

# Website Design, Website Development & Graphic Design Project Terms and Conditions

Sparkly Media  
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## 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 these terms and conditions you won't find complicated legal terms or large passages of unreadable text. We do want what's best for the safety of both parties, now and in the future.**

## In Short...

You, The Client, are hiring **Sparkly Media** located at: 1, Belsham Court, South Street, Totnes, Devon TQ9 5FZ UK to design and develop a website for the quoted total price of outlined in our correspondence/proposal/quote.

## 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. 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.

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 work

We will create designs for the look-and-feel, layout and functionality of your web site. 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.

## Website design/building/testing/development

We will test the website in current versions of all major browsers including those made by Apple, Microsoft and Mozilla. We will not develop for older browsers such as Internet Explorer 8 and older or very old versions of Apple's Safari, Mozilla Firefox or Opera unless otherwise specified or requested.

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 do need to show the same or similar visual design to visitors using these older browsers, we will charge you at our 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 our standard hourly rate, with a free initial consultation, for copy writing or originating 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 and source these for you if you wish. Any additional time we spend searching for or taking appropriate photographs will be charged at our standard hourly rate, with a free initial consultation to determine if this is the best route to take.

## Changes and revisions

We know from 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 price you receive is based on the time and on the expertise that we estimate we'll need to apply in order to accomplish everything that you have initially told us you want to achieve. If you do want to change your mind, add extra pages, sections or perhaps add new technical



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functionality, that won't be a problem. You will be charged at our standard hourly rate. 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 web site hosting, you might even manage that hosting in-house. If you don't manage your own web site hosting, we can set up and host the website for you. Our hosting, maintenance and support package is extremely competitive and accessible.

## Legal aspects

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 website CMS 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 is 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 you or your company, 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 will give you a copy of all files if you request this 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.

You also own text content, photographs and other data you provided, unless someone else owns them. We own the HTML 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.



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## Payments

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

Work on your new website will begin once an advance of 25% of the agreed amount has been received.

Remainder of fee payable not more than 14 days after receipt of Website being upload and going 'live'.

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.

