

TERMS & CONDITIONS



The following Terms and Conditions of Service apply to all products and services provided by Mixed Jelly Creative Ltd (hereinafter referred to as Mixed Jelly) and in the event of any dispute are governed by the laws of England.

All work is carried out by Mixed Jelly on the understanding that the client has agreed to our Terms and Conditions.

Copyright is retained by Mixed Jelly on all design work including words, pictures, ideas, visuals and illustrations unless specifically released in writing and after costs have been settled.

If a choice of designs is presented and one is chosen for your project, only that solution is deemed to be given by us as fulfilling the contract. All other designs remain the property of Mixed Jelly, unless specifically agreed in writing.

Project Acceptance

At the time of proposal, Mixed Jelly will provide the client with a quotation by email.

A copy of the quotation is to be signed and dated by the client to indicate acceptance and should be returned to Mixed Jelly.

Alternatively, the client can send an official purchase order in reply to the quotation which binds the client to accept our Terms and Conditions, or an email acknowledging acceptance of the quotation.

For the avoidance of doubt, the Mixed Jelly Terms and Conditions are what govern the job, not any conditions on the client's purchase order.

Design Charges

Charges for design services to be provided by Mixed Jelly will be set out in the written quotation that is provided to the client. At the time of the client's acceptance of the quotation, indicating acceptance of the Terms and Conditions, a non-refundable payment of 50% of the quoted fee will be immediately due.

Unless agreed otherwise with the client, all design services require an advance payment of a minimum of 50% of the project quotation total before the work commences or is supplied to the client for review. The remaining 50% of the project quotation total will be due upon completion of the work prior to upload to the server or release of materials.

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Source Files

We will supply proofs and PDF files as appropriate for printing, or other graphic files as detailed in the job scope or request.

Charges for design work do not cover the release of our copyright design source files, including but not restricted to indd, psd, ai, png, aep, prproj or other source files or raw code; if the client requires these files for transfer to an in-house or other designer, this will be subject to discussion and a possible separate quotation or 'buy-out' charge.

Charges for Other Services

Further charges will be added for any additional services requested during the project that are over and above the estimated time or out of scope.

Payment

The client will be provided with a proof email, and an invoice prior to final publication. At this time the remainder of the amount due will become payable and the client will also be required to signify approval by email to Mixed Jelly.

Any invoice queries must be submitted by email within 14 days of the invoice date.

Accounts which remain outstanding for 30 days after the date of invoice, will incur late payment interest charge at the Bank of England Base Rate plus 8% on the outstanding amount from the date due until the date of payment.

Payments may be made by online transfer.

Publication and/or release of work done by Mixed Jelly on behalf of the client, may not take place before cleared funds have been received.

Default

An account shall be considered default if it remains unpaid for 30 days from the date of invoice. Mixed Jelly shall be entitled to remove Mixed Jelly's and/or the client's material from any and all computer systems, until the amount due has been fully paid. 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.

Removal of such materials does not relieve the client of its obligation to pay the due amount.

Clients whose accounts become in default agree to pay all Mixed Jelly's reasonable legal and accounting expenses and third-party collection agency fees in the enforcement of the debt and these Terms and Conditions.

Copyrights and Trademarks

By supplying text, images and other data to Mixed Jelly for inclusion in the client's website or other medium, the client declares that it holds the appropriate copyright and/or trademark permissions. The ownership

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of such materials will remain with the client, or rightful copyright or trademark owner.

Any artwork, images, or text supplied and/or designed by Mixed Jelly on behalf of the client, will remain the property of Mixed Jelly and/or its suppliers unless otherwise agreed in writing. A licence for use of the copyright material is granted to the client solely for the project defined in the scope or request and not for any other purpose.

The client may request in writing from Mixed Jelly, the necessary permission to use materials (for which Mixed Jelly holds the copyright) in forms other than for which it was originally supplied, and Mixed Jelly may, at its discretion, grant this and may charge for the additional usage. Such permission must be obtained in writing before any of the aforesaid artwork, images, text, or other data is used.

Any software, code, plugin or other third party material used in a web or digital project remains the property of the creator and any ongoing licence fees or fees for upgrades are the responsibility of the client, not Mixed Jelly.

By supplying images, text, or any other data to Mixed Jelly, the client grants Mixed Jelly permission to use this material freely in the pursuit of the design.

Should Mixed Jelly or the client 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 client will agree to allow Mixed Jelly to remove and/or replace the file on the site.

The client agrees to fully indemnify and hold Mixed Jelly free from harm in any and all claims resulting from the client in not having obtained all the required copyright, and/or any other necessary permissions.

Alterations

The client agrees that changes required over and above the estimated work, or in addition to the agreed scope, or where the client makes changes to the supplied copy or changes required to be carried out after acceptance of the draft design, will be liable to a separate charge.

The client also agrees that Mixed Jelly holds no responsibility for any amendments made by any third party, before or after a design is published.

Licensing

Any design, copywriting, drawing, idea or code created for the client by Mixed Jelly, or any of its contractors, is licensed for use by the client and may not be modified, re-used, or re-distributed in any way or form without the express written consent of Mixed Jelly and any of its relevant sub-contractors.

All design work – where there is a risk that another party make a claim, should be registered by the client with the appropriate authorities prior to publishing or first use or searches and legal advice sought as to its use.

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Mixed Jelly will not be held responsible for any and all damages resulting from such claims.

Mixed Jelly is not responsible for any loss, or consequential loss, non-delivery of products or services, of whatever cause. The client agrees not to hold Mixed Jelly responsible for any such loss or damage.

Any claim against Mixed Jelly shall be limited to the relevant fee(s) paid by the client.

Data Formats

The client agrees to Mixed Jelly's definition of acceptable means of supplying data to the company.

Text is to be supplied to Mixed Jelly in electronic format as standard text (.txt), MS Word (.docx) or via email / FTP or shared folder.

Images which are supplied in an electronic format are to be provided in a format as prescribed by Mixed Jelly via email / FTP. Images must be of a quality suitable for use, and Mixed Jelly will not be held responsible for any image quality which the client later deems to be unacceptable.

Additional expenses may be incurred (if not already agreed upon) for any necessary action, including, but not limited to, photography and art direction, photography searches, data entry services and the alteration of images

Design Project Duration

Any indication given by Mixed Jelly of a design project's duration is to be considered by the client to be an estimation. Mixed Jelly cannot be held responsible for any project over-runs, whatever the cause. Estimated project duration should be deemed to be from the date the initial advance payment is received by Mixed Jelly, or by date confirmed in writing by Mixed Jelly.

Rights of Access for Website Construction

The client agrees to allow Mixed Jelly all necessary access to computer systems and other locations, as required, in order to complete a website project and until all due funds are cleared. Including the necessary read/write permissions, usernames and passwords.

The client also agrees to allow Mixed Jelly access to any computer systems, usernames and passwords required to remove data and/or sites for failure to comply with these Terms and Conditions.

The client agrees to supply Mixed Jelly with all necessary materials, electronic, or otherwise, required to create and complete the project, and to supply them in a timely manner.

Design Project Completion

Mixed Jelly considers the design project complete upon receipt of the client's signed Approval form or sign-off email. Other services such as printing, display panel production, film-work, website uploading, publishing etc. either contracted on the client's behalf constitute a separate project and can be treated as a separate charge.

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Website design only

Mixed Jelly require that a template is approved by the client before coding of a site commences. Once the template(s) for the website are approved by the client, coding will commence; any changes to navigation items, colours, structure or content that require changes to the template will incur an additional charge.

Once web design is complete, Mixed Jelly will provide the client with the opportunity to review the resulting work. Mixed Jelly will make one set of minor changes at no extra cost. Minor changes include small textual changes and small adjustments to placement of items on the page. It does not include changes to images, colour schemes or any navigation features. Any minor changes can be notified to Mixed Jelly by email.

Mixed Jelly will consider that the client has accepted the original draft, if no notification of changes is received in writing from the client, within 14 days of the start of the review period.

Hosting websites

Mixed Jelly offers a limited hosting service through an out-sourced virtual server. Mixed Jelly does not guarantee continuous service and will accept no liability for loss of service, whatever the cause.

Mixed Jelly may request that clients change the type of hosting account used if that account is deemed by Mixed Jelly to be unacceptable because of poor service, lack of bandwidth or in any other way insufficient to support the website. Fees for hosting on Mixed Jelly's virtual server are due at the commencement of any period of service and are non-refundable.

Fees due to third party hosting organisations are the responsibility of the client and Mixed Jelly are not liable for their payment, nor for the renewal of domain names, which are the sole responsibility of the client/ domain owner.

Domain Registration

Mixed Jelly cannot guarantee the availability of any domain name. Where Mixed Jelly is to register a domain name on behalf of a client it will endeavour to do so but the client should not assume a successful registration.

Search Engine Submission

Due to the infinite number of considerations that search engines use when determining a site's ranking, Mixed Jelly cannot guarantee any particular placement. Acceptance by any search engine cannot be guaranteed and when a site is accepted, the time it takes to appear in search results varies from one search engine to another. Rankings will also vary as new sites are added. Mixed Jelly recommend that clients use a professional SEO company and are happy to provide details of such companies, but accept no responsibility for their services.

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Design Credits

The client agrees to allow Mixed Jelly to place a small credit on printed material exhibition displays, advertisements and/or a link to Mixed Jelly own website on the client's website. This will usually be in the form of a small logo or line of text placed towards the bottom of the page.

The client also agrees to allow Mixed Jelly to place websites and other designs, along with a link to the client's site on Mixed Jelly's own website for demonstration purposes and to use any designs in its own publicity and portfolios.

Rights of Refusal

Mixed Jelly will not include in its designs, any text, images or other data which it deems to be immoral, offensive, obscene or illegal. All advertising material must conform to all standards laid down by all relevant advertising standards authorities. Mixed Jelly also reserves the right to refuse to include submitted material without giving reason. In the situation where any images and/or data that Mixed Jelly does include in all good faith, and subsequently discovers is in contravention to such Terms and Conditions, the client is obliged to allow Mixed Jelly to remove the contravention without hindrance, or penalty. Mixed Jelly is to be held in no way responsible for any such data being included.

Cancellation

Cancellation of orders may be made initially by telephone contact, or email. The client will then be invoiced for all work completed over and above the non-refundable deposit that will have been made at the time of first ordering. The balance of monies due must be paid within 30 days. Please note: any cancellation which is not formally confirmed and received by Mixed Jelly within 10 working days of such instruction being issued, will be liable for the full quoted cost of the project.

Disclaimer

Mixed Jelly makes no warranties of any kind, express or implied, for any and all products and/or services that it supplies. Mixed Jelly will not be held responsible for any and all damages resulting from products and/or services it supplies. Mixed Jelly is not responsible for any loss, or consequential loss of data, or non-delivery of products or services, of whatever cause. While we take reasonable steps to investigate the materials we recommend, we accept no responsibility for the performance or quality of materials or any consequential loss arising from their failure. The client agrees not to hold Mixed Jelly responsible for any such loss or damage. Any claim against Mixed Jelly shall be limited to the relevant fee(s) paid by the client.

Mixed Jelly reserves the right to use the services of sub-contractors, agents and suppliers and any work, content, services and usage is bound by their Terms and Conditions. Mixed Jelly will not knowingly perform any actions to contravene these and the client also agrees to be so bound.

Mixed Jelly and its clients agree to comply with Printers Terms and Conditions

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General

These Terms and Conditions supersede any previous Terms and Conditions distributed in any form. Mixed Jelly reserves the right to change any rates and any of the Terms and Conditions at any time and without prior notice.

Acceptance of Terms and Conditions and Quotation

The placement of an order for design and/or any other services offered by Mixed Jelly, by email, verbally or in writing, is deemed to be acceptance of these Terms and Conditions.

A quotation validated by the client's signature on the quote form, or acceptance by email, constitutes acceptance of the quotation and agreement to comply fully with all the Terms and Conditions and forms a Contract for Business between the signatory and Mixed Jelly.