

## **Definition of our terminology as used within this document:**

1. A 'Project' is any work undertaken or service provided by Printx Graphics for the client on their request and as described in our confirmation order email to that Client.
2. 'You' or 'Client,' is a person, persons, business or organisation using any of the services provided by Printx Graphics.
3. 'We' , 'us', 'our' means Printx Graphics.
4. 'Live Mode' means the date the website is available on the client's chosen domain.
5. 'Domain' is the website address as specified by the client.
6. 'Open Source Software' is software made freely available to anyone under the GNU General Public License (GPL).
7. 'Hosting' is a yearly cost to keep a client's website activated online.
8. 'Content' is both text and images that the client requires on the website.
9. 'mb' stands for megabytes and is a measure of storage space.
10. 'Revisions' means changes.
11. 'Copy writing' is a content writing service Printx Graphics offer for a fee.

## **General**

1. The contract between Printx Graphics and the client will be on these conditions, to the exclusion of all other terms and conditions. Any variations to these conditions shall have no effect unless agreed in writing.
2. The works to be carried out shall be as set out in the Printx Graphics invoice which can be found attached to the confirmation order email.

## **Legalities, Copyright and Intellectual Property**

1. Printx Graphics shall expect the client to carry out sufficient research before proceeding with a website. This will include checking that the website/idea/business will operate legally. It is important that the website is not in any way illegal. Please ensure that any images or content you supply or use on your website, is legally available for you to use. We cannot be held responsible for the illegal use of images, content or format of material supplied by the client. Printx Graphics reserve the right to remove any website from its servers if it has reason to believe that it is operating illegally.
2. Where images used on the website have been purchased by Printx Graphics on behalf of the client, these images are restricted by license for use on the website only and are limited to 10 images per project. Printx Graphics are not liable for misuse of these images by the client or any other person's copying, altering or distributing the images to individuals or other organisations.
3. Printx Graphics makes no claims that the contents of this website may be lawfully viewed or downloaded outside England and Wales. Access to this website may not be legal by certain persons or in certain countries. If this website is accessed from outside of the United Kingdom, it is done at own risk and the visitor is responsible for compliance with the relevant laws of the visitor's jurisdiction. The terms and conditions of this website are governed by the laws of England and Wales. Jurisdiction for any claims arising in respect of this website's content shall lie exclusively with the courts of England. If any provision of these terms and conditions is found to be invalid by any Court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these terms and conditions, which shall remain in full force and effect.
4. Prints Graphics cannot be held responsible for anything adversely affecting the Client's business operation, sales, or profitability that might be claimed is a result of a service offered by Printx Graphics.

## **Paying for your Design or Development project**

1. We charge for the design and development of all Printx Graphics Creative Services at various stages. Before we start work, a 50% deposit of the total sum due is payable (the deposit). When the design is approved by you and the website home page is completed, a further 25% is due (design payment). The final 25% is payable when the website is complete and ready to 'go-live' (final payment) Your website will only be switched to 'live' mode when it has been paid for, in full. The initial deposit payment is non-refundable after Printx Graphics has committed resource or completed research and/or design work on the client's behalf.
2. We accept Cash and BACS as payment methods which will incur no payment fees.
3. Printx Graphics own all design and code of the website. If client requires ownership of the website, Printx Graphics will request a payment of £200 (ownership). On receipt of this extra payment, full ownership of the site files are handed to the client, this includes all design, branding and code.

## **Print Services**

1. For the printing of any products designed by Printx Graphics or another external party, a 50% deposit of the total sum due is payable. The final 50% is payable upon delivery to the client. This excludes the Business Start Up Packages offered by Printx Graphics.
2. The artwork provided by the client must meet the Printx Graphics specifications detailed on our website.
3. If the artwork sent to us does not meet the specifications, Printx Graphics will request the client to amend and re-send the file.
4. Where Printx Graphics is required to make any revisions, an extra charge will be added to the total sum. A charge of £5 will be added for each Minor revision, which consists of either (text, colour, adding/removing one element, re-sizing of one element), £20 for each Major revision which consists of either (changes to original artwork, adding animation such as moving text, moving pictures, banners, carousels, illustrations).
5. Where Printx Graphics sees a re-design is required, we will notify the client and send a quotation for re-design work.
6. Due to print work being bespoke to each business or individual, we do not offer returns or refunds.
7. We accept Cash and BACS payment methods which will incur no payment fees.

## **Communication**

1. Email is our primary method of contact with regard to all communication for your creative designs. If there are any problems which cannot be resolved by email, you can contact us on 07724675282.
2. It is the client's responsibility to inform us by email of any change in email address so we always have valid contact details. We cannot be held liable in any way for problems relating to communication issues if we are not supplied with a valid email address. Some of our systems rely on this email to inform you of various important information. We also advise that clients check junk and spam folders regularly.
3. It is important for the client to keep in contact with Printx Graphics throughout the entire project. If a client does not make contact for more than 2 weeks, we will make up to 5 attempts to contact the client by email using the email address for the client held on file. If we do not receive a response to these attempts of contact the project may be terminated, and the deposit will not be refunded. If the client wishes to postpone the project for a period of longer than 2 weeks, please contact us. Otherwise the project may be archived. We reserve the right to levy a £100 administration fee if the client returns after an unapproved postponement where the time since last contact is less than 6 months and wishes to continue work on their project.

4. If a client returns from an unapproved postponement and the last contact is more than 6 months, we shall need to provide a new quotation for the project and your original deposit will be non-refundable or transferable. Any design or development work completed previously may no longer be available.

### **Website Design and Development Packages**

1. We offer from two to unlimited design revisions depending on the product and design service selected by the client. This means that we will continue to work with you on your design concept up to the number of revisions stated in your chosen business package. The design revision period ends when the client accepts the design proposal and home page draft. Design changes beyond this point are subject to additional charges.
2. Design and layout changes to the internal pages of the website are subject to restrictions depending on what platform we use. These include Wordpress, Magento, Shopify, BigCartel and Opencart developments.
3. Printx Graphics will provide the client with an expected completion time frame for the project (live on the internet) if requested. Printx Graphics will provide a client access to its 'Project Cycle' documentation to ensure the client is fully aware of the responsibilities they have to ensure a successful and timely development. In order to provide a completion date a final list of changes is required from the client.
4. Open Source software (OSS) is publicly available software that may be adapted or modified to suit particular applications. OSS may be used to help develop elements of the functionality of the client's website to speed development and add functionality. Where Open Source software is used, the ownership of the site coding and any customisations made by the developer is still passed to the client if they wish to have ownership after the extra payment of £100.

### **Hosting and Search Engine Optimisation**

1. Printx Graphics will host the website if the client requires us to do so and on receipt of full payment of our hosting fees. In doing so, Printx Graphics will provide a reliable and professional service to the client at all times, excluding unavoidable technical failures. All standard hosting offered by Printx Graphics is limited to 250Mb of website space unless otherwise stated in a separate contract.
2. Printx Graphics hosting is annually renewable. The date of renewal will be 12 calendar months from the date the website was made live. Printx Graphics will contact the client 6 weeks before the renewal date and hosting services are not obligated.
3. The hosting renewal charge must be received within 10 days of the hosting expiry date. We reserve the right to deactivate any website when the hosting has expired and the client has not paid the renewal charge. We reserve the right to charge an administration fee of £50 for reactivating the website/hosting.
4. If the client does not use Printx Graphics hosting services, then the management and hosting of the domain name are the full responsibility of the client.
5. If the client does not wish to renew the hosting the site files and associated data can be made available to the client fee free on request and the domain name can be transferred to the client's registrar account. Should the client instruct us to upload and configure the site and domain name to a third party server this work will be subject to charge.
6. Printx Graphics reserve the right to delete the website from our servers 3 months after the date your hosting expired if you choose to not renew the hosting.
7. Printx Graphics offer free SSL with sites we host and manage DNS for. If you wish to manage DNS yourself we cannot provide support for SSL.

8. Printx Graphics do not take any responsibility for a client's website rank on search engines. This also includes any potential website downtime that can occur. When updating, changing, creating and hosting a client's website, there could be a change in the websites search engine ranking.

## Domain Names and Links

1. If required, a domain name will be registered by Printx Graphics on behalf of the client once we have received payment in full. These are limited to .co.uk and .com, any additional domain names can be purchased for an additional charge. Although the domain names are registered to us, the client is the legal owner of the domain and if they request to have details changed or the domain transferred elsewhere, we will do this within a reasonable timeframe.
2. Domain names require yearly renewal and there is an associated fee for this. Each client who hosts their website with Printx Graphics receives 1 free domain name for the first 12 months as part of their hosting thereafter, the client will be charged a renewal fee. This is limited to .co.uk and .com domains, any other Top Level Domains will carry separate charges.
3. Any domain name renewal is the responsibility of the client. Printx Graphics will attempt to contact the client by email up to 2 weeks in advance of a domain renewal being due. If the client does not pay to renew their domain name, the domain name shall not be renewed. We advise that you contact us 50 weeks after you purchase or renew a domain if you wish to renew it for another year.
4. Printx Graphics provides links or references to our client's websites solely for the convenience of prospective customers and intends that the links it provides be current and accurate, but does not guarantee or warrant that such links will point to the intended client site at all times.
5. We place a small text link on the footer of our client's website that simply states the website was designed by Printx Graphics and links to our company website. This link can be removed, if required.

## Website Text Copy (Content)

1. The client will be offered to utilise the Printx Graphics copy writing service at an additional charge to the website. If the client does not require this service, Printx Graphics will require the client to send all content that is to be added to the website in a Microsoft Word doc file. This excludes products on an ecommerce site as these are to be added by the client once the site is complete. The website content must be received no later than 4 weeks after the design has been approved and signed off. If the client does not send content within this time period, Printx Graphics reserve the right to send the design files to the client and collect full payment.

## Support

1. While a website is hosted with Printx Graphics, we shall be available between the hours of 10.00am and 5.00pm Monday – Friday. This excludes all bank holidays. Within a reasonable time period we will look to fix any issues with the website which are not due to a customer's doing.
  2. Any work to be done out of the normal working hours specified will be charged at an additional cost.
  3. Printx Graphics email accounts are available on any device that supports email. These include the Apple iPhone and Samsung Galaxy as well as many others. Printx Graphics will provide instructions on how to setup email on these devices via our support area on our website. We are not able to provide email or phone support for these devices.
  4. If client website is not hosted with Printx Graphics and wishes to receive our support and maintenance there will be a separate charge.
- **(\*) Printx Graphics will not tolerate any form of harassment against its employees from customers or third parties and we reserve the right to cancel a contract without refund in the event of unreasonable or inappropriate conduct. This includes threatening behaviour and abuse directed towards our employees thereafter any further communication must be via postal mail only.**