



Terms & Conditions

Graphic Design

All design work is carried out by Josteart on the understanding that the client has agreed to Josteart's terms and conditions.

Copyright is retained by Josteart on all design work including logo design, pictures, ideas, visuals and illustrations until specifically released in writing and after all costs have been settled.

Copyright

If a choice of design is presented, only one solution is deemed to be given by Josteart as fulfilling the contract. All other designs remain the property of Josteart, unless agreed in writing.

Full copyright to any chosen design concept out of designs presented to you become the property of the client once payment has been received in full, however Josteart retains the right to display the item/s in any online or offline portfolios, and for the purpose of marketing or advertising our services on or offline.

Project Acceptance

At the time of proposal, Josteart will provide the client with a written estimate or quotation. No work on a project will commence until a confirmation email has been received by Josteart.

Charges for Design and Print Services

Charges for design and print will be set out in the written estimate or quotation. Part payment (50%) of the quoted fee will become immediately due before work commences. Charges for any additional services over and above the estimated design, Josteart will notify the client and a confirmation email is required before any work commences.

Alteration to design work

The customer agrees that changes requested over and above the estimated or quoted work or requested to be carried out after acceptance of the draft design may be liable to a separate charge. The customer also agrees that Josteart holds no responsibility for any amendments made by any third party, before or after a design is published.

It is the responsibility of the client to check proofs carefully for accuracy in all respects, ranging from spelling to technical illustrations. Josteart is not liable for any errors or omissions. Your approval by email is required on all artwork prior to release for printing or other implementation.

Cancellation Rights

You have a right to cancel your order at anytime. In the event of cancellation you will be refunded 100% of your monies minus the cost of the work carried out by Josteart and any Third Party so far, this will be based on our hourly rate and any additional costs incurred. If no work was started, you will not be charged. If all work was completed, you will not be entitled to a refund and may not receive any goods.

Payments

The client agrees to pay Josteart in accordance with the terms specified in each proposal / estimate or quotation.

Payments by Cash, Cheque, Bank Transfer and Paypal are accepted. Funds must be cleared before work can begin.

Returned cheques will incur an additional fee of 35.00 (GBP) per returned cheque.

Privacy Policy

Josteart are committed to protecting your privacy. We will only use the information that we collect about you lawfully (in accordance with the Data Protection Act 1998).

We collect information about you for 2 reasons: firstly, to process your order and second, to provide you with the best possible service. The type of information we will collect about you includes: your name, address, phone number/s, and e-mail address. The information we hold will be accurate and up to date. You can check the information that we hold about you by emailing us. The personal information, which we hold, will be held securely in accordance with our internal security policy and the law. No information will be passed on to any third party.

Website Design

Josteart will carry out work only where an agreement is provided either by email, telephone or letter. An 'order' is deemed to be a written or verbal contract between Josteart and the client, this includes telephone and email agreements.

Whilst every endeavor will be made to ensure that the website and any scripts or programs are free of errors, Josteart cannot accept responsibility for any losses incurred due to malfunction, this includes the website or any part of it.

The website graphics and programming code remains the property of Josteart until all outstanding accounts are paid in full.

Josteart cannot take responsibility for any copyright infringements caused by materials submitted by the client or used by the client in the future on their website. We reserve the right to refuse any material of a copyrighted nature unless adequate proof is given of permission to use such material.

Any coding additions to website briefs provided will be carried out at the discretion of Josteart and may carry an additional cost. Where no charge is made by Josteart for such additions, Josteart accept no responsibility to ensure such additions are error free and reserve the right to charge an according amount for any correction to these or further additions.

Josteart will not be liable for costs incurred, compensation or loss of earnings due to the failure of the clients website once it is live on the internet. The website, unless a written contract is in place, is the clients responsibility. All content and the everyday running of the site must be checked by the client.

Josteart will not be liable or become involved in any disputes between the site owner and their clients and cannot be held responsible for any wrongdoing on the part of a site owner. eg. Any disputes re content/images that have been provided to us for inclusion on the site.

Josteart will not be liable for any costs incurred, compensation or loss of earnings due to the work carried out on behalf of the client or any of the clients appointed agents.

Josteart will not be liable for any costs incurred, compensation or loss of earnings due to the unavailability of the site, its servers, software or any material provided by its agents.

In no event shall Josteart be liable for any direct, indirect, consequential, special and exemplary damages, or any damages whatsoever, stemming from the use or performance of a client website or from any information, products and services provided through client sites, even if this website has been advised of the possibility of such damages.

- In the absence of any negligence or other breach of duty by us, your use of our client websites is entirely at your own risk.

- If we are in breach of the arrangements under this agreement, we will not be responsible for any losses that you suffer as a result.

- We do not have any liability of any sort (including liability for negligence) for the acts or omissions of providers of telecommunication services or for faults in or failures of their networks and equipment.

A non-refundable deposit of 50% is required with all of our projects before any design work will be carried out.

Once a website has been designed and completed the final balance of payment is then due in accordance with our payment terms. There are no exceptions to this, i.e If the client decides they no longer want the site, as they have commissioned the work and paid a deposit they are still obliged to pay for the work that has been done. Non payment will result in legal action being taken if necessary. Once full payment is received for a website, it is assumed that the project has been completed to the clients satisfaction and no refunds can be offered.

Any future amendments once the website has gone live are charged at a rate of £25 per hour.

Database, Application and E-Commerce Development

Jostearth cannot take responsibility for any losses incurred by the use of any software created for the client. Whilst every care has been taken to ensure products are problem free and accurate, the ultimate responsibility lies with the client in ensuring that all software is functioning correctly before use.

Where applications or sites are situated on servers not recommended by Jostearth, it is the clients responsibility to provide FTP (file transfer protocol) details to enable the site to be uploaded. Jostearth takes no responsibility in setting the above up.

The client is expected to test fully any application or programming relating to a site developed by Jostearth before being made generally available for use. Where "bugs", errors or other issues are found after the site is live, Jostearth will endeavor (but is not obliged to) to correct these issues to meet the standards of function outlined in the brief.

Compatibility

Jostearth will endeavor to ensure that any developed/designed site or application will function correctly on the server it is initially installed in and that it will function correctly when viewed with the web browsing software Microsoft Internet Explorer and to an acceptable level with Mozilla browsers, such as Firefox. Jostearth can offer no guarantees of correct function with all browser software as they constantly change.

Website Hosting

Jostearth works closely with a hosting company but no guarantees can be made as to the availability or interruption of this service. Jostearth cannot accept liability for losses caused by the unavailability, malfunction or interruption of this service, or for loss of turnover, sales, revenue, profits or indirect, consequential or special loss.

Jostearth reserve the right to refuse to handle in any way, material which may be deemed offensive, illegal or in any way controversial.

Emails

Jostearth will add an email address to your website and test. Once it is confirmed that it is working then it is the clients responsibility to maintain his own email address. Any problems that occur, the client will need to seek professional help from an IT expert.

Website Optimisation

Due to external factors, such as changes to the way search engines rank websites, we can-

not offer any guarantees regarding the position we will achieve for websites. The process of optimising websites itself will bring in more traffic and hits and you'll see visits increase to your site naturally. We cannot accept liability for any change in rankings, or drop off in the position of your website due to changes in the algorithms of the search engines or the factors that they use to rank websites.

We use various techniques when optimising websites and always aim to achieve a page 1 ranking for your website. Due to the work involved payment is generally required in advance and we are unable to offer a refund of any monies to clients in relation to this type of work.

Jostearth reserve the right to refuse to handle in any way, material which may be deemed offensive, illegal or in any way controversial.

Payment of Accounts

A deposit is required from any new client before any work is carried out. It is the Jostearth policy that any outstanding accounts for work carried out by Jostearth or its affiliates are required to be paid in full, no later than 30 days from the date of the invoice unless by prior arrangement with Jostearth.

Once a deposit is paid and work completed you are obliged to pay the balance of payment in full. We will contact clients via email and telephone to remind them of such payments if they are not received when due.

If accounts are not settled or Jostearth have not been contacted regarding the delay, access to the related website may be denied and web pages removed, we will then pass such cases to the Small Claims Court to pursue payment, non payment can result in county court judgements (ccj's) being added to the clients credit rating.

Following consistent non payment of an invoice our Solicitors will contact the client in question, with a view to taking the matter further and if need be to seek payment through legal procedures, and if necessary court summons.

Your Privacy

We do not share or sell any of your details with third party companies, without your express permission and we will only email you or contact you about work related matters.