

Between CHRISP DESIGN and Clients.

Summary

We will always do our best to fulfil your needs and meet your goals, but sometimes it is best to have a few simple things written down so that we both know what is what, who should do what and what happens if things go wrong. In this contract/terms and conditions you won't find complicated legal terms or large passages of unreadable text. We have no desire to trick you into something that you might later regret. We do want what's best for the safety of both parties, now and in the future.

In short

You are hiring CHRISP DESIGN to design and develop a website/marketing materials/design work for the estimated total price outlined in our previous correspondence/proposal.

What do both parties agree to do?

As our customer, you have the power and ability 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 text, images and other information as and when we need it, and in the format that we ask for. You agree to review our work, provide feedback and sign-off approval in a timely manner too. Deadlines work two ways and you will also be bound by any dates that we set together. You also agree to stick to the payment schedule set out at the end of this contract or in correspondence.

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 have been late in supplying materials or have not approved or signed off our work on-time at any stage. On top of this we will also maintain the confidentiality of any information that you give us.

Details of the works

We will create designs for the look-and-feel, layout and functionality of your website/business/brand. This contract includes one main design plus the opportunity for you to make up to two rounds of revisions. If you're not happy with the designs at this stage, 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. This also applies to page content that goes over and above the 1000pxl max, if over we will charge for additional page or our hourly rate for additional work.

HTML/CSS layout templates

If the project includes XHTML or HTML markup and CSS templates, we will develop these using valid HTML5 markup and CSS3 for styling. We will test all our markup and CSS in current versions of all major browsers including those made by 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, in Microsoft Internet Explorer 7 for Windows as this browser is now past its sell-by date.

We will not test these websites in old or abandoned browsers, for example Microsoft Internet Explorer 5, 5.5 or 6 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.

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 will charge you at £50 per hour, including a free initial consultation, for copy writing or content input.

Photographs

If needed, you will supply us photographs either in digital or printed format. If you choose to buy stock photographs we can suggest vendors of stock photography. Any time we spend searching for or taking appropriate photographs will be charged at £50 per hour, after a free initial consultation to determine if this is the best route to take.

Changes and revisions

We know from plenty of experience that fixed-price contracts are rarely beneficial to you, as they often limit you to your first idea about how something should look, or how it might work. We don't want to limit either your options or your opportunities to change your mind.

The estimate/quotation prices at the beginning of this document or other correspondence are based on the number of days 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. You will be charged the daily rate set out in the estimate we gave you. Along the way we might ask you to put requests in writing so we can keep track of changes.

Technical support

We will arrange a 12 month contract for your Domain and Hosting Packages and charge you at our agreed monthly rate. The contracts are on a rolling basis as not to lose your products so if you wish to cancel please do so at least 60 days before the end of each term, or the contract will continue to renew for a further 12 month period. Any statistics software such as Google Analytics; then the updates to, and management of that server, plus any support issues will be up to you, or additional charges may apply. Also if a website is to be decommissioned and transferred we reserve the right to charge £100 for our time and or cost we may incur.

If you do require help with anything beyond the design and development of your site, we'll be happy to help.

The client is expected to test fully any application or programming relating to a site developed by CHRISP DESIGN before being made generally available for use. Where "bugs", errors or other issues are found after the site is live CHRISP DESIGN will endeavour (but is not obliged to) to correct these issues to meet the standards of function outlined in the brief.

Website Hosting

Whilst CHRISP DESIGN recommends hosting companies to host websites, no guarantees can be made as to the availability or interruption of this service by CHRISP DESIGN cannot accept liability for losses caused by the unavailability, malfunction or interruption of this service, or for loss of turnover, sales, revenue, profits or indirect, consequential or special loss.

CHRISP DESIGN reserves the right to refuse to handle in any way, material which may be deemed offensive, illegal or in any way controversial, and also to terminate the hosting service should the necessity arise.

Legal stuff

We can't guarantee that the functions contained in any webpage or in a completed website 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.

Copyrights

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 are either owned by your good self's, or that you have permission to use them.

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

You own the graphics and other visual elements that we create for you for this project. We can give you a copy of all files and you should store them really safely as we are not required to keep them or provide any native source files that we used in making them.

You also own text content, photographs and other data you provided, unless someone else owns them. We own the XHTML markup, CSS and other code and we license it to you for use on only this project.

We love to show off our work and share what we have learned with other people, so we also 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 articles and in books about web design.

Payments

We are sure you understand how important it is as a small business that you pay the invoices that we send you promptly. As we're also sure you'll want to stay friends, you agree to stick tight to the following payment schedule, which will be as follows, but may be revised based on further conversations between us.

50% of total estimated fee upon agreement of initial design:

Remainder of fee payable not more than 14 days after receipt of finished product

12 Month Rolling Maintenance package:

Interest accrued if payment is more than 14 days late is 5% of outstanding amount to be added every 7 days, starting from 15th day after receipt of finished product. If accounts are not settled or CHRISP DESIGN 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. Following consistent non-payment of an invoice

our Solicitors will contact the client in question, with a view to taking the matter further and if need be to seek payment through legal procedures, and if necessary court summons.

If there are any outstanding balances on the clients account, CHRISP DESIGN reserves the right to suspend any project and take off air website packages until full payment is secured.

Complaints Procedure

Anyone who experiences a problem with their web service provided by CHRISP DESIGN should raise the matter directly by Email, Telephone or Letter, giving sufficient information to locate the material (such as an url) and clearly outlining the grounds for complaint.

CHRISP DESIGN will approach the individual responsible for the material in question with a view to resolving the matter to the satisfaction of the complainant.

But where is all the horrible small print?

Just like a parking ticket, you cannot transfer this contract to anyone else without our permission. 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.

Everyone should keep a copy for their records.