



Jump Online™
5 Caird Drive, G115DZ
Glasgow, United Kingdom
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Terms and Conditions

1. Introduction

1.1 These terms and conditions constitute the entire terms and conditions upon which Jump Online provides the Service and upon which the Customer agrees to contract for the use of the Service.

1.2 This Agreement supersedes any written or oral representations, statements, understandings or agreements, except where specifically varied by written agreement by Jump Online.

1.3 By placing an order for the Service, you, the Customer, confirm your acceptance of the terms of the Agreement.

1.4 In the event of any conflict between the Agreement and any other document, the Agreement shall prevail.

Definitions

In this Agreement:-

“Agreement” means these terms and conditions together with the Order Confirmation.

“Completion” means the date when the Service shall be complete as defined in the Order Confirmation.

“the Customer” and “You / Your” means the company, firm, person, persons, corporation or public authority identified in the Order Confirmation as contracting for the Service and includes their successors or personal representatives.

“Jump Online” or “we/our/us” means Jump Online™ a Private Limited company registered in the United Kingdom known as “Jump Online Design Limited”.

“the Contract Price” means the price for the Service set out in the Order Confirmation.

“the Order Confirmation” means the email or letter sent to the Customer by Jump Online which sets out details of the Service to be provided, price, completion date (if any) and such other specific contractual terms as may be appropriate.

“the Service” means the provision of design and web services; including video support services, consultancy, support and training services where applicable (together or individually known as “Work”, all as more fully described in the Order Confirmation.

“Working Day” means within the hours of 9.00am to 5.00pm, Monday to Friday only, not including bank or statutory holidays;

“Out of Hours” means Services offered to the Customer outside the hours of 9.00 to 5.30pm, Monday to Friday and charged at a different hourly rate.

“Quotation Briefing Document” means pre contract information provided by you to allow Jump Online to provide an accurate quotation; the information provided by you will also be used to inform the initial Spec Document.

“Spec Document” means the initial interpretation of the Work, based upon the Quotation Briefing Document, outlining the functionality and listing a production schedule.

“Design Proposal Document” means the detailed information provided by us to you following acceptance of the Spec Document which will require Sign Off and is required by Jump Online to deliver the Service. We offer a maximum of three versions of the Design Proposal Document.

“Digital Signature” means an electronic signature that allows the Customer to instruct Jump Online to carry out Work, the Customer must be aware by signing the document in this manner they will be entering into a binding agreement; we recommend the Customer uses a certification service provider when using digital signature technology.

“Front Page Presence” or “Front Page” means your website listing will appear organically on the first page as a natural listing (not including Adwords) in line with standard Google front page formatting.

“Keyword Search Process” means Jump Online’s keyword research process, which is an essential part of the SEO service, involving research and re-engineering on the Customers website.

“Keywords” means the block of Keywords to be optimised over a 12 month period agreed by the Customer during the Keyword Search.

“Google Search Engine” means www.google.co.uk or the country specific search engine more fully described in the order confirmation.

“Print Ready” means print ready Artwork supplied in a JPEG format or a graphics quality to allow Jump Online to deliver a quality Service.

“the Service Commencement Date” shall be the date the Service is available as set out in the Order Confirmation.

“Completion of work” means the conclusion of work delivered by Jump Online 24 hours after the work has been completed as confirmed by Jump Online.

“Sign Off” means the Customer’s instruction to Jump Online to proceed with agreed stages of the Work including beta testing as set out in the Order Confirmation.

“Beta Testing” means that Jump Online releases the website further to Customer approval into a ‘synthetic environment’ prior to release into a Live Environment.

“Final Sign off” means the Customer’s instruction to Jump Online to release the website into ‘Live Environment’.

“Live Environment” means the post development stage where the Customer assumes responsibility, fully described in the Order Confirmation.

“Training Services” means provision of Training Services relevant to the Service deployed by Jump Online more fully described in the Order Confirmation.

“Writing” includes any written paper document, any fax and any email correspondence.

2. Jump Online Contact Details

2.1 You can contact us by telephone by calling; Glasgow Tel: +44 141 356 3332

(between the hours of 9am to 5.00pm from Monday – Friday). **2.2** Or by email, info@jumponline.uk

3. Service provision

3.1 Jump Online will provide an Order Confirmation for all orders accepted but reserves the right to accept or reject any order.

3.2 Where instruction is placed orally or in the event of any dispute as to the Order, the Order Confirmation shall be deemed as the authoritative Order.

3.3 Jump Online will use all reasonable endeavours to provide the Service as described in the Order Confirmation.

3.4 Jump Online may at any time amend the Service for any reason including, but not limited to, technical, legal or business reasons.

3.5 Any dates quoted for delivery of services are approximate only and we shall not be liable to you for any delay in delivery of services howsoever caused. Time for delivery shall not be of the essence unless stated on the Order Confirmation.

3.6 The Customer is responsible for ensuring a comprehensive feedback in terms of clause 4.2 hereunder. Jump Online shall carry out minor changes requested by the Customer to aspects of the Service following Completion of work, however in the event that the Customer requires a material change (in respect of which Jump Online shall be sole arbiter) to any aspect of the Service, additional charges may be payable by the Customer.

3.7 This Agreement is project based and terminates upon Completion of the Service, unless otherwise stated on the Order Confirmation.

4. Customer Obligations

4.1 The Customer shall pay the charges for the Service in accordance with clauses 9, 10 and 11 below.

4.2 The Customer is responsible for providing a satisfactory level of cooperation and for providing all necessary project information and facilities to enable Jump Online to produce and deliver a quality service, including:-

4.2.1 to notify us if you are unhappy with work carried out within 24 hours of "Completion of work".

4.2.2 investment of necessary time to provide a comprehensive feedback regards each stage of Sign Off including the 'Spec Document' and the 'Design Proposal Document'.

4.2.3 provision of correct project information, for example, correct point of contact details, access requirements, and all other relevant details to support the process.

4.2.4 digital signature where applicable.

4.2.5 Sign Off where applicable.

4.2.6 provision of Artwork's, 'vector graphic' quality, high quality print standard.

4.2.7 remote access where applicable.

4.2.8 to supply all content and log-in details before the 'Spec document' is submitted within 14 days of contracting with Us.

4.3 The Customer will be responsible for obtaining and holding all consents, licences, permits and other similar instruments applicable to material it supplies to Jump Online for incorporation into the Work, including without limitation copyrights, trademarks, artworks, patents and all such similar instruments.

4.4 The Customer warrants and represents to Jump Online that any element of text, graphics, photos, designs, trademarks or other material supplied to Jump Online for inclusion in the Work are owned by the Customer, or that the Customer has permission from the rightful owner to use each of these elements and that Jump Online's use of such material shall not infringe the intellectual property rights of any third party.

4.5 Without prejudice to its rights in terms of Clause 11 hereof, Jump Online is entitled to suspend or terminate the Customer's use of the Service if the Customer fails to comply with any of its obligations under this clause 4.

4.6 In the case of third party involvement including existing Customer suppliers or suppliers nominated by the Customer, the Customer agrees and undertakes to ensure that all necessary information is communicated to all parties involved in the project or work to be carried out. Jump Online is not responsible for briefing all parties unless stated in the Order Confirmation.

4.7 The Customer is responsible for revision of content including checking of grammar and spelling mistakes or content incorrectly worded or passed.

4.8 The Customer is responsible for gaining permission to use Intellectual Property not owned by the Customer. Jump Online takes no responsibility for such undertakings.

4.9 In the event the Customer ordering directly from 3rd parties, Jump Online is not responsible for renewing services.

4.10 Video Production Services are subject to the following additional terms and Conditions:

4.10.1 Access to filming location in advance of services commencing.

4.10.2 Communication of correct project information, for example, correct point of contact details, times of filming, lighting at the venue, access requirements, and all other relevant details to support the filming process.

4.11 Training and Consultancy Services are subject to the following additional terms and Conditions:

4.11.1 Where the Service includes staff training, the Customer is responsible for ensuring attendance numbers and no reduction in the Contract Price will be made due to a lesser number of attendees being trained than has been confirmed on the Order Confirmation.

4.11.2 Where the Customer has contracted for Training Services; the service will only cover services originally agreed at the time of contract and further work is subject to quotation more fully described in the Order Confirmation.

4.11.3 To cancel Training or Consultancy Services the Customer must notify Jump Online 7 days prior to commencement of Services and will incur 50% of the contract price. Where notice of cancellation is less than 7 days prior to commencement of Services, the Customer will incur full contract price and payment will be due from you to us within 30 days of termination.

5. SEO Services

5.1 Subject to clause 5.2. where SEO Services includes Front Page Presence; we guarantee to obtain a Front Page Presence for one or more Keyword phrases, on the Google Search Engine at any one time during the Guarantee Period. The date of commencement of the Guarantee Period will be stated on the Order Confirmation.

5.2 To guarantee 5.1, is subject to satisfactory completion of Keywords search and in particular agreement between Jump Online and the Customer regarding the keywords to be used in the SEO Service.

5.3 We undertake to refund the Customer the contract price of SEO Services provided only; if the Customer's website does not obtain a Front Page Presence for one of more Keyword phrases for the duration of the Guarantee Period.

5.4 For the guarantee to take effect, the minimum contract term is 12 months.

5.5 The Customer can cancel at any time ending the Guarantee offered by Jump Online.

5.6 Any renewal will be treated as a new contract with all Keywords or blocks of Keywords subject to a new Guarantee period fully described in the Order Confirmation.

5.7 The Guarantee is deemed successful when Front Page Presence of any one Keyword occurs during the Guarantee Period.

6. Hosting and Domain Name Services

6.1 Where the Customer has acquired hosting services from Jump Online, as set out in the Order Confirmation, Jump Online will continue to provide such Hosting services at the end of the 12 month initial period for a further 12 month period unless otherwise agreed and instructed in writing one month before the end of such 12 month rolling period. Jump Online will continue to provide services until otherwise instructed.

6.2 The minimum contract term is 12 months.

6.3 With regard to .co.uk domain names the minimum contract term is 24 months.

6.4 Due to the nature of the Service, no refund is offered by Jump Online in respect of hosting services.

7. Indemnification

7.1 The Customer shall indemnify Jump Online and keep Jump Online indemnified against any liability to any third party arising out of or connected with the Customer's use of the Service.

7.2 The Customer hereby indemnifies Jump Online against all claims, demands, losses, damages, costs or expenses howsoever arising incurred by Jump Online in connection with the Agreement

as a result of a breach by the Customer of any provision of this Agreement, law or regulation and/or as a result of any third party legal action or threatened action in relation to Intellectual Property rights infringement whatsoever and howsoever arising. Without prejudice to the foregoing generality the Customer indemnifies and holds harmless Jump Online from any and all claims, demands, losses, damages, costs or expenses arising out of the Customer's failure to obtain copyright or other Intellectual Property rights or other releases or permissions with respect to the Artwork or any other materials supplied to Jump Online.

8. Service charges

8.1 Charges shall be based upon the Customer paying the Contract Price upon completion of work. For projects lasting in excess for 4 weeks, staged payments may be required as set out where applicable in the Order Confirmation.

8.2 Payment for any additional third party services must be received prior to the commencement of the related work.

8.3 Jump Online will not be held responsible for any delay to the Service where payment is not received pursuant to clause 8.1 hereof. Subsequently in certain circumstances expediting of service delivery following late payment may incur additional costs due to be payable by the Customer.

8.4 With regard to business conducted outside the UK, we require full payment prior to the website going Live.

9. Payment terms (subscription services)

9.1 With regard to payments agreed through Jump Online's subscription services, all payments are to be made on the 1st of the month and every month thereafter for the duration of the subscription services as set out in the Order Confirmation. The first payment shall be paid in advance of Service commencement.

9.2 Without prejudice to the foregoing, all charges for subscription services are non-refundable in the event of early cancellation by the Customer.

10. Terms of Payment

10.1 Subject to any special terms which we may agree with you in the Order Confirmation or otherwise in writing, payment by you to us will be made within 14 days of the date of each invoice issued by us to you. Unless otherwise agreed, charges shall be based upon the Customer paying up to 50% of the Contract Price upon our acceptance of the Customer's order and the remainder payable on completion. Please note the initial work will only commence when the initial payment has cleared.

10.2 Time of payment shall be of the essence of the Agreement. You shall not be entitled to set off or withhold any payment for any reason whatsoever. Subsequently, in certain circumstances expediting of services delivery following late payment may incur additional costs due to be payable by the Customer. No refunds are offered to the Customer post "completion of work".

10.3 If you fail to make payment within the period specified in clause 10.1 then, without prejudice to any other right or remedy available to us, we shall be entitled to:-

10.3.1 suspend any further service provision to you and/or suspend performance of the Services; and/or

10.3.2 cancel the Agreement; and/or

10.4. The Customer shall not be entitled by reason of any set-off, counter-claim, abatement, or other deduction to withhold payment of any amount due to Jump Online.

10.5 If the Customer's cheque is returned by the bank as unpaid for any reason, Jump Online reserves the right to levy a "returned cheque" charge.

10.6 If you are late in making a payment under this Agreement for 60 consecutive days or more, we reserve the right to pass your Customer Agreement to a reputable debt recovery company and you shall reimburse us on demand for all costs, expenses and losses associated therewith (including lost profit) or enter the court process to recover payments due if necessary.

10.7 If you are a private limited company or sole trader then, unless otherwise agreed with us in advance, it is a condition of our accepting instructions on your behalf that your directors are personally jointly and severally or severally liable along with you for any fees, outlays and other sums due to us. That means that you and each individual director are each individually and personally liable for the whole amount.

10.8 In the event of the Customer prematurely cancels the Agreement or any portion thereof, Jump Online shall be entitled to payment of time invested at an hourly rate more fully described in the order confirmation plus the total sum of expenses incurred by Jump Online, at the sole discretion of Jump Online.

11. Termination

11.1 Jump Online shall be entitled to suspend or to terminate the Service in accordance with clause 10.3 hereof.

11.2 Without prejudice to any other rights to which it may be entitled, Jump Online or the Customer may terminate this Agreement by written notice if the other party commits any material breach of any of the terms of the Agreement and the breach remains un-remedied after thirty days of the defaulting party being notified by the other party of the breach and of the other party's intention to terminate unless the breach is remedied.

11.3 Jump Online may terminate provision of the Service immediately if the Customer takes or suffers any action on account of debt or is insolvent or apparently insolvent.

11.4 Jump Online will not tolerate duplicity, deceit or pretence regards the parties involved with the services provided, or in any way abusing the Service, reserving the right to terminate services as a result of such behaviour.

12. Disclaimer and Limitation of Liability

12.1 The Customer uses the Service at its own risk and in no event shall Jump Online be liable to the Customer for any direct, consequential, incidental or special damage or loss of any kind (except personal injury or death resulting from Jump Online's negligence) including, not using the service or design, not having adequate budget for marketing but not limited to, loss of profits, loss of contracts, business interruptions, customer missing deadlines, loss of or corruption of data or the Customer's inability to use the Service, however caused and whether arising under contract or tort, including negligence or otherwise except as expressly provided herein.

12.2 If any exclusion, disclaimer or other provision contained in this Agreement is held to be invalid for any reason by a court of competent jurisdiction and Jump Online becomes liable thereby for loss or damage that may lawfully be limited, such liability whether in contract, delict (including negligence) or otherwise, will not exceed the total charges paid by the Customer in the one month preceding such liability arising.

12.3 Jump Online shall have no liability for delay in the provision of the Service or for any effect upon the quality of the Service caused by external activities, third party failures or problems suffered as a result of the Customer's internal communication or the accessibility or cooperation of the Customer.

12.4 Additional costs may be due and payable by the Customer as a result of requests for requirements additional to the Services set out in the Order Confirmation. Jump Online reserves

the right to charge the Customer at our normal hourly rate as notified in the Order Confirmation for extra hours not originally agreed and set out in the Order Confirmation.

12.5 Jump Online is not responsible for spelling mistakes or content supplied by the Customer that is incorrectly worded or phrased. Revision of content is not the responsibility of Jump Online.

12.6 Jump Online will not be held responsible for any delay to the Service if payment is not received pursuant to clause 10.1 hereof.

12.7 Jump Online is not responsible for 3rd party mistakes or external delays and will not accept delay in payment to us from you as a result of such circumstances.

12.8 With regard to 'hosting service' offering; Jump Online cannot guarantee 100% up time. The Customer acknowledges that Jump Online cannot and does not warrant that the Service will detect or protect against viruses or viral attacks

13. Force Majeure

13.1 Jump Online shall not be liable to you or be deemed to be in breach of the Agreement by reason of delay in performing, or any failure to perform, any of our obligations in relation to the Services, if the delay or failure was beyond our reasonable control. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond our reasonable control:

13.1.1 act of god, explosion, flood, tempest, fire or accident; weather.

13.1.2 war or threat of war, sabotage, pandemic flu or virus, insurrection, civil disturbance or requisition;

13.1.3 acts, restrictions, regulations, bye-laws, prohibitions or measures or any kind on the part of any governmental, parliamentary or local authority;

13.1.4 import or export regulations or embargoes;

13.1.5 strikes, lock-outs or other industrial actions, power cuts or trade disputes (whether involving our employees or of a third party); or

13.1.6 difficulties in obtaining the System, labour, fuel, parts or machinery.

13.1.7 technical problems, external circumstances preventing suppliers delivering against deadlines or preventing delivery of 3rd party against agreed commitments.

14. Confidentiality

14.1 Each party will keep confidential any Confidential Information disclosed to it by the other. Neither party will disclose any Confidential Information to any third party, save to its agents, subcontractors, advisers or to an employee who needs to have access to such Confidential Information in connection with the performance of any obligations under the Customer Agreement, PROVIDED THAT the disclosing party will be responsible for ensuring that any person to whom it makes any such disclosure complies with this Clause 14.

15. Intellectual Property rights and ownership

15.1 All Customer-owned content and materials including all pre-existing Trademarks shall remain the sole property of the Customer or its respective suppliers and the Customer or its suppliers shall be the sole owner of all rights in connection therewith. The Customer hereby grants to Jump Online a nonexclusive, non-transferable licence to use, reproduce, modify, display and publish the Customer-owned content and materials solely in connection with the Work.

15.2 Nothing in this Agreement shall be taken to prevent us from using any expertise acquired or developed during the performance of this Agreement in the provision of services to other parties. Jump Online retains the right to use Intellectual Property content for marketing use.

16. Changes

16.1 Should the Customer require a change in the nature, scope or timing of the Service or in or any other aspect of this Agreement, such change shall be requested in writing. Jump Online shall advise the Customer of the effects including any increase in the Service charges which may result and the Agreement shall be modified to reflect such changes including to the Service charge and/or duration which may be agreed.

17. Privacy

17.1 The parties acknowledge that the images of individuals appearing in videos and/or photographs produced as part of the Service will constitute personal data in terms of the Data Protection Act 1998 ("the Act"). In processing such personal data Jump Online is a data processor in terms of the Act and such processing is at the behest of and under the direction of the Customer. The Customer hereby acknowledges its obligations as a data controller in terms of the Act and warrants and represents to the Service Provider that it has discharged and shall discharge its obligations in terms thereof and the Customer shall hold Jump Online harmless from any claims by any third party relating thereto.

17.2 Any personal data (as defined in the Act) provided by you to us shall at all times remain your property and we shall take all reasonable precautions to preserve the integrity of such Personal Data and to prevent any corruption or loss, damage or destruction of such Personal Data, PROVIDED THAT we reserve the right to disclose to the police, the fire authorities, any other relevant authority, our insurance company and any of their representatives details of the records kept by us.

18. Disputes

18.1 Should any dispute arise in connection with this Agreement, the parties shall attempt to settle same by negotiation however should the dispute not be resolved within 30 days of the first intimation of the dispute then parties shall attempt to settle it by Mediation, in advance of court litigation, in accordance with the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure.

19. Assignment

19.1 Neither party shall assign, transfer, sub-contract, or in any other manner make over to any third party the benefit and/or burden of this agreement without the prior written consent of the other, which consent shall not be unreasonably withheld or delayed.

20. Notices

20.1 Any notice, demand or other communication given or made under or in connection with the matters contemplated by this Agreement shall be deemed to have been duly given and received;
20.1.1 if personally delivered, upon delivery at the address of the relevant party;
20.1.2 if sent by first class post, two business days after the date of posting; **20.1.3** if by email, when sent; provided that if, in accordance with the above provision, any notice, demand or other

communication would otherwise be deemed to be given or made after 17:00 hours, it shall be deemed to be given or made at the start of the next business day.

20.2 Any notice personally delivered or sent by first class post shall be delivered to the address of the relevant party set out in the Order Confirmation for the Customer and on the Jump Online Web site for us,

21. General

21.1 Failure or delay by Jump Online in enforcing any term of the Agreement shall not be construed as a waiver of any of its rights under it.

21.2 The illegality, invalidity or unenforceability of any part of this Agreement will not affect the legality, validity or enforceability of the remainder.

21.3 The construction, validity and performance of this Agreement shall be governed by Scots Law and the parties submit themselves to the non- exclusive jurisdiction of the Scottish Courts.