

Terms & Conditions

All orders placed with EP Digital Designs (EPDD) confirm automatically in the agreement of the terms and conditions stated below.

Definitions:

The Client: The company or individual requesting the services of EPDD.

EPDD: Primary designer/site owner/photographer/copyright owner & employees or affiliates.

1 General

1.1 EPDD will carry out work only where an agreement is provided either by a signed work/purchase order or email. An 'order' is deemed to be a written agreement or contract between EPDD and the client, this includes email agreements.

1.2 EPDD will not accept adult related orders or carry out work for clients who are under 18 years of age.

2 Website Design, Hosting & Software Development

2.1 We guarantee that all scripts and code are error free at the time being released and tested.

2.2 EPDD will guarantee that all software developed for the client is tested and runs error free with the client before release date to ensure it functions correctly for it's purpose.

2.3 The website, graphics, imagery and any programming code remain the property of EPDD until all outstanding accounts are paid in full.

2.4 All intellectual property rights(unless specifically agreed) remain the property of EPDD and may only be commercially reproduced or resold with the written permission of EPDD.

2.5 EPDD cannot take responsibility for any copyright infringements caused by materials submitted by the client. We reserve the right to refuse any material of a copyrighted nature unless adequate proof is given of permission to use such material.

2.6 EPDD guarantee that your site will be fully completed by the mutually agreed release date providing all material has been handed to EPDD within the deadline date given. An amount that equates to one day's hosting fee will be deducted from the final bill for every day that your release date is overdue through the fault of EPDD.

2.7 No part of the site design, artwork, formatting or original imagery may be replicated for use on other websites published or not on the www without written permission from EPDD.

2.8 EPDD will compensate clients for any down time that occurs at the fault of either EPDD or our server. The client will be credited one day additional hosting for every hour that they receive interrupted service from the point of notification.

2.9 All sites designed and hosted by EPDD include full use of the Management Centre functions relevant for their site.

2.10 EPDD own full copyright of the in house Management Centre designed by themselves and make no additional charge to clients for usage of this system for the lifetime of their hosting package with EPDD.

2.11 EPDD will guarantee that all sites and applications will function correctly on the server it is initially installed in and fully functioning and cosmetically correct within all of the main browsers, e.g. Internet Explorer version 6 upward, Mozilla version 2 upward, Safari version 2 upwards and more.

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

2.13 No refunds will be given to clients for termination of hosting before the agreed date.

3 Photography

3.1 All models/clients involved in adult related projects will be required to sign an age disclaimer stating their age and where applicable will be asked to provide identification to prove that they are above the age of 18.

3.2 EPDD do not photograph models under the age of 18 for adult related projects.

3.3 Images photographed as part of a website package remain the property of said site and can only be used for publication on said site.

3.4 All shoots cancelled within 24hrs of the booking will be eligible for a £20 cancellation fee

3.5 Cancellations must be made by telephone, no texts can be accepted.

3.6 EPDD have a moral and professional code of conduct. Please see below T&C's for details.

4 Payment of Accounts

4.1 A small non refundable deposit is required with any project before any design work will be carried out. It is our policy that any outstanding accounts for work carried out by EPDD or its affiliates are required to be paid in full on the release date or other date agreed in writing with EPDD.

4.2 Upon release date the client is obliged to pay the remaining balance even if they have decided the site is no longer required. Non payment will result in legal action being taken if necessary.

4.3 If accounts are not settled or EPDD 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.

Professional and Moral code of conduct for Photographic Services

- Under no circumstances will either the photographer or any assistants be conducting shoots under the influence of either alcohol or drugs
- Under no circumstances will any model/client be made to feel uncomfortable with the shoot situation or surroundings.
- Under no circumstances will models who appear not to be aware of the situation or under coercion of others be photographed.
- Similar, no model who can not fully communicate with the photographer and assistant will be photographed.
- Under no circumstances will a client be asked to put themselves in a position which may make them feel vulnerable.
- EPDD will not shoot models for adult themed work if they appear to be under the age of 18 without proof of age.
- Our photographer or assistants will never suggest or accept any form of 'Payment in kind' for our services.
- The model will always receive a release form to state where the images will appear if taken on behalf of an agency or third party.
- EPDD will never pass your details on or sell/exchange/give freely your images to a third party.
- No model/representative will be approached or have information passed to them in the aim to influence their current choice of representation.
- No one who enters a studio used by EPDD will be photographed or filmed without their full written consent.
- No illegal activity will be photographed
- No person under the age of 18 will ever be present at any adult related shoot.
- No person who makes any model feel uncomfortable during a shoot will be allowed to remain.
- Full private changing rooms are available for all models wishing to use them.
- All shoot bookings that are taken by EPDD are approached in an highly professional manner using professional equipment and using skilled photographers and assistants, not amateur hobbyists obtaining money/favours through ill means.