

## LKTdesign Ltd; Terms and Conditions of business

1. **General**
2. **Charges**
3. **Website Design**
4. **Domain Names**
5. **Web Hosting and Email Hosting**
6. **Artwork**
7. **Invitations**
8. **Santa Letters**
9. **Interior Art**
10. **Media Skins**
11. **Vinyl Art and/or wall Scenes**
12. **Cotton Bags**
13. **Payment**
14. **Conditions of Website use**
15. **Refusal of Transaction**
16. **Disclaimer**
17. **Licence**
18. **Termination**
19. **Data Protection**

### **1. General**

**1.1** LKTdesign Ltd is a trading name of LKTdesign Ltd. Company Number: 6465270 and Registered Office: 46 Mullen Road, Wallsend, Tyne and Wear, NE28 9LY.

**1.2** These terms and conditions form the contract between LKTdesign Ltd hereafter referred to as "LKTdesign" and the client. These terms supercede any prior verbal agreement. Any deviation from these terms must be agreed in writing.

**1.3** LKTdesign is not responsible for the performance of third party services that are introduced to the client.

**1.4** The client agrees that LKTdesign can use the client's company name in its own client database list. If the client does not wish to appear on the LKTdesign client's database list, LKTdesign will remove them at the client's request.

**1.5** LKTdesign Ltd premises are not open to personal visitors, unless by prior arrangement.

### **2. Charges**

**2.1** All payments are due within 14 working days after being invoiced.

**2.2** If, after the 14 days payment still has not been received then interest will be charged at a rate of 1% for each day payment remains outstanding. If payment still remains unpaid after a period of 28 days then all claims will be sent to a Small Claims Court resulting in a CCJ.

**2.3** LKTdesign reserves the right to place the client's account on "STOP" which includes the withdrawal of all products and services, including website hosting and the retention of domain names if the client's invoice remains unpaid above the payment term details on the client's invoice.

**2.4** All fees are quoted in British Sterling and must be paid in this currency.

**2.5** No refunds are payable to the client for prepaid services and deposits unless LKTdesign is unable to supply the ordered services and/or products or is unable to supply an acceptable alternative.

**2.6** Additional expenses incurred in the undertaking of any assignment will be billed, Including travel, lengthy or international telephone calls, postage, courier services, printing, copying, bank charges, etc.

**2.7** Any technical support given to the client, where by means LKTdesign visits the clients premises and needs to access computers for reasons such as the set up of an email account or to fix a fault on an email account, the client will be charged a fee of £35 per hour.

### **3. Website Design**

**3.1** Before the website project commences; the client will receive an LKTdesign standard order form. This shall indicate the client's acceptance for the progress of their website project.

**3.2** The client shall supply all the content and material required for the website project in the format requested by LKTdesign before commencement.

**3.3** The client shall notify LKTdesign in writing of any delays to that set out in the agreed specification in delivering content and material. A revised timetable specifying the new delivery of content and material will then be required.

**3.4** LKTdesign will be not held responsible for any delays or additional expenses due to the late delivery or non-delivery of the content and material by the client.

**3.5** The client shall retain their own copies of the content and material supplied to LKTdesign for insurance against accidental loss of any such content. LKTdesign shall not in any circumstance be liable for any loss or damage to content and material.

**3.6** In respect of websites supplied by LKTdesign, the client agrees to credit LKTdesign in the footer of every page of their website by displaying a text hyperlink back to the LKTdesign website at: [www.lktdesign.co.uk](http://www.lktdesign.co.uk)

**3.7** Upon completion and delivery of the website project, the client must complete, sign, date and return the LKTdesign's standard project release form. This shall indicate the client's acceptance that the project has achieved completion, and that all design elements are in accordance with the agreement specification.

**3.8** The use of the completed website is only granted to the client upon delivery of the signed and completed project release form to LKTdesign.

**3.9** The final project release form will release LKTdesign from undertaking any further work in relation to that website project under this agreement.

### **4. Domain Names**

**4.1** LKTdesign is prepared to register domain names on behalf of clients. If so, the client has full responsibility for the renewal of the domain name. LKTdesign is acting as the client's agent and clients are bound by the terms and conditions of the Naming Authority.

**4.2** Before registration of a domain name, the client must complete, sign, date and return an LKTdesign standard order form. This shall indicate the client's acceptance for the registration.

**4.3** LKTdesign gives no warranty that the Internet domain name requested will not infringe the right of any third party and the client indemnifies LKTdesign in respect of any such infringement

### **5. Web Hosting and Email Hosting**

**5.1** Hosting accounts are set up on a non-refundable basis.

**5.2** Before registration of a hosting account, the client will receive an LKTdesign standard order form. This shall indicate the client's acceptance for the registration.

**5.3** Payment is to be made on a monthly basis by cheque made payable to "LKTdesign Ltd", or via our BACS system (please ask for our account details). Although LKTdesign reserves the right to change prices for hosting accounts at any time, all pricing is guaranteed for the period of the client's account which is 12 months. Payment must be received by LKTdesign prior to the hosting account being initially set up or renewed.

**5.4** IP Addresses – The client acknowledges that he has no right, title or interest in the IP Address allocated to him as part of their hosting account, and that an IP Address allocated to him is allocated as part of the services and is not portable or otherwise transferrable by the client in any manner whatsoever.

**5.5** LKTdesign has purchased space on a server to promote both you and your business and LKTdesign believes that a server owner would always back up websites locally held. However, LKTdesign does not make local back up copies of the amendments to the client's website that they may make themselves using their resources.

**5.6** All efforts to keep the sites up and running at all times will be carried out with due diligence. The very nature of the Internet in general means that there are few experienced suppliers in the business and the servers that we host our sites on belong to trusted third parties. Nevertheless, LKTdesign cannot be held responsible for the server supply.

**5.7** If you require transferring out your domain name during your contract we reserve the right to charge an administration fee of £35 in accordance with an hourly rate for the work involved.

**5.7.1** If you require any work amendments to any part of your website, domain, hosting and email account, this will also incur a fee of £35 in accordance with an hourly rate for the work involved.

**5.8** Personal and business hosting accounts are to be used by the primary owner only. Personal and business account holders are not permitted to resell, store or give away web hosting services of their website to other parties without expressing permission from LKTdesign. Web hosting services are defined as allowing a separate third party to host content on the owner's website. Exceptions to this include advertisement banners, classified advertisements and personal advertisements.

**5.9** LKTdesign reserves the right to refuse services and/or access to its servers to anyone.

**5.10** LKTdesign does not define any third party company to access email accounts.

**5.11** LKTdesign will issue all clients with their very own unique login for email access. Email access will be granted through a system supplied by the hosting company. If the client wishes to access their email through any other system i.e. Entourage, Office then it is the clients responsibility for the set up of that given system. If the client requests LKTdesign Ltd to set this up, the client will be charged a one off fee of £35.

**5.12** LKTdesign does not allow any of the following content to be stored on its servers and reserves the right to suspend or cancel a clients access to any or all services provided by it when it decides that the clients are displaying or distributing the following:

**5.12.1** Material that is in breach of any law, statute or regulation, including but not limited to the unauthorised distribution of copying or copyrighted software or other data.

**5.12.2** Material that is obscene, pornographic or indecent.

**5.12.3** Material that is defamatory, libellous unlawfully threatening or harassing.

**5.12.4** Material that contains any viruses or other computer programs intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any personal information.

**5.12.5** Material relating to hacking, cracking, Warez or IRC.

**5.12.6** The use of our network to send bulk email whether opt-in or otherwise, and the use of bulk email to promote a website on our network is strictly forbidden.

**5.12.7** LKTdesign shall use reasonable endeavours to maintain a 24-hour internet presence for the client's website but cannot guarantee a continuous or uninterrupted use, especially where LKTdesign's Server Providers must carry out routine maintenance, repairs, upgrades or force majeure. In the event of network downtime, LKTdesign shall only be liable for up to one month's Hosting fees for the website effected, but shall not be liable for failing to provide the Hosting services.

## **6. Artwork**

**6.1** Before artwork commencement, the client will receive an LKTdesign standard order form. This shall indicate the client's acceptance for the progress of their artwork.

**6.2** The client shall proof read and approve the final design copy before the

production of the product ordered.

**6.3** Any alterations or amendments required by the client after the acceptance by the client of the final design copy will incur an additional charge to the client of £35 per hour.

**6.4** All artwork at the final stage of completion of any project is supplied as a print ready PDF or a file specifically set by the printer. It is the client's responsibility to source a printer, unless they are willing to allow LKTdesign to do so.

**6.5** Any file in any file format requested by the client once completion of a project has taken place will be despatched at a charge of £4.95.

**6.6** Upon completion and delivery of the artwork project, the client must complete, sign, date and return the LKTdesign's standard project release form. This shall indicate the client's acceptance that the project has achieved completion, and that all design elements are in accordance with the agreement specification.

**6.7** The use of the completed artwork is only granted to the client upon delivery of the signed and completed project release form to LKTdesign.

**6.8** The final project release form will release LKTdesign from undertaking any further work in relation to that artwork project under this agreement.

## **7. Invitations**

**7.1** Before artwork commencement, the client will receive an LKTdesign standard order form. This shall indicate the client's acceptance for the progress of their invitations.

**7.2** Envelopes are NOT included in the cost of invitations. The client will be given a quotation for all envelopes at the same time as their invitations.

**7.3** The images shown on this website aim to give as true a likeness as is possible to the designs that will be replicated on our products. However, as each product is either individually handcrafted or produced using a computer it is therefore inevitable that minor characteristic differences may occur between products. In particular, there may be a slight colour fluctuation when comparing the final product with samples and/or images seen on the website due to the nature of the materials used. Colour fluctuations and the like can be minimised by ordering all your items at the same time. LKTdesign accepts no responsibility for the effect of ageing upon any of the materials used.

**7.4** LKTdesign will endeavour to meet the exact specifications given by the client when producing their products. However, occasionally due to reasons beyond our control, materials used in the sample sent out to clients may need to be substituted with another material of comparable or higher quality. It is preferable that we receive all the components of your final order at the same time. LKTdesign can then ensure design continuity throughout the entire order. If additional items are added to the order at a later stage, it is likely that these items will also be made using the exact same material as complimentary items within the order. However, LKTdesign cannot guarantee that this will be the case and cannot be held responsible for any minor design artwork fluctuations that may occur (e.g. slight difference in colour shades).

**7.5** LKTdesign reserves the right to change prices or products without prior notice.

**7.6** While LKTdesign endeavours to ensure that the information and material contained within this site are current and accurate, LKTdesign makes no representations or warranties as to the accuracy, reliability or completeness of the information, text, images, links or other items contained in sites linked to or from our site. Wording, names and similar information that are supplied by the client for replication by LKTdesign should be provided as a typed material. Handwritten material should be completed clearly using block capitals. LKTdesign cannot accept any responsibility for errors in spelling if the client has supplied handwritten material.

**7.7** Please check all details on your proof thoroughly, particularly spelling of names and dates. Once you are happy all the details are correct, simply send us an approval. On receipt of this confirmation your order will be progressed to print and despatch.

**7.8** All computer generated artwork for all stationery items will need to be professionally printed, therefore LKTdesign will source a printer. An administration charge of £35 is incurred for this process as well as the printer's costs, however this will all be included in the final price provided to you by LKTdesign.

**7.9** Reproduction of colours is as accurate as possible but may vary slightly from the genuine article.

**7.10** Upon completion and delivery of the invitation project, the client must complete, sign, date and return the LKTdesign's standard project release form. This shall indicate the client's acceptance that the project has achieved completion, and that all design elements are in accordance with the agreement specification.

**7.11** The final project release form will release LKTdesign from undertaking any further work in relation to that invitation project under this agreement.

## **8. Santa Letters**

**8.1** Before the commencement of any Santa Letter, the client will receive an LKTdesign standard order form. This shall indicate the client's acceptance for the progress of their Santa Letter.

**8.2 Shipping and Handling** The price of the letter includes ALL shipping costs and we will send a letter to anywhere in the world. In order to ensure that all letters are delivered on time, international orders will be refused after the 1<sup>st</sup> December and ALL orders will be refused after the 14<sup>th</sup> of December. Letters will be dispatched by 1<sup>st</sup> class post (or the airmail equivalent). All orders received BEFORE 1<sup>st</sup> December will be posted on the first weekend of December. All orders received AFTER 1<sup>st</sup> December will be posted three days after order is placed.

**8.3 Returns and Refunds** We expect you to be delighted with your letter. However, in the unlikely event of your letter arriving in a damaged condition, we will send a replacement at no extra cost or issue you with a full refund.

**8.4 Cancelling your Order** To cancel your order, please send us an email to [info@ktdesign.co.uk](mailto:info@ktdesign.co.uk) with your instruction to cancel.

**8.5 Payment and Prices** Payment will be taken in full at the time of ordering to ensure there are no complications during the despatch period. This means your order will be received on time. The prices listed on the site are in British Sterling. We reserve the right to change any price at any time. The order will not be concluded until we have received full payment and we have accepted your order and sent confirmation by email to the address you have given us during the ordering process. PLEASE NOTE: We are entitled to refuse any order placed by you.

**8.6 Placing your Order** Placing an order can be done in any of three ways; **1)** by completing the form available on our website and posting it to us along with a cheque for full payment **2)** by sending full payment via Paypal to [info@ktdesign.co.uk](mailto:info@ktdesign.co.uk) and inputting all details required for the letter in the message box provided to you on Paypal's website during the "Send Money" process, or **3)** by contacting us using either phone or email to provide us with the details required. PLEASE NOTE: if you do not have a Paypal account, we will require full payment via cheque made payable to "LKTdesign LTD".

**8.7 Orders and Postage Dates** To avoid any disappointment, we strongly recommend that your order be placed no later than the 14<sup>th</sup> of December if you live in the United Kingdom, and the 1<sup>st</sup> December for elsewhere around the world. However, the earlier the better! You can order letters on our website throughout the year at any time.

**8.8 Letter** The quality of your child's letter is dependent on the choices you make and how accurate the information is that you have given us. Whilst we make every endeavour to ensure that this information is correct it is your responsibility to ensure that all data is accurate. Once you have submitted all the details to us we cannot change a letter as our letters are written straight away.

**8.9 Personal Information** Your personal information will never be passed on to a third party or any affiliated companies. The information you provide us will be used solely for the purpose of your order.

## **9. Interior Art**

**9.1** Before any interior art commencement, the client will receive an LKTdesign standard order form. This shall indicate the client's acceptance for the progress of their interior art project.

**9.2** All interior art items are bespoke canvasses that are each sent individually to print by LKTdesign Ltd as and when orders are placed.

**9.3** You should be aware that all colours and appearances of images might vary from the way they appear on screen. The image(s) shown on the website are aimed to give you as true a likeness as is possible as to the designs that will be replicated on our products. However, as each product is individually printed it is therefore inevitable that minor characteristic differences may occur between products. In particular, there may be slight colour fluctuations when comparing the final product with samples and/or images seen on the website due to the nature of the materials used.

**9.4** As it is our nature to provide our customers with what they want, when they want; prices will not be shown on the website for any canvas as different customers request various canvas sizes, therefore changes in price(s) will occur. Please be aware that customers will be notified of this when ordering their item.

## **10. Device Skins**

**10.1** Before any device skins commencement, the client will receive an LKTdesign standard order form. This shall indicate the client's acceptance for the progress of their media skins project.

**10.2** You should be aware that all colours and appearances of images might vary from the way they appear on screen. The image(s) shown on the website and also on the PDF proof are aimed to give you as true a likeness as is possible as to the designs that will be replicated on our products. However, as each product is individually printed it is therefore inevitable that minor characteristic differences may occur between products. In particular, there may be slight colour fluctuations when comparing the final product with samples and/or images seen on the website due to the nature of the materials used.

**10.3 Payment and Prices** The order will not be despatched until we have received full payment and we have accepted your order and sent confirmation by email to the address you have given us during the ordering process. PLEASE NOTE: We are entitled to refuse any order placed by you.

**10.4 Postage** All postage costs are included with the price given at time of query and/or order.

**10.5 Design** If you require a bespoke design created then this will be charged at a fee of £35 in accordance with our hourly rate.

## **11. Vinyl Art and/or Wall Scenes**

**11.1** Before the commencement of any work, the client will receive an LKTdesign standard order form. This shall indicate the client's acceptance for the progress of their project.

**11.2** You should be aware that all colours and appearances of images might vary from the way they appear on screen. The image(s) shown on the website and also on the PDF proof are aimed to give you as true a likeness as is possible as to the designs that will be replicated on your product. However, as each product is individually printed it is therefore inevitable that minor characteristic differences may occur between products. In particular, there may be slight colour fluctuations when comparing the final product with samples and/or images seen on the website due to the nature of the materials used.

**11.3 Product Application** It is up to you the customer to arrange for product application, or decide upon the task yourself. We only supply your vinyl art and/or wall scenes and will not be held responsible for the product application.

**11.4 Payment and Prices** The order will not be despatched until we have received full

payment and we have accepted your order and sent confirmation by email to the address you have given us during the ordering process. PLEASE NOTE: We are entitled to refuse any order placed by you.

**11.5 Postage** All postage costs are included with the price given at time of query and/or order.

**11.6 Design** If you require a bespoke design created a client meeting will be held to discuss project costs.

## **12. Cotton Bags**

**12.1** Before the commencement of any cotton bag order, the client will receive an LKTdesign standard order form. This shall indicate the client's acceptance for the progress of their cotton bag product.

**12.2** You should be aware that all colours and appearances of images might vary from the way they appear on screen. The image(s) shown on the website and also on the PDF proof - where applicable for bespoke designs - are aimed to give you as true a likeness as is possible as to the designs that will be replicated on our products. However, as each product is individually printed it is therefore inevitable that minor characteristic differences may occur between products. In particular, there may be slight colour fluctuations when comparing the final product with samples and/or images seen on the website due to the nature of the materials used.

**12.3 Payment and Prices** The order will not be despatched until we have received full payment and we have accepted your order and sent confirmation by email to the address you have given us during the ordering process. PLEASE NOTE: We are entitled to refuse any order placed by you.

**12.4 Postage** All postage costs are included with the price given at time of query and/or order.

**12.5 Design** If you require a bespoke design created then this will be charged at a set up fee of £15.

## **13. Payment**

**13.1** All fees to be paid by either cheque to "LKTdesign Ltd", via Paypal using email address: [info@lktdesign.co.uk](mailto:info@lktdesign.co.uk) or through our BACs system. For payment via BACs please ask us for our account details.

## **14. Conditions of Website use**

**14.1** Copyright All Web site design, text, graphics, the selection and arrangement thereof and all software compilations, underlying source code, software (including applets) and all other material on this Web site are copyright LKTdesign Ltd and its affiliates or their content and technology providers. ALL RIGHTS RESERVED. Any use of materials on this Web site--including reproduction for purposes other than those noted above, modification, distribution, or re-publication without the prior written permission of LKTdesign Ltd is strictly prohibited.

## **15. Refusal of Transaction**

**15.1** We reserve the right to withdraw any products from this website at anytime and/or remove or edit any materials or content on this website. We may refuse to process a transaction for any reason or refuse service to anyone at any time at our sole discretion. We will not be liable to you or any third party by reason of our withdrawing any product from this website whether or not that product has been sold; removing or editing any materials or content on the website; refusing to process a transaction or unwinding or suspending any transaction after processing has begun.

## **16. Disclaimer**

**16.1** LKTdesign's entire liability to the client in respect of any breach of it contractual obligations, any breach of warranty, any representation, statement or tortuous act or

omission including negligence arising under or in connection with this agreement shall be strictly limited to the charge rendered to the client for the services and products supplied hereunder.

**16.2** LKTdesign will have no further liability for any loss, damage, costs or liability whatsoever which the client may incur including limitation lost sales, profits, and indirect and/or consequential losses. In particular and without limitation LKTdesign shall not be liable to the client as a result of any virus introduced or passed on to him. The clients are strongly advised to have their own anti-virus, anti-spy ware and firewall software in place.

**16.3** Every effort is made to ensure the complete accuracy of our website. However, some prices and/or details contained on the website may change from time to time and it is possible that errors will occur. We will make every endeavour to rectify any errors as swiftly as possible but we cannot be responsible for any losses incurred.

**16.4** All e-mails, files, discs, CDs or other electronic media will be automatically scanned for viruses. Please note our virus scanner will automatically delete infected mail and/or attachments and files. If we are in any doubt about an attachment or file we will not open it.

**17. Licence** The client grants to LKTdesign a royalty free, worldwide, non exclusive licence to use the text, graphics, images and other related material featured, displayed or used in or in relation to the website or any other products ordered for the purpose only of allowing LKTdesign to perform the services under the agreement. All material supplied to LKTdesign must be within the permission of the relevant owner.

**18. Termination** LKTdesign will use all reasonable endeavours to complete its obligations under the customer contract. If LKTdesign is unable to do so for any reasons beyond its reasonable control it may terminate the customers contract by giving 10 days notice in writing. In such circumstances, LKTdesign shall render an invoice for such part of the service or product that has been delivered or completed and not previously billed.

## **19. Data Protection**

**19.1** Data Protection Registration Number: **Z1775427**

**19.2** You may request details of personal information, which we hold about you under the Data Protection Act 1998. A small fee will be payable of £10.

If you would like a copy of the information held on you please write to LKTdesign Ltd, 46 Mullen Road, Wallsend, Tyne and Wear, NE28 9LY.

**19.3** You may choose to restrict the collection of use of your personal information in the following ways:

(1) whenever you are asked to fill in a form on the website, look for the box that you can click to indicate that you do not want the information to be used by anybody for direct marketing purposes

(2) if you have previously agreed to us using your personal information for direct marketing purposes, you may change your mind at any time by writing to or emailing us at [info@lktdesign.co.uk](mailto:info@lktdesign.co.uk)

**19.4** We will not sell, distribute or lease your personal information to third parties unless we have your permission or are required by law to do so. We may use your personal information to send you promotional information about third parties, which we think you may find interesting if you tell us that you wish this to happen.

**19.5** LKTdesign Ltd will not at any time or in any manner, either directly or indirectly divulge, disclose, or communicate in any manner any information that is proprietary to a client. We will protect such information and treat it as strictly confidential. This provision shall continue to be effective after the termination of any agreement. LKTdesign Ltd understands that confidentiality is a sensitive issue for clients and we are happy to sign any non-disclosure or confidentiality agreement a client may require.

**19.6** If you believe that any information we are holding on you is incorrect or

incomplete, please write to or email us as soon as possible. We will promptly correct any information found to be incorrect.