

Terms & Conditions

The following Terms and Conditions of Service apply to all products and services provided by Tanja Jones Designs Ltd, hereafter referred to as 'TANJA JONES DESIGNS LTD'. In these Terms and Conditions, the "Client" or "Customer" means the person, firm or company who commissions the services of 'TANJA JONES DESIGNS LTD' or "the Company". All work is carried out by 'TANJA JONES DESIGNS LTD' on the understanding that the Client has agreed to 'TANJA JONES DESIGNS LTD's' Terms and Conditions.

Copyright is retained by 'TANJA JONES DESIGNS LTD' on all design work including but not limited to words, pictures, ideas, visuals and illustrations (unless specifically released in writing) and after all costs have been settled.

If a choice of design is presented, only one solution is deemed to be given by 'TANJA JONES DESIGNS LTD' as fulfilling the contract, all other designs remain the property of 'TANJA JONES DESIGNS LTD' unless otherwise agreed in writing.

INVOICING

The client agrees to pay for all products and services provided by 'TANJA JONES DESIGNS LTD' directly and within 3 working days from date of the invoice.

ESTIMATES & PROJECT ACCEPTANCE

At the time of proposal, 'TANJA JONES DESIGNS LTD' will provide the Customer with a budget estimate or quotation. Where a client does not request a budget estimate, or does not provide sufficient information for a full budget estimate to be provided, time will be charged on an hourly basis at the set Client rate, all time is reconcilable at the end of a project. Any quotation given by 'TANJA JONES DESIGNS LTD' relating to the price of the services and the time or period for delivery of the services or otherwise is based on the relevant conditions and information known to 'TANJA JONES DESIGNS LTD' at the time and does not constitute an offer. Unless previously withdrawn or otherwise agreed in writing, any quotation shall be valid for a period of 14 days, or if different for the period stated in the quotation. However, all quotations and orders are subject to withdrawal or alteration in whole or in part by 'TANJA JONES DESIGNS LTD' at any time.

The budget estimate or quotation is to be agreed in writing or email by the Client to indicate acceptance, the client may send an official order in the form of a Purchase Order number or document or written agreement in an email in reply to the estimate or quotation which binds the client to accept 'TANJA JONES DESIGNS LTD's' Terms and Conditions. No work on a project will commence until agreement has been received by 'TANJA JONES DESIGNS LTD'. If the client places verbal orders, 'TANJA JONES DESIGNS LTD' shall be entitled to ask the client to confirm any order in writing or will confirm back to the client that a verbal order has been agreed.

DESIGN CHARGES

Payment

Having agreed a price for design and production an initial payment of 30% of that fee is payable on development of the creative work and the outstanding amount will be invoiced upon approval of the designs and before release of all design assets. 'TANJA JONES DESIGNS LTD' reserve the right without notice to charge interest on past due balances at the rate of 2.5% per month while the account remains unpaid. 'TANJA JONES DESIGNS LTD' reserve the right to refuse completion or delivery of work until past due balances are paid.

Publication and/or release of work done by 'TANJA JONES DESIGNS LTD' on behalf of the client, may not take place before cleared funds have been received.

Returned cheques will incur an additional fee of £50 per returned cheque. 'TANJA JONES DESIGNS LTD' reserves the right to consider an account to be in default in the event of a returned cheque.

Default

An account shall be in default if it remains unpaid for 30 days from the date of invoice, or, following a returned cheque. 'TANJA JONES DESIGNS LTD' shall be considered entitled to remove 'TANJA JONES DESIGNS LTD's' and/or the customer'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, design, printers, photographers and libraries. Removal of such materials does not relieve the customer of their obligation to pay the

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due amount. Customers whose accounts become default agree to pay 'TANJA JONES DESIGNS LTD' reasonable legal expenses and third-party collection agency fees in the enforcement of these Terms and Conditions.

COPYRIGHTS AND TRADEMARKS

By supplying text, images and other data to 'TANJA JONES DESIGNS LTD' for inclusion in the customer's website or other medium, the customer declares that it holds the appropriate copyright and/or trademark permissions. The ownership of such materials will remain with the customer, or rightful copyright or trademark owner.

Any artwork, images, or text supplied and/or designed by 'TANJA JONES DESIGNS LTD' on behalf of the customer, will remain the property of 'TANJA JONES DESIGNS LTD' until the full invoice amount has been paid.

The customer may request in writing from 'TANJA JONES DESIGNS LTD', the necessary permission to use materials (for which 'TANJA JONES DESIGNS LTD' holds the copyright) in forms other than for which it was originally supplied, and 'TANJA JONES DESIGNS LTD' may, at its discretion, grant this. Such permission must be obtained in writing before it will allow any of the aforesaid artwork, images, text, or other data to be used. By supplying images, text, or any other data to 'TANJA JONES DESIGNS LTD', the customer grants 'TANJA JONES DESIGNS LTD' permission to use this material freely in the pursuit of the design.

Should 'TANJA JONES DESIGNS LTD', or the customer 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 customer will agree to allow 'TANJA JONES DESIGNS LTD' to remove and/or replace the file. The customer agrees to fully indemnify and hold 'TANJA JONES DESIGNS LTD' free from harm in any and all claims resulting from the customer in not having obtained all the required copyright, and/or any other necessary permissions.

REVISIONS & ALTERATIONS

The customer agrees that changes required over and above the estimated work or required to be carried out after acceptance of the draft design, will be liable to a separate charge. Time quoted allows for two sets of minor copy and/or design revisions after initial layout, unless otherwise

agreed on the assumptions of that project estimate. All initial content should be supplied as approved copy in editable electronic format, anything not provided in that format may be liable to an additional time charge.

The customer also agrees that 'TANJA JONES DESIGNS LTD' holds no responsibility for any amendments made by any third party, before or after a design is published.

Errors & Omissions

It is the client's responsibility to check PDF proofs carefully for accuracy in all respects. 'TANJA JONES DESIGNS LTD' is not liable for errors or omissions. Written confirmation of approval to go to print is required from the client. If approval is given verbally, 'TANJA JONES DESIGNS LTD' reserve the right to request approval in writing or to reply to the client via email confirming verbal approval has taken place.

PROPERTY AND SUPPLIERS PERFORMANCE

'TANJA JONES DESIGNS LTD' will take all reasonable precautions to safeguard property entrusted to us. In the absence of negligence on our part, however, we are not responsible for loss, destruction or damage or unauthorised use by others of such property. We will use our best efforts to ensure quality and timely delivery of all printed matter. Although we may use our best efforts to guard against any loss arising from the failure of our suppliers, media, or others to perform in accordance with their commitments, 'TANJA JONES DESIGNS LTD' is not responsible for failure on their part. We cannot in any way be held responsible for quality, price, performance or delivery of materials made or supplied by others where the work has been placed directly by the client.

Licensing

Any design, copywriting, drawing or idea created for the customer by 'TANJA JONES DESIGNS LTD', or any of its contractors, is licensed for use by the client on a one-time only basis and may not be modified, re-used, or re-distributed in any way or form without the express written consent of 'TANJA JONES DESIGNS LTD' 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. 'TANJA JONES DESIGNS LTD' will not be held responsible for any and all damages resulting from such claims.

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'TANJA JONES DESIGNS LTD' is not responsible for any loss, or consequential loss, non-delivery of products or services, of whatever cause. The customer agrees not to hold 'TANJA JONES DESIGNS LTD' responsible for any such loss or damage. Any claim against 'TANJA JONES DESIGNS LTD' shall be limited to the relevant fee(s) paid by the customer.

Data Formats

The client agrees to 'TANJA JONES DESIGNS LTD's definition of acceptable means of supplying data to the company. Text is to be supplied to 'TANJA JONES DESIGNS LTD' in digital format as standard text (.txt), MS Word (.doc) via email. Images which are supplied in a digital format, are to be provided in a format as prescribed by 'TANJA JONES DESIGNS LTD' via Google Drive, WeTransfer, DropBox or e-mail. Images must be of a quality suitable for use without any subsequent image processing, and 'TANJA JONES DESIGNS LTD' will not be held responsible for any image quality which the client later deems to be unacceptable. 'TANJA JONES DESIGNS LTD' cannot be held responsible for the quality of any images which the client wishes to be scanned from printed materials. Additional expenses may be incurred for any necessary action, including, but not limited to, photography and art direction, photography searches and purchases, media conversion, digital image processing, or data entry services.

DESIGN PROJECT DURATION

Any indication given by 'TANJA JONES DESIGNS LTD' of a design project's duration is to be considered by the customer to be an estimation. Estimates are based upon a reasonable time schedule and may be revised to take into consideration your priority scheduling requests requiring overtime and/or weekend working. Knowledge of your deadlines is essential to provide an accurate estimate. In addition, third party suppliers may charge additional 'rush' charges in respect of work required in a hurry.

Feedback should be returned within a reasonable time (7 days) to allow for scheduling of work and resource planning to avoid the project getting delayed. If branding projects cannot be completed within 90 days, we will ask for a further payment to cover work that has been carried out up to that point.

DESIGN CREDITS

The customer agrees to allow 'TANJA JONES DESIGNS LTD' to place websites, along with a link to the client's site on 'TANJA JONES DESIGNS LTD's own website for

demonstration purposes. 'TANJA JONES DESIGNS LTD' reserve the right to photograph and or distribute or publish for our company's promotional and marketing needs any work 'TANJA JONES DESIGNS LTD' create for the client, including use for but not limited to roughs, visuals, mock-ups and presentations, as samples for our portfolio, newsletters, brochures, and website.

FILE STORAGE

We will endeavour to store digitally for a period of twelve months beyond the delivery of a project. Thereupon, 'TANJA JONES DESIGNS LTD' reserve the right to discard them without notice.

RIGHTS OF REFUSAL

'TANJA JONES DESIGNS LTD' 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. 'TANJA JONES DESIGNS LTD' also reserves the right to refuse to include submitted material without giving reason. Any images and/or data that 'TANJA JONES DESIGNS LTD' does include in all good faith, and then finds out that it contravenes these Terms and Conditions, the customer is obliged to allow 'TANJA JONES DESIGNS LTD' to remove the contravention without hindrance, or penalty. 'TANJA JONES DESIGNS LTD' 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 e-mail. The client will then be invoiced for all work completed up to this point. The balance of monies due must be paid within 5 days. Please note: any cancellation which is not formally confirmed in writing and received by 'TANJA JONES DESIGNS LTD' within 10 days of such instruction being issued, will be liable for the full quoted cost of the project.

FORCE MAJEURE

Production schedules, storage of files and property belonging to the client will be established and adhered to by both the client and 'TANJA JONES DESIGNS LTD', provided that neither shall incur any liability, penalty or additional cost due to delays caused by a state of war, riot, civil disorder, fire, industrial dispute or strike, accidents, energy failure, equipment breakdown, delays in shipment by suppliers or carriers, action of government or civil authority, and acts of God or other causes beyond the control of the client or 'TANJA JONES DESIGNS LTD'. Where production schedules

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are not adhered to by the client, final delivery date or dates will be adjusted accordingly.

DISCLAIMER

'TANJA JONES DESIGNS LTD' makes no warranties of any kind, express or implied, for any and all products and/or services that it supplies. 'TANJA JONES DESIGNS LTD' will not be held responsible for any and all damages resulting from products and/or services it supplies. 'TANJA JONES DESIGNS LTD' 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 customer agrees not to hold 'TANJA JONES DESIGNS LTD' responsible for any such loss or damage. Any claim against 'TANJA JONES DESIGNS LTD' shall be limited to the relevant fee(s) paid by the customer. 'TANJA JONES DESIGNS LTD' 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. 'TANJA JONES DESIGNS LTD' will not knowingly perform any actions to contravene these and the client also agrees to be so bound.

GENERAL

'TANJA JONES DESIGNS LTD' reserves the right to change any rates and any of the Terms and Conditions at any time and without prior notice.

The placement of an order for design and/or any other services offered by 'TANJA JONES DESIGNS LTD' and validated by the customer's agreement to commence work on the project constitutes acceptance of the estimate or quotation and agreement to comply fully with all the Terms and Conditions and forms a Contract for Business between the Client and 'TANJA JONES DESIGNS LTD'. The validity and enforceability of this agreement will be interpreted in accordance with the laws of England, but 'TANJA JONES DESIGNS LTD' reserves the right to bring proceedings in connection with this contract in any other court of competent jurisdiction. Failure by 'TANJA JONES DESIGNS LTD' to enforce any of these conditions shall not be construed as a waiver of that condition or any other condition.

January 2023