



# TERMS & CONDITIONS

## STANDARD TERMS AND CONDITIONS

These are the standard terms and conditions for Website Design and Development and apply to all contracts and all work undertaken by The Amazing Website Company Ltd for its clients.

### THE PROJECT AGREEMENT

All projects will be agreed to in writing via email, including appropriate Word Doc attachments, image files and any downloadable documents where applicable for the following:

- What the client is getting for their agreed price will be listed on the quote/invoice for inspection
- What the payment terms are so a choice can be made
- That all content of words, images and other files will be received by us before work commences.

### OUR FEES AND DEPOSITS

The Amazing Website Company Turnkey websites require:

- A non-refundable set-up fee paid prior to commencement of work on designing your website.
- A commitment to 12 months of regular monthly fees paid via Direct Debit thereafter on a one-month rolling contract
- The monthly payment contract starts on the first of the month following the set-up fee payment. This monthly payment is payable even if the website is not yet ready to go live as part of the Pay Monthly contract model. The website will be completed as quickly as possible as soon as the content is received.
- Failure to pay the monthly fee on the 1<sup>st</sup> of the month will see the website suspended from 15<sup>th</sup> of that month until such time as payment is brought up to date

### VARIATIONS

We are pleased to offer you the opportunity to make revisions to the design. However, we have the right to limit the number of design proposals to a reasonable amount and may charge for additional designs if you make a change to the original design specification. Our website development phase is flexible and allows certain variations to the original specification. However, any major deviation from the specification will be charged at our usual hourly rate of £75 per hour.

### THE DESIGN AND BUILD

The client hires us to use our skills, expertise and experience in website design and build to complete their project. We may also use our own judgement and interpretation of a client's requirements where necessary to maximise commercial and business effectiveness for their business website. Where a project requires additional specialist input or time issues dictate, we will outsource website design and build work as appropriate at no extra charge to the client.

### SUBCONTRACTING

We reserve the right to subcontract any services that we have agreed to perform for you as we see fit. The client hires us to use our skills, expertise and experience in website design and build to complete their project. We may also use our own judgement and interpretation of a client's requirements where necessary to maximise commercial and business effectiveness for their business website. Where a project requires additional specialist input or time issues dictate, we will outsource website design and build work as appropriate at no extra charge to the client.

### SUPPLY OF MATERIALS

You must supply all materials and information required by us to complete the work in accordance with any agreed specification. Such materials may include, but are not limited to, photographs, written copy, logos and other printed material. Where there is any delay in supplying these materials to us which leads to a delay in the completion of work, we have the right to extend any previously agreed deadlines by a reasonable amount. Where the client fails to supply materials, and that prevents the progress of the work, we have the right to invoice you for any part of the work already completed outstanding for payment.

### DEADLINES

Completion times are an estimate only, sometimes things may take longer than anticipated due to circumstances outside of our control or where the client delays in getting any agreed content to us in a timely fashion. We strongly recommend the client supplies all content prior to the project start.



#### **COPYRIGHT LIABILITIES**

When we receive images, documents, videos or logos to be included in the website design and build we will assume that the client owns the copyright or has copyright permission. Any infringement of copyright is the full responsibility of the client.

#### **SEARCH ENGINES**

We do not guarantee any specific position in search engine results for your website. We perform basic search engine optimisation according to current best practice.

#### **USING OUR DESIGNS ON OTHER WEBSITES**

If a customer takes anything from a website we have created for them and uses it on another website/domain we have not created we have the right to request it be removed if we believe it can be identified that it is the work of The Amazing Website Company Ltd.

#### **WORK OUTSIDE OF WEB DESIGN**

The Amazing Website Company Ltd is a Web Design Agency and to that end we do not deal with any IT issues you may have with your Computers and mobile devices. This also applies to the setting up of your email accounts on any of your devices. Regarding email accounts we will supply the necessary information for you to pass on to any IT company to carry this out for you.

#### **NON-DISCLOSURE**

We (and any subcontractors we engage) agree that we will not at any time disclose any of your confidential information to any third party.

#### **OUR CREDIT LINK**

As a web design agency, we like to be credited for our work. We will place a credit link to the footer area of the website. For example; we usually credit ourselves by adding "Web Design by The Amazing Website Company" in the footer area which links back to our website. Should the client prefer not to have this credit on their website then they can inform us that they want it removed by email.