

Terms and Conditions

APPLICATION AND ENTIRE AGREEMENT

1. These Terms and Conditions apply to the provision of the services detailed in our quotation by Jenny Johns Design
2. Placing an order with Jenny Johns Design (hereinafter called “**we, us the Company**”) is to be deemed to be an acceptance of such terms and conditions by (**you** or the **Customer**).

INTERPRETATION

3. The headings in these Terms and Conditions are for convenience only and do not affect their interpretation.
4. Words imparting the singular number shall include the plural and vice-versa.

PRELIMINARY WORK

5. Work carried out whether experimentally or otherwise at the Customer’s request will be charged at the quoted hourly rate.

AMENDMENTS

6. Any additional amendments, corrections including style alterations not included in the original quote will be charged separately. Proofs of all work will be submitted to the Customer for approval and in the event no responsibility will be accepted for any errors in them not corrected by the Customer.

DELIVERY AND PAYMENT

7. The Company reserve the right to require a deposit of between 30-50% of the agreed total cost before any work will be carried out.
8. The Customer must pay the fees due within 30 days of the date of invoice or otherwise in accordance with any credit terms agreed between us.
9. Without limiting any other right or remedy we have for statutory interest, if you do not pay within the period set out above, the Company will charge you interest at the rate of 8% per annum above the base lending rate of the Bank of England from time to time on the amount outstanding until payment is received in full.
10. If you do not pay within the period set out above, we can suspend any further provision of the Services and cancel any future services which have been ordered by, or otherwise arranged with you.
11. All payments must be made in British Pounds unless otherwise agreed in writing between us.
12. Should work be suspended at the request of or delayed through any default of the Customer for a period of 30 days the Company shall be then entitled to payment for work already carried out, materials specially ordered and other additional costs.

COMMUNICATIONS

13. All notices under these Terms and Conditions must be made in writing and signed by, or on behalf of, the party giving notice (or a duly authorised officer of that party).



YOUR OBLIGATION

14. You must obtain any permissions, consents, licenses or otherwise that we need and must give us access to any and all relevant information and any other matters which we need to provide the Services
15. If you do not comply with clause 14, we can terminate the Services.
16. We are not liable for any delay or failure to provide the Services if this is caused by your failure to comply with the provisions of this section (**YOUR OBLIGATION**).

INTELLECTUAL PROPERTY

17. All intellectual property rights developed by the Company as part of the Services will transfer to the Customer upon full payment. The Client has sole responsibility in ensuring they comply with image licences purchased from any stock libraries.

FEES

18. The Fees for the Services are set out in the quotation and are on a time and material basis.
19. You must pay us for any additional services provided by us that are not specified in the quotation in accordance with our then current, applicable hourly rate in effect at the time of performance or such other rate as may be agreed between us.

DATA PROTECTION

20. The Company shall only process Personal Data to the extent reasonably required to enable it to supply the Services as mentioned in these Terms and Conditions or as requested by and agreed with the Customer, shall not retain any Personal Data longer than necessary for the Processing and refrain from Processing and Personal Data for its own or for any third party's purposes.

CANCELLATION AND AMENDMENT

21. We can withdraw, cancel or amend a quotation if it has not been accepted by you, or if the Services have not started, within a period of 30 days from the date of the quotation (unless the quotation has been withdrawn).
22. Either we or you can cancel an order for any reason prior to your acceptance (or rejection) of the quotation.
23. If you wish to amend any details of the Services you must tell us in writing as soon as possible. We will use reasonable endeavours to make any required changes and additional costs will be included in the Fees and invoiced to you.
24. If, due to circumstances beyond our control, including those set out in the clause below (**CIRCUMSTANCES BEYOND OUR PARTY'S CONTROL**), we have to make any change in the Services or how they are provided, we will notify you immediately. We will use reasonable endeavours to keep any such changes to a minimum.

CIRCUMSTANCES BEYOND OUR PARTY'S CONTROL

25. Neither of us is liable for any failure or delay in performing our obligations where such failure or delay results from any cause that is beyond the reasonable control of that party. Such causes include, but are not limited to: industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the party in question. If the delay continues for a period of 90 days, either of us may terminate or cancel the Services to be carried out under these Terms and Conditions.



LIABILITY AND INDEMNITY

26. Our liability under these Terms and Conditions, and in breach of statutory duty, and in tort or misrepresentation of otherwise, shall be limited as set out in this section.
27. The total amount of our liability is limited to the total amount of fees payable by you under the Contract.
28. We are not liable in connection with our provision of the Services or the performance of any of our other obligations under these Terms and Conditions or the quotation for:
- a) any indirect, special or consequential loss, damage, costs or expenses or;
 - b) any loss of profits; loss of anticipated profits; loss of business; loss of data; loss of reputation or goodwill; business interruption; or, other third party claims; or
 - c) any failure to perform any of our obligations if such delay or failure is due to any cause beyond our reasonable control; or
 - d) any losses caused directly or indirectly by any failure or your breach in relation to your obligations or;
 - e) any losses arising directly or indirectly from the choice of Services and how they will meet your requirements or your use of the Services or any goods supplied in connection with the Services.

TERMINATION

29. We can terminate the provision of the Services immediately if you:
- a) commit a breach of your obligations under these Terms and Conditions; or fail to make pay any amount due under the Contract on the due date for payment; or
 - b) are or become or, in our reasonable opinion, are about to become, the subject of a bankruptcy order or take advantage of any other statutory provision for the relief of insolvent debtor; or
 - c) enter into a voluntary arrangement under Part 1 of the Insolvency Act 1986, or any other scheme or arrangement is made with its creditors; or
 - d) convene any meeting of your creditors, enter into voluntary or compulsory liquidation, have a receiver, manager, administrator or administrative receiver appointed in respect of your assets or undertakings or any part of them, any documents are filed with the court for the appointment of an administrator in respect of you, notice of intention to appoint an administrator is given by you or any of your directors or by a qualifying floating charge holder (as defined in para 14. of Schedule B1 of the Insolvency Act 1986), a resolution is passed or petition presented to any court for your winding up or for the granting of an administration order in respect of you, or any proceedings are commenced relating to your insolvency or possible insolvency.

LAW

30. These conditions and all other express terms of the contract shall be governed and constructed in accordance with the Laws of England.

