

# Terms and Contract for website creation

In addition to the standard Terms and Conditions available at [www.itsimple.co.uk/terms.htm](http://www.itsimple.co.uk/terms.htm), this supplemental contract concerns website development and creation. At commencement of works it is understood by the client that they have read and agreed to these additional terms, whether or not a signed copy has been received by us.

Between Bayfair Ltd trading as ITSimple and the Client

## Definition of terms

**ITSimple** - Bayfair Ltd, trading as ITSimple having its principal place of business at 49 Grampian Way, Maidstone, Kent ME15 8TG aforesaid

The Client - the entity which enters into a contract with **ITSimple**.

## 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 you won't find complicated legal terms or large passages of unreadable text. We have no desire to trick you into signing 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, the client, are hiring **ITSimple** to design and/or develop a website, or section of, for the estimated total price and agreed payment plan, outlined in our previous correspondence.

*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 as agreed, and payment terms stated on any subsequent invoice.

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 (unless provided by you) as per the agreed quote/schedule of work. 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 our current hourly rate.

*HTML/CSS layout templates*

If the project includes XHTML or HTML markup and CSS templates, we may develop these using valid HTML5 markup and CSS3 for styling. We will test all our markup and CSS in current versions of all major desktop 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 templates 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 our hourly rate 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 our hourly rate, 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 our hourly rate or our photographic hourly rate, after a free initial consultation to determine if this is the best route to take.

Any time we spend editing provided photographs, unreasonably, will be charged at our hourly rate.

*Changes and revisions*

The estimate/quotation prices originally provided 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 our hourly rate for any additional work. Along the way we might ask you to put requests in writing so we can keep track of changes.

### *Technical support*

You may already have professional website hosting, you might even manage that hosting in-house; if that's the case, great. If you don't manage your own web site hosting, we can set up an account for you.

This contract does not offer or include technical support for web site hosting, email or other services relating to website hosting. If you do require help with anything beyond the design and development of your site, we'll be happy to help or we can suggest some third-party companies.

### *Maintenance*

Maintenance, if included in the contract, shall be on a month to month basis, with a minimum fee of 1 hour, at the hourly rate, payable in any month where updating is necessary. Fees will be assessed on an hourly basis at the hourly rate, hour or part thereof. No fee will be required in a month where no updating is necessary. Search engine re-submissions, other than the original submission included in the contract fee, shall be included in the maintenance fee. ITSimple reserves the right to increase the hourly rate, with one calendar month's notice.

## Legal stuff

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.

We do not take any responsibility for the services of third parties and we also do not guarantee listings on Search Engines. The client accepts that it is Search Engines and not us who determine whom they list and whom they will not. The Client further understands there is no guaranteed placement or rank on the Search Engines. We do not control Search Engines' algorithms and huge shifts can appear daily, weekly and even hourly.

We reserve the right to refuse or break a contract without prior notice, if it is believed that the Client, their Website, or any material is illegal, immoral or otherwise unacceptable.

## 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 selves, 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. On request, 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 30 days after receipt of finished product.**

Subsequent invoices will be due not more than 30 days after receipt.

Interest accrued if payment is more than 30 days late is 5% of outstanding amount to be added every 7 days, starting from 31st day after receipt of finished product.

## Changes to Terms and Conditions

These terms & conditions or those available to view at [www.itsimple.co.uk/terms.htm](http://www.itsimple.co.uk/terms.htm), may change from time to time.

Standard Terms and Conditions v1 August 2013

*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.*

## **Schedule of work**

**Any agreed work requested by the associate in writing.**

**Timescales: Within agreed written timescales**

# CONTRACT

ITSimple residing at 49 Grampian Way, Maidstone, Kent ME15 8TG, Bayfair Ltd trading as ITSimple, having its principal place of business at 49 Grampian Way, Maidstone, Kent ME15 8TG aforesaid (hereinafter referred to as "the first party")

*and the Client (hereinafter referred to as "the second party")*

## WHEREAS

- (ONE) The second party has requested that the first party undertake certain services in connection with the second party's website.
- (TWO) The first party has agreed to undertake these services

THEREFORE it is hereby agreed and declared as follows:-

- (ONE) The first party will undertake services as defined in the section "Schedule of work"
- (TWO) The works will be undertaken and completed within the agreed timescales.
- (THREE) The works will be completed subject to the Standard Terms and Conditions annexed and signed as relative hereto.
- (FOUR) The second party will make payments as defined in the section "Payment" and agrees to the Terms and Conditions.

Signed on behalf of ITSimple: *CM Bentley*

Date:

Full Name: Chris Bentley

Address: 49 Grampian Way, Maidstone, Kent ME15 8TG

Signed on behalf of the Client .....

*By signing this contract you declare that you have read, understood and agreed to the terms and conditions specified in this document.*

Date..... Full Name.....  
Position..... Address.....

*Please read, sign and return this page to ITSimple, and keep a copy for your own records.*