

# Terms & Conditions

Welcome to the [www.startbrand.co.uk](http://www.startbrand.co.uk) web site (the "Web Site"). The goal of this Web Site is to provide you with access to the most comprehensive network of Photography and Web Design products/services and related links to meet your needs (the "Content"). Please read our Terms of Use (the "Terms") carefully before continuing on with your use of this Web Site. These Terms shall govern the use of the Web Site and apply to all Internet traffic visiting the Web Site. By accessing or using this Web Site, you agree to the Terms. The Terms are meant to protect all of our Web Site visitors and your use of this Web Site signifies your agreement with these Terms.

**IF YOU DO NOT AGREE WITH THESE TERMS, DO NOT USE THIS WEB SITE.**

[www.startbrand.co.uk](http://www.startbrand.co.uk) ("We", "Us", "Our") reserves the right, in its sole discretion, to modify, alter or otherwise update these Terms at any time. Such modifications shall be effective immediately upon posting. By using this Web Site after we have posted notice of such modifications, alterations or updates you agree to be bound by such revised Terms. In accordance with our goals, this Web Site will permit you to link to many other web sites, that may or may not be affiliated with this Web Site and/or [www.startbrand.co.uk](http://www.startbrand.co.uk) , and that may have terms of use that differ from, or contain terms in addition to, the terms specified here. Your access to such web sites through links provided on this Web Site is governed by the terms of use and policies of those sites, not this Web Site.

## PRIVACY

Registration data and certain other information about you is subject to our Privacy Policy. For more information, please review our full Privacy Policy.

## TRADEMARKS, COPYRIGHTS AND RESTRICTIONS

This Web Site is controlled and operated by STARTBRAND. Telephone: + 44 (0)29 21690036 . All content on this Web Site, including, but not limited to text, images, illustrations, audio clips, and video clips, is protected by copyrights, trademarks, service marks, and/or other intellectual property rights (which are governed by U.S. and worldwide copyright laws and treaty provisions, privacy and publicity laws, and communication regulations and statutes), and are owned and controlled by STARTBRAND or its affiliates, or by third party content

providers, merchants, sponsors and licensor's (collectively "Providers") that have licensed their content or the right to market their products and/or services to STARTBRAND. Content on this Web Site or any web site owned, operated, licensed or controlled by the Providers is solely for your personal, non-commercial use. You may print a copy of the Content and/or information contained herein for your personal, non-commercial use only, but you may not copy, reproduce, republish, upload, post, transmit, distribute, and/or exploit the Content or information in any way (including by e-mail or other electronic means) for commercial use without the prior written consent of STARTBRAND or the Providers. You may request consent by faxing a request to STARTBRAND. Without the prior written consent of STARTBRAND or the Providers, your modification of the Content, use of the Content on any other web site or networked computer environment, or use of the Content for any purpose other than personal, non-commercial use, violates the rights of the owners of STARTBRAND and/or the Provider copyrights, trademarks or service marks and other proprietary rights, and is prohibited. As a condition to your use of this Web Site, you warrant to STARTBRAND that you will not use our Web Site for any purpose that is unlawful or prohibited by these Terms, including without limitation the posting or transmitting any threatening, libellous, defamatory, obscene, scandalous, inflammatory, pornographic, or profane material, nor in violation of the Acceptable Use Policy of the Web Site hosting service provider, which can be accessed at [www.startbrand.co.uk](http://www.startbrand.co.uk) If you violate any of these Terms, your permission to use our Web Site immediately terminates without the necessity of any notice. STARTBRAND retains the right to deny access to anyone at its discretion for any reason, including for violation of these Terms. You may not use on your web site any trademarks, service marks or copyrighted materials appearing on this Web Site, including but not limited to any logos or characters, without the express written consent of the owner of the mark or copyright. You may not frame or otherwise incorporate into another web site any of the Content or other materials on this Web Site without prior written consent of STARTBRAND.

## **WEBSITE HOSTING & DOMAIN OWNERSHIP**

UK Website Designers will not transfer Domain Ownership or Hosting over to the client. Domains unless they are trademarked belong to STARTBRAND. The client can have limited access to the website for their own protection. The client can however have access to a CMS portal if needed which will be on a subdomain page. If the client already has a hosting package they must transfer the domain over to STARTBRAND upon commencement of contract. If the client refuses to cooperate with these terms, this will be deemed as they are in breach of contract. STARTBRAND can then terminate the contract and full payment of the remainder of the monthly contract instalments will be expected to be paid in full.

## **WORKING HOURS**

UK Website Designers will choose as a when to work on a clients website and will not be dictated too. STARTBRAND at their own discretion will work on a clients website if it needs urgently updating at a specific hour. STARTBRAND are not expected to work at a clients premises full time. STARTBRAND will choose as and when it is convenient to work on a clients website.

## **UNDERSTANDING UK WEBSITE TERMS AND CONDITIONS**

Upon commencing development and management of a clients website, the client must first have read STARTBRAND Terms and Conditions and agreed and signed a contract.

If a client refuses to sign a contract agreeing to the terms it will be deemed as a Gentlemen's Agreement and STARTBRAND will assume the client has read the terms and conditions and agreed these terms before commencement of work.

## **OTHER WORK PERFORMED BY UK WEBSITE DESIGNERS**

Other work which is listed on STARTBRAND will be invoiced accordingly depending on the specific work carried out. STARTBRAND assumes that the client has read the price list before commencement of work. Normally a contract outlining the job (s) will be signed by the client, however if the client refuses to sign a contract STARTBRAND will assume that the client knows the prices before asking for the work to be carried out and this will be deemed as a Gentlemen's Agreement.

## **PROHIBITED ACTIVITIES OWNERSHIP OF WEBSITES WORKING HOURS**

You are specifically prohibited from any use of this Web Site, and You agree not to use or permit others to use this Web Site, to: (a) take any action that imposes an unreasonable or disproportionately large load on the Web Site's infrastructure, including but not limited to "spam" or other such unsolicited mass e-mailing techniques; (b) disclose or share the assigned confirmation numbers and/or passwords with any unauthorized third parties or use the assigned confirmation numbers and/or passwords for any unauthorized purpose; (c) attempt to decipher, decompile, disassemble or reverse engineer any of the software or HTML code comprising or in any way making up a part of this Web Site; (d) upload, post, email or otherwise transmit any information, Content, or proprietary rights that You do not have a right to transmit under any law or under contractual or fiduciary relationships; (e) violate any applicable local, state, national or international law, including, but not limited to, any regulations having the force of law; or (f) use any robot, spider, intelligent agent, other automatic device, or manual process to search, monitor or copy our Web pages, or the

Content without our prior written permission, provided that generally available third party Web browser such as Netscape Navigator and Microsoft Internet Explorer® may be used without such permission.

## **LINKS**

This Web Site may contain links to other web sites ("Linked Sites"). The Linked Sites are provided for your convenience and information only and, as such, you access them at your own risk. The content of any Linked Sites is not under STARTBRAND control, and STARTBRAND is not responsible for, and does not endorse, such content, whether or not STARTBRAND is affiliated with the owners of such Linked Sites. You may not establish a hyper link to this Web Site or provide any links that state or imply any sponsorship or endorsement of your web site by STARTBRAND, or its affiliates or Providers.

## **DISCLAIMER OF WARRANTIES AND LIABILITY**

ALL CONTENT ON THIS WEB SITE IS PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED. OTHER THAN THOSE WARRANTIES WHICH, UNDER THE U.S. LAWS APPLICABLE TO THESE TERMS, ARE IMPLIED BY LAW AND ARE INCAPABLE OF EXCLUSION, RESTRICTION, OR MODIFICATION, UK WEBSITE DESGERS DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NEITHER UK WEBSITE DISGERS, ITS AFFILIATED OR RELATED ENTITIES, NOR THE PROVIDERS, NOR ANY PERSON INVOLVED IN THE CREATION, PRODUCTION, AND DISTRIBUTION OF THIS WEB SITE WARRANT THAT THE FUNCTIONS CONTAINED IN THIS WEB SITE WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SERVER THAT MAKES THE CONTENT AVAILABLE WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE CONTENT THAT YOU ACCESS ON THIS WEB SITE IS PROVIDED SOLELY FOR YOUR CONVENIENCE AND INFORMATION ONLY. UK WEBSITE DESGERS DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THIS WEB SITE, OR AS TO THE RELIABILITY, ACCURACY OR CURRENCY OF ANY INFORMATION CONTENT, SERVICE AND/OR MERCHANDISE ACQUIRED PURSUANT TO YOUR USE OF THIS WEB SITE. YOU EXPRESSLY AGREE THAT USE OF THIS WEB SITE IS AT YOUR SOLE RISK. YOU (AND NOT UK WEBSITE DESGERS ) ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION OF YOUR SYSTEM. YOU EXPRESSLY AGREE THAT NEITHER, STARTBRAND NOR ITS AFFILIATED OR RELATED ENTITIES

(INCLUDING ITS PROVIDERS AND ITS WEB HOSTING SERVICE PROVIDERS, AND THEIR SUPPLIERS), NOR ANY OF THEIR RESPECTIVE EMPLOYEES, OR AGENTS, NOR ANY PERSON OR ENTITY INVOLVED IN THE CREATION, PRODUCTION, DISTRIBUTION, HOSTING, AND/OR OPERATION OF THIS WEB SITE, IS RESPONSIBLE OR LIABLE TO ANY PERSON OR ENTITY WHATSOEVER FOR ANY LOSS, DAMAGE (WHETHER ACTUAL, CONSEQUENTIAL, PUNITIVE OR OTHERWISE), INJURY, CLAIM, LIABILITY OR OTHER CAUSE OF ANY KIND OR CHARACTER WHATSOEVER BASED UPON OR RESULTING FROM THE USE OR ATTEMPTED USE OF THIS WEB SITE OR ANY OTHER LINKED SITE (INCLUDING, WITHOUT LIMITATION, USE OF OR ACCESS TO ANY RELATED SOFTWARE OR HARDWARE). BY WAY OF EXAMPLE, AND WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, UK WEBSITE DESIGNERS AND RELATED PERSONS AND ENTITIES SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY CLAIM OR DAMAGE ARISING FROM FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION, COMPUTER VIRUS, THEFT, DESTRUCTION, UNAUTHORIZED ACCESS TO OR ALTERATION OF PERSONAL RECORDS, OR THE RELIANCE UPON OR USE OF DATA, INFORMATION, OPINIONS OR OTHER MATERIALS APPEARING ON THIS WEB SITE. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT UK WEBSITE DESIGNERS IS NOT LIABLE OR RESPONSIBLE FOR ANY DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF OTHER SUBSCRIBERS OR THIRD PARTIES. SOME JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES. IN SUCH JURISDICTIONS, UK WEBSITE DESIGNERS LIABILITY IS LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

## **INDEMNIFICATION**

You agree to indemnify, defend, and hold harmless STARTBRAND, the Providers, and Web Site hosting service providers, and its and their officers, directors, employees, affiliates, agents, licensor's, and suppliers from and against all losses, expenses, damages and costs, including reasonable attorneys' fees, resulting from any violation by you of these Terms

## **THIRD PARTY RIGHTS**

These Terms are for the benefit of STARTBRAND, its Providers, and Web Site hosting service providers, and its and their officers, directors, employees, affiliates, agents, licensor's, and suppliers. Each of these individuals or entities shall have the right to assert and enforce these Terms directly against you on its or their own behalf.

## **JURISDICTIONAL ISSUES**

Unless otherwise specified, the Content contained in this Web Site is presented solely for your convenience and/or information. This Web Site is controlled and operated by STARTBRAND from its offices within Cardiff UK, STARTBRAND makes no representation that Content in its Web Site is appropriate or available for use in other locations. Those who choose to access this Web Site from other locations do so on their own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable. You may not use or export the materials in this Web Site in violation of U.S & UK export laws and regulations. These Terms shall be governed by, construed and enforced in accordance with the laws of England and Wales UK, as they are applied to agreements entered into and to be performed entirely within such State. Any action you, any third party or STARTBRAND brings to enforce these Terms, or in connection with any matters related to this Web Site, shall be brought only in either the state or County courts located in and for Cardiff, United Kingdom and you expressly consent to the jurisdiction of said courts. If any provision of these Terms shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions.

## **ENTIRE AGREEMENT**

The provisions and conditions of these Terms, and each obligation referenced herein, represent the entire Agreement between STARTBRAND, its affiliated or related entities, and you, and supersede any prior agreements or understandings not incorporated herein. In the event that any inconsistencies exist between these Terms and any future published terms of use or understanding.

## **CANCELLATION POLICY.**

IN THE EVENT THAT YOU DO NEED TO POSTPONE EITHER YOUR SHOOT OR VIEWING APPOINTMENT, WE REQUIRE 7 DAYS NOTICE FOR ANY SERVICE OR PHOTOSHOOT OTHERWISE A CANCELLATION CHARGE OF £50 WILL APPLY.

STARTBRAND WILL ALWAYS TRY TO ACCOMMODATE CHANGING SCHEDULES AND WILL BE HAPPY TO REFUND OR POSTPONE ANY SHOOT IF CANCELLED OR RESCHEDULED WITHIN THE NOTICE PERIOD.

Once an order has been processed and placed for digital images or portrait products, a cancellation charge of 50% will apply.

## **VIRTUAL OFFICE SERVICES.**

All applicants must provide verification identification if requested by the administration office. All applications are subject to acceptance at the discretion of the company. Private address may be given under special circumstances and conditions.

The owner of the business or private mail is solely responsible for the correspondence sent to our office. We will not be held liable for any missing mail or missed calls.

STARTBRAND reserves the right to deny any applicants dealing with drugs, alcohol, pornography and money laundering. STARTBRAND also will contact the authorities without notice if it is found that these departments are being traded and STARTBRAND Office is being used for these purposes.

Consultations and quotations are free and are carried out by email or telephone or in person if required. Work can be accepted from the client by email, post, CD-Rom, USB drive or courier. All work carried out by us will be proof-read, however final proof-reading of the work lies with the client. For larger projects a time frame will be negotiated with the client. We do not accept liability or responsibility for the end use of any documents or materials produced or edited by us on behalf of the client. We reserve the right to reject any work which we believe to be unlawful or immoral.

### **Payment Terms:**

Payments can be made by cheque or bank transfer or standing order. Set up Fee First Months Packages must be paid for in advance. Thereafter, a package will be valid for 4 weeks from the date of the first request for services. The first request for services must be made within 2 weeks of the date of commencement of service/payment after agreement of services. A fee of £20 will be charged for any returned cheques.

Project work (pay as you go work) payments will be invoiced on completion of the work and payment is due 14 days from the date of invoice. Any additional costs incurred for example, editing of images, creating original content,,logo design,adding additional content, amending design of website after original has been agreed on, postage, courier, will be invoiced separately to the client as 'Additional Expenses'.

Overdue invoices may result in interest charges (at the rate of 8%) for the total outstanding per month. In the event of a contract being cancelled/terminated, the client agrees to pay for all work completed up to that point.

## **GIFT VOUCHER.**

WWW.STARTBRAND.CO.UK VOUCHERS HAVE AN EXPIRY DATE OF 12 MONTHS FROM DATE OF PURCHASE. CHANGE IS NOT GIVEN ON PURCHASES THAT COST LESS THAN THE VALUE OF THE VOUCHER PRESENTED. VOUCHERS CANNOT BE EXCHANGED FOR CASH. HYPERLINK "HTTPS://WWW.STARTBRAND.CO.UK" WWW.STARTBRAND.CO.UK CAN ONLY BE EXCHANGED FOR PHOTOGRAPHIC PRODUCTS AT HYPERLINK "HTTPS://STARTBRAND.CO.UK" WWW.STARTBRAND.CO.UK AND RELATING TO IMAGES CREATED BY HYPERLINK "HTTPS://WWW.STARTBRAND.CO.UK" WWW.STARTBRAND.CO.UK WE RESERVE THE RIGHT NOT TO ACCEPT ANY VOUCHERS THAT HAVE OR APPEAR TO HAVE BEEN FORGED, DAMAGED, DEFACED OR OTHERWISE TAMPERED WITH. NO RESPONSIBILITY WILL BE ACCEPTED FOR LOST, STOLEN, OR DAMAGED VOUCHERS. TO DEFACE A VOUCHER WILL RENDER IT INVALID. VOUCHERS CANNOT BE USED IN CONJUNCTION WITH ANY OTHER VOUCHER OR OFFER. HYPERLINK "HTTPS://WWW.STARTBRAND.CO.UK" RETAINS THE RIGHT TO VARY THESE TERMS AND CONDITIONS.

## **WEBSITES AND APPS**

All content should be ready without any editing on behalf of UK Website Designers. Any photos cannot be used as copies from the internet unless you have sole white label rights to re-use them (proof must be given). UK Website Designers reserves the right to charge for content and images which are not internet ready to be published.

Agreements of Website Design can be made verbally at the discretion of UK Website Designers which on launch of the client's website is legal and binding. We also offer a written agreement should the client wish to have all the terms written down.

UK Website Designers assumes that the client has read all the terms and conditions prior to commencing work with UK Website Designers and it is not the responsibility for STARTBRAND to verify this action.



## **PHOTOGRAPHY**

Product / Corporate photography will be charged at the appropriate prices as seen in the price list.

## **LOGOs**

STARTBRAND reserve the right to charge a fee for designing the logos of which there is a set up charge followed by 10 proof images to choose from.

## **WEBSITE BUILDING POLICY**

STARTBRAND will choose the size of the font and typeface to suit the website at their discretion.

A client cannot enforce a font or typeface that would be deemed unsuitable for their website.

A client can however chose a colour theme at the start of the build and has a maximum of 3 changes on the Basic Package.

Basic Packages have limited typeface and rely soley on Google Fonts.

If your selected font is not one of the Google Fonts, STARTBRAND reserves the right to refuse to use any other font other than the choice Google Provides.

STARTBRAND will try to use a font as close to their clients preferences but is not obliged to do so, this is at the discretion of STARTBRAND to use a font other than their own professional choice.

Customers cannot confuse Google Fonts with Microsoft Fonts as they may vary and cannot be used in building Basic Packages Websites.

## **CHANGES TO WEBSITE**

STARTBRAND allow a maximum of 3 changes to a Basic Starter Package. STARTBRAND reserve the right to charge £20 for each further amendment. For

Local, National, Super National and Global Packages a maximum of 5 changes are allowed and a further fee of £75 per change will be charged for each amendment there after.

## **DELIVERY POLICY.**

We aim to build a website within seven days, any alterations are excluded from the seven day disclaimer after the foundations have been built and the content uploaded.

PHYSICAL PRODUCTS WILL BE SENT TO UK DESTINATIONS USING STANDARD ROYAL MAIL SERVICES UNLESS OTHERWISE AGREED DIRECTLY WITH [WWW.STARTBRAND.CO.UK](http://WWW.STARTBRAND.CO.UK)

## **RETURN & REFUNDS POLICY.**

ONCE THE PRODUCTS HAVE BEEN CHECKED, COLLECTED AND SIGNED FOR AT OUR STUDIO, NO RETURNS WILL BE ACCEPTED NOR WILL ANY REFUNDS BE GENERATED BY [WWW.STARTBRAND.CO.UK](http://WWW.STARTBRAND.CO.UK) HYPERLINK "[HTTPS://WWW.STARTBRAND.CO.UK](https://WWW.STARTBRAND.CO.UK)" FOR ANY PURCHASES MADE ON OUR WEBSITE FOR SHOOTS OR OTHER PRODUCTS, IF YOU WITHDRAW FROM THAT PURCHASE, WITHIN 14 DAYS, THEN WE WILL REFUND THE COST OF THE SHOOT MINUS COSTS OF PACKAGING, SHIPPING AND CREDIT CARD CHARGES, IF ANY.

## **DISCLAIMER - DISRUPTION OF SERVICE**

***WWW.STARTBRAND.CO.UK RESERVES THE RIGHT TO CHARGE A FEE FOR DISRUPTION OF SERVICE OF THIS BUSINESS DIRECTLY OR INDIRECTLY BY ANY INDIVIDUAL OR BUSINESS THAT FORCES UK WEBSITE DESGNS NOT PERFORM THEIR DUTIES AT THE TIMES SPECIFIED PLACE OF WORK. THE FEE IS £200 PER HOUR X 8 HOURS IN A DAY £1,600.00. AN INVOICE WILL BE PRESENTED TO THE SAID PARTIES TO PAY IN FULL WITHIN 14 DAYS.***

## **COPYRIGHT AND DATA PROTECTION**

Any individual or organization with access to STARTBRAND Digital Products, i.e. Camera's, laptops, tablets, computers and smartphones must have written permission from STARTBRAND to copy data. All data is synced and cross

referenced with iTunes and access will verify the owner of the device. If information is then uploaded/shared without the owners permission ) STARTBRAND reserves the right to prosecute the individual or organization without notice to claim for damages and a breach of company security.