall (i) have the right not to proceed further with the order or any other work for the Customer and be entitled to charge for work already carried out (whether completed or not) and materials purchased, such charges to be an immediate debt due to keithjones.net, and (ii) in respect of all unpaid debts due from the Customer have a general lien on all work and property in keithjones.net's possession (whether worked on or not) and shall be entitled on the expiration of 14 days notice to dispose of such work or property in such manner and at such price as keithjones.net sees fit and to apply the proceeds towards such debts.

## 15. FORCE MAJEURE

Keithjones.net shall be under no liability if it shall be unable to carry out any part of the order for any reason beyond its control including (without limiting foregoing) Act of God, legislation, war, fire, flood, drought, failure of equipment, failure of power supply, lock out, strike or any other action taken by employees in contemplation or furtherance of a dispute or owing any inability to procure materials required for the order. During the continuance of such a contingency the Customer may by written notice to keithjones.net elect to terminate the order and pay for work done and materials used, but subject thereto shall otherwise accept delivery when available.

## 16. LIMITATION OF LIABILITY

(a) keithjones.net's liability in any event shall at no time exceed the invoiced value of the Work.

(b) keithjones.net shall not be liable for any consequential loss, direct loss, or third party loss resulting from a delay in transit or delivery howsoever caused

## 17. YOUR RIGHT TO CANCEL

Unless otherwise agreed in writing, due to the nature of the Work having no redeemable value if returned or cancelled, the Customer's statutory right of withdrawal from this Contract (under the Distance Selling Regulations 2000) will not apply, once the Customer has accepted these Conditions and entered into the Contract for the supply of the Work

## 18. GENERAL

If any of these terms are determined to be illegal, invalid or otherwise unenforceable by reason of the laws of England and Wales, then to the extent and within the jurisdiction in which that term is illegal, invalid or unenforceable, it shall be severed and deleted from these terms and the remaining terms shall survive, remain in full force and effect and continue to be binding and enforceable.

## 19. LAW

These Conditions and all other express terms used in them shall be governed and construed in accordance with the laws of England and Wales.