

## TERMS AND CONDITIONS

### VERSION 6 – 1st May 2016

All services provided by JP Gardner & Associates Ltd (JPG) are subject to the following terms and conditions:

#### 1.0 General

1.1 All prices quoted exclude VAT, unless otherwise stated.

1.2 Invoices will normally be issued electronically. If the customer wishes to receive hard copy invoices this must be requested in writing.

1.3 Invoices are due for payment within 15 (fifteen) days. Accounts that remain unpaid after 30 (thirty) days, unless agreed prior to work commencing, from the invoice date may incur a service charge of £25 or 1.5% (one and one-half percent) of the invoice amount, whichever is greater.

1.4 JPGs preferred method of payment is by bank transfer. JPG may make an additional charge for payments not made by bank transfer, to reflect the increased cost of processing such payments.

1.5 JPG reserve the right to charge a 2.5% surcharge for all payments made by Credit/Debit card.

1.6 Accounts that remain unpaid 40 (forty) days after the date of invoice will be considered to be in default. In such circumstances JPG reserve the right to suspend access to any Customer information held or maintained by JPG. A charge may be incurred by the Customer for reinstating access to such Customer information.

1.7 Where accounts remain unpaid 60 (sixty) days after the date of the invoice, JPG reserve the right to permanently delete or remove any and all Customer information (including domain names) maintained by JPG. JPG is not responsible for any loss of data incurred due to the removal of the service, including the loss of a domain name. Removal of such material does not relieve the Customer of the obligation to pay any outstanding charges on the Customer's account.

1.8 Cheques returned for insufficient funds will be assessed a return charge of £25 and the Customer's account will immediately be considered to be in default until full payment is received.

1.9 Customers with accounts in default agree to pay JPG reasonable expenses, including legal fees and costs for collection by third-party agencies, incurred by JPG in enforcing these Terms and Conditions.

1.10 Where the value of the work to be carried out by JPG is less than £395 full payment will normally be required in advance.

1.11 Where the value of the work to be carried out by JPG exceeds £395, we reserve the right to request phased payments. In these cases we will normally request 50% of the total estimated cost before work commences, 40% at a mid-stage of the project and the remaining 10% upon receipt of the customer's signed approval that the project has been completed to their satisfaction.

1.12 JPG accepts no liability for loss or damage caused by any work carried out by JPG. Although our work is fully tested, we take no liability for loss of service or business caused by faults within our software, any external software or any 3rd software, supplier or service.

1.13 Design and structure proofs will be provided to the customer for approval. Development work will only commence once approval has been given and the design concept signed off by the customer. Significant changes to the design or structure requested after the initial design sign-off will be subject to an additional charge.

1.14 JPG will not carry out any work that may increase the quoted price without notifying the customer beforehand, and obtaining approval for any additional charges.

1.15 Quotations are valid for a period of 30 (thirty) days. JPG reserves the right to alter or decline to provide a quotation after expiry of the 30 (thirty) days.

1.16 Instructions by the customer to terminate the services must be made in writing and will be effective on receipt of such notice. E-mail or telephone requests for termination of services will not be honoured until and unless confirmed in writing. The Customer will be invoiced for any work completed to the date of first notice of termination.

1.17 The Customer retains the copyright to data, files and graphic logos provided by the Customer, and grants JPG the rights to publish and use such material. The Customer must obtain permission and rights to use any information or files that are copyrighted by a third party. The Customer is further responsible for granting JPG permission and rights for use of the same and agrees to indemnify and hold harmless JPG from any and all claims resulting from the Customer's negligence or inability to obtain proper copyright permissions. Acceptance of these Terms and Conditions shall be regarded as a guarantee by the Customer that all such permissions and authorities have been obtained. JPG reserve the right to request evidence of permissions and authorities obtained by the customer.

1.18 These Terms and Conditions supersede all previous representations, understandings or agreements. Acceptance of a quotation and or payment of an advance fee constitute agreement to and acceptance of these Terms and Conditions.

1.19 JPG reserve the right to alter these Terms and Conditions at any time and without notice. The most up to date version of these Terms and Conditions will always be available on the JPG website.

1.20 JPG reserve the right to terminate any accounts where JPG considers that the customer has made unreasonable, inappropriate or illegal use of any of the services provided by JPG.

1.21 This Agreement shall be governed by English Law.