

## Kicking K Creative Terms & Conditions

Please read these terms and conditions ("Terms") carefully. By accepting a quotation for Our Services You are deemed to have accepted Our Terms and these Terms will apply to the exclusion of any terms that You may seek to imply.

### Definitions

Fees: The fees payable for Our Services  
Quotation: The document setting out the Services to be provided to You and the Fees attributable to those Services and which forms an offer capable of acceptance by You  
Services: The services set out in Our Quotation  
We/Our/Us: Tricia Smith-Hamblin t/a Kicking K Creative  
Your/Your: The business (whether individual, partnership or company) to whom We supply Our Services

### Formation of contract

Our Quotation is an offer to enter into contractual relations.  
A binding contract incorporating these Terms shall be formed when You accept Our Quotation.

### Fees

Fees for Services to be provided by Us are set out in the Quotation. Quotations are valid for 30 days.  
We may require a deposit or interim payments and these shall be set out in Our Quotation.  
All invoices are payable within 14 days of the date of invoice. In the event of late or non-payment We may:

- Cease further work for You (and We shall not be liable for any losses arising from any such cessation of work)
- Exercise a lien over any material prepared by Us as part of the Services
- Charge interest on any outstanding amounts at a rate of 8% per annum together with any costs We incur in collecting payment of the debt

Where the Services include the hosting of websites We also reserve the right to suspend such hosting until payment in full is received.

### Co-operation

We can only provide Our Services if You co-operate with Us in providing material and approvals.  
It is Your responsibility to ensure that any material that You provide is correct and accurate, and that You have all appropriate ownership or approval to use the intellectual property in such material. You agree to indemnify Us in the event that a third party brings a claim against Us for breach of their intellectual property rights in any material provided by You.

You agree to promptly and fully respond to any requests We may make for material and in the event that You fail to do so We shall not be liable for any resulting delay or non-performance of Services. In the case of web design Services You should ensure any text is provided in electronic format and that all photographs and images are of appropriate resolution and format.

### Approvals

In the case of graphic design Services We will provide you with a proof in pdf format of Your design on completion.  
In the case of web design Services We will provide You with an opportunity to review the appearance and content of Your website at periodic stages during and on completion of the website development.  
We will ask for Your approval at such stages and in the event that You do not confirm acceptance within ten days then Your acceptance and approval will be deemed to have been given to Us.

### Revisions and Scope

The number of revisions and scope of work included in the Services shall be set out in the Quotation. Where further revisions are required or the scope of work changes any additional revisions or services will be chargeable in addition to the Fees set out in the Quotation and will be agreed between Us and You at the appropriate time.  
We reserve the right to refuse further revisions or services where we consider these to be excessive or unreasonable.

### Web Browsers

In the case of website design We will use reasonable efforts to ensure the website works with most browsers and mobile devices but We cannot guarantee functionality or accept responsibility where they do not display fully in unsupported browsers/software.

### Intellectual Property

Until all fees have been paid in full We shall retain legal ownership to any copyright in Our work. Ownership shall transfer to You on receipt of full payment.

### Delivery

In the case of websites:

- The website shall be deemed delivered once You have accepted (or are deemed to have accepted) the final proof.
- Once We have delivered the completed website We are not responsible for any updates or functionality where a third party may have made alterations.
- We are not responsible for the functionality of any elements from third parties e.g. plug-ins.
- It is Your responsibility to ensure hosting and domain registration are renewed each year.

In the case of graphic design:

- The design shall be deemed delivered once You have accepted (or are deemed to have accepted) the final proof.
- The final design work shall be delivered in pdf format. We do not provide artwork files.

### Timescales

Whilst We may agree timescales and deadlines with You, these are dependent on Your co-operation and Our availability. We will use reasonable endeavours to meet any agreed timescales and deadlines but time is not of the essence for performance of the Services.

### Limitation of liability

We shall not be responsible in any circumstances to You or any third party for any loss of profit or indirect or consequential economic damage or loss, howsoever caused, whether as a result of negligence, misrepresentation, breach of contract or otherwise.  
In all other circumstances Our liability shall be limited to the Fees payable in respect of the Services.  
Nothing in the forgoing shall be read as restricting or limiting in any way Our liability for death or personal injury.

### Applicable Law and Jurisdiction

These Terms shall be governed and construed in accordance with the laws of England and Wales and shall be subject to the exclusive jurisdiction of the courts of England.