

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 however want what's best for the safety of both parties, now and in the future.

In short

You, **Customer's name**, are hiring WEBPRESTO located at 1 Greyhound Close, Longtown, Herefordshire, HR2 0NB, to design and develop a web site for the estimated total price of £ **Price** outlined in our previous correspondence. The agreed payment plan is at the end of the document.

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.

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 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.

COMPATIBILITY

We build our websites using valid HTML5 markup and CSS3 for styling. We will test the finished website against current versions of all major browsers including those made by Apple, Microsoft, Mozilla and Google. We will not test against old or abandoned browsers unless otherwise specified. If you need to show the same or similar visual design to visitors using 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 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 £ 25 per hour. We do however review the content that you provide free of charge and if appropriate will propose changes that we feel will assist in the sites SEO ranking.

Photographs

If needed, you will supply us photographs or other graphics in digital 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 £ 25 per hour, after a free initial consultation to determine if this is the best route to take.

Logo

If needed, you will provide us with a copy of your logo in digital format so that we can incorporate it into the website design. We can also help by designing a basic Logo for you at a charge of £ 25 per hour or we can recommend a graphics designer who can develop a professional logo for you.

Changes and revisions

We know 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 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 and Website Updates

We will provide technical support to you free of charge for the first three months after the website goes live. This support is limited to the website that we designed and any hosting or email addresses set up by us on your behalf.

We will also install any minor content updates that you provide us with free of charge for the first three months after the website goes live. Updates should be forwarded to us via email and we will do our best to implement them within two working days. If the amount of work required by us to carry out these updates exceeds one hour per month then we will charge you our standard rate of £ 25 per hour for every hour over the one hour monthly allowance.

At the end of the three month period you can chose whether you would like to enter into a separate support and content updating contract with us or else we can provide you with support and updating at our standard rate of £ 25 per hour.

Website Hosting

We will give you three choices for website hosting.

Firstly you can utilise or establish your own hosting account with any hosting provider you wish to use. If you select this hosting option then you will need to provide us with cpanel or similar access to your hosting for the duration of the project. You will be responsible for all hosting management and support issues and for establishing and configuring any email accounts required.

Secondly we can setup a hosting account for you with our preferred third party hosting provider. We have carefully chosen a hosting company that provides high quality UK based hosting services. We will

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establish and configure email accounts for you and provide technical support for three months from the date your website goes live.

Finally we can load your website onto our shared hosting space which is utilised by most of our customers and for hosting our own WEBPRESTO website. We use the same high quality UK based hosting provider as in the previous option. We monitor usage of this shared hosting closely and expand the capacity as and when needed. We will establish and configure email accounts for you and provide hosting technical support for twelve months from the date your website goes live. After expiry of the initial twelve month support period we will give you the option of continuing to use our hosting space or making alternative arrangements.

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 nor can we guarantee the availability or performance of the website hosting provided. Consequently 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 selfs, 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 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 or in magazine articles.

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: £Deposit Fee

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

Interest accrued if payment is more than 14 days late is 5% of outstanding amount to be added every 14 days, starting from 15th day after receipt of finished product.

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 British courts.

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