



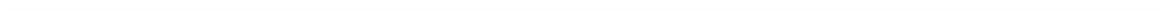


# Overview

Every project that we are involved in requires a commitment to high standards and workable schedules. To make this possible we must adhere to the guidelines set out in this document.

To get the best results from the project we would also expect a certain level of commitment from yourself or your company and its employees.

This document outlines our approach to project work and represents an agreement to ensure the safe and successful delivery of the project for the benefit of everyone involved.





## General expectations from both parties

### What you can expect from us...

We have the experience and ability to perform the services you need from us and we will carry them out in a professional and timely manner. Along the way we will endeavour to meet all the deadlines set but we can't be responsible for a missed launch date or a deadline if you or third party suppliers to your business have been late in supplying materials or have not approved or signed off our work on-time at any stage. We will also maintain the confidentiality of any information that you give us.

Upon commencement of the project we will work within the agreed scope of the project, whether this be based on revising existing content or an agreed brief relating to the production of new content. We are happy to provide assistance with new ideas along the way, but reserve the right to charge you for any work that falls outside the scope of the initial project agreement at our hourly rate of £65.

Although we will always strive to make sure we deliver our projects to any pre defined dates sometimes in life and business you can't always predict the future. So we will not be liable for any business or revenue lost as a result of late delivery of a project, unless this has been specifically discussed and terms approved by both parties before beginning the project.

### What we need from you...

As our customer, you have the authority to enter into this contract on behalf of your company or organization. You agree to provide us with everything that we need to complete the project including your requirements, text, images and other information as and when we need it, and in the format that we request. You agree to review our work, provide feedback and sign-off approval in a timely manner.

Where websites are involved, you agree to test the site yourself to ensure that you're happy with everything and that your content is working BEFORE marking the project as complete. You also agree to stick to any deadline dates that we set together including the payment schedule set out at the end of this contract.



# Design criteria

## Design

Where design work is concerned we will collaborate with you, the client, to determine the direction and limitations of the project through a written brief or informal chat depending on the scope of the project. We will then adhere to this brief to produce any necessary designs. This contract includes an initial design concept plus the opportunity for you to make up to two rounds of amendments to that design. If for any reason you're not happy with the designs at this stage, then you will pay us in full for all of the work that we have produced until that point and you may either cancel this contract or continue to commission us to make further design revisions at the daily rate set out in our original estimate.

## Text content

We are not responsible for writing or inputting any text copy unless we specified it in the original estimate. We'll be happy to help though, and in addition to the estimate we charge £40 per hour for any copy writing and £30 per hour for any content input required.

## Photography

Where possible you will supply us with photographs in a digital file format at a usable size. If this is not possible then we may suggest alternatives, such as commissioned photography or illustration, or stock imagery from an approved vendor. Costs for these items can be quoted for if necessary. We may use place-holder imagery for design concepts only and will make you, the client, aware of any circumstance where we do so and any associated costs.

We will never knowingly use copyrighted or non-royalty free images, text, graphics, charts, music or video. We DO NOT take responsibility for any potential or actual breaches of copyright through or from your website from the time of the initial invoice being paid to the project sign-off, whether confirmed via email, post or otherwise.



# Web development criteria

## Software purchasing

If at any point during the project, we both agree that we need to purchase some third party software or code to work on the website then the full and complete payment must be made in advance of us purchasing on your behalf. We do not take responsibility for the purchasing of any incorrect software, or incompatible software. We do not offer any refunds for any software purchased from a third party unless the third party specifically offer a favourable returns policy.

## Layout templates

If the project includes html5, xhtml or html markup and css templates, we will develop these using valid html5, xhtml 1.0 Strict markup and css2.1 + 3 For styling. We will test all our markup and css in current versions of all major browsers including those made by google, apple, microsoft, mozilla and opera. We will also test to ensure that pages will display visually in a similar, albeit not necessarily an identical way. Microsoft internet explorer 6, 7, 8 and 9 for windows are now well past there sell-by dates. We do not offer any further ie 6, 7, 8 and 9 support or design modifications.

We cannot guarantee that the website will be w3c standards compliant if we are using any third party code, such as modules, components, or extensions, but not to limit to these mentioned alone. If all coding is bespoke then we can guarantee w3c compliant standards.

We will not test these templates in old or abandoned browsers, for example microsoft internet explorer 6 or 5.5 For windows or mac, previous versions of apple's safari, mozilla firefox or opera unless otherwise specified. If you need to show the same or similar visual design to visitors using these older browsers, we will charge you at the daily rate set out in our original estimate for any necessary additional code and its testing.

# Additional information

## Changes & revisions

We know from plenty of experience that fixed-price contracts can be limiting, particularly if this is the first time that you've worked with us, so we're open to extending this agreement if necessary.

The estimate/quotation prices you will be provided with are based on the number of days or hours that we estimate we'll need to accomplish everything that you have told us you want to achieve. If you do want to change your mind, add extra pages or templates or even add new functionality, that won't be a problem. We can provide quotes for any additional project work required. Along the way we will always ask you to put change requests in writing (email is fine) so we can keep track of changes. If amends or changes have not been confirmed in writing we cannot guarantee completion.

## Legal information

We can't guarantee that the functions contained in any web page templates or in a completed web site will always be error-free and so we can't be liable to you or any third party for damages, including lost profits, lost savings or other incidental, consequential or special damages arising out of the operation of or inability to operate this web site and any other web pages, even if you have advised us of the possibilities of such damages.

If any provision of this agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions.

## Retainers

Monthly retainers provide ongoing support at a discounted rate up to the number of hours set forth in this Agreement. Retainer fees are required in full in advance of services; payment is due on or before 1st of each month. If payment is not received by the 1st, full standard hourly rates will apply for any work performed during that month, and monies received will be applied accordingly. Services rendered beyond the retained number of hours will be billed at the full hourly rate with payment due upon receipt. Payments rendered are considered fully earned and non refundable. Unused hours are not carried over; it is incumbent upon Client to utilize their retained hours each month.



# Additional information

## Copyright

You guarantee to us that any elements of text, graphics, photos, designs, trademarks, or other artwork that you provide us for inclusion in the web site or design are either owned by yourselves, or that you have permission to use them.

When we receive your final payment, copyright is automatically assigned as follows:

you are allocated the rights to any bespoke final artwork that we create for the project, third party elements such as photography, icons and text remain the property of their original owners unless otherwise noted. We will give you a copy of any necessary files upon request and you should store them safely as we are not required to keep them or provide any native source files that we used in making them.

We own the xhtml markup, css and other code and we license it to you for use on only this project.

We're proud of our work and like to share what we have learned with other people, so unless otherwise agreed we reserve the right to display and link to your completed project as part of our portfolio and to write about the project on web sites, in magazine/blog articles and in books about web design. Where this is the case we will place a credit with an embedded hyperlink at the bottom of each web page created.

## Payments

To ensure that we can get started on the project as soon as possible we appreciate that you, the client, will adhere to our payment schedule. Deviation from this could cause a delay in the project and may result in additional fees charged at our discretion.

If you, the client, request that the project be cancelled then we are entitled to a 10% cancellation fee of the total project cost plus any additional unbilled expenses.

Unless otherwise agreed, project payments are structured as follows:

### ***project commencement***

Deposit payment of 50% of total balance.

### ***Project delivery complete***

Payment of remainder of total balance.





# The dotted line

## The small print

This contract is non-transferable. This contract stays in place and need not be renewed. If for some reason one part of this contract becomes invalid or unenforceable, the remaining parts of it remain in place.

Although the language is simple, the intentions are serious and this contract is a legal document under exclusive jurisdiction of English courts.

I agree to adhere to the terms and conditions stated within this document:

Signed by Aaron Hayes

Date:

Signed by and on behalf of client

Date:

Everyone should sign above and keep a copy for their own records.

