



## Website Design Services

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## Website Design Services

### Terms & Conditions

Please read these Terms and Conditions carefully as they will form a contract between us and you; your acceptance of which is agreed from the moment you sign our Website Design and/or Website Maintenance Plan Agreement.

We have tried to keep these Terms and Conditions brief, easy to understand, and as straightforward as possible. If you have any questions, please do not hesitate to contact us at [support@agilefrogmedia.com](mailto:support@agilefrogmedia.com).

### Terminology

You ('the Client'), Us (AgileFrog Media, and hereinafter referred to as 'the Company')

The Project: the body of work that is being undertaken, normally consisting of several connected parts, such as consultation, graphic design, website design and/or website maintenance.

### What do both parties agree to?

*The Client agrees to:*

- Provide the Company, within a reasonable timescale, everything that is requested from you to complete the Project including text, images and other information.
- Provide the Company with text and images in the format as stated below (see 'photographs and images')
- Review the Company's work, provide feedback, and sign off approval in a timely manner.
- Make every effort to adhere to all agreed deadlines.
- Adhere to the payment schedule laid out on our invoice, sent prior to work commencing.
- Advise, in advance, of any confidential information to be presented by email, written, or verbally, between both parties. Also, for this to be marked as 'confidential' in the subject of the email, or clearly on any written documents.
- Provide a minimum of one months notice in writing, or by email should you wish to cancel any contract or service.

*The Company agrees to:*

- Make every effort to adhere to any deadlines agreed between us and you.
- Make revisions to the design, layout, colours etc when requested, but no more than on one occasion/revision round, unless agreed in writing prior to work commencing.



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- Additional revisions or design work outside the scope of the project will be charged separately, as well as functionality changes that are above, or in contradiction to the brief provided before work commences and first payment is received.

### Website Design

All websites are designed to work primarily across all major browsers and platforms including other devices such as mobile phones and touchpads. However, the Company cannot guarantee complete and/or long term compatibility across every major browser, platform or handheld device due to updates/upgrades by their respective vendors. The Company cannot guarantee compatibility in old or redundant browser software.

### Payments and Contract Lengths

Payments for website design services are accepted as 50% of the total balance due at the time of booking to book the contractor's time, commence work and cover basic costs, which is non-refundable. The final 50% will be payable as a milestone prior to any requested edits, or the site going live.

One round of design edits is included with each project, to be submitted to us within seven days of delivery of the draft web design. Changes submitted following seven days of the design delivery will be subject to our standard hourly rates unless you advise us in advance; please let us know if you'd like us to accommodate more time for your review, and we reserve the right to approve this on a case by case basis. Edits which are assessed by the Company to warrant a redesign of the website in full or part, or are a result of the addition of unapproved features or services not covered in the brief, will not be possible as this will take the work involved in this project over the scope agreed in the brief, and therefore be beyond the agreed value of the services booked. The scope of the work agreed for this project will always be outlined clearly in the brief sent across via invoice, and you will be updated through every milestone by SMS/messenger and email.

The company has the right to charge the client the total web development costs, should the client cancel the website agreement prior to the website going live. The scale of the charge will be dependent on what stage the project is at when the cancellation takes place and is at the Company's discretion.

The Company requires a minimum of 30 days notice to cancel any support or Website Care Plan contract. Services are billed on a 30-day rolling service, and so we require notice for cancellation to be received prior to the next billing date.



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Balances outstanding past fourteen days will be subject to an 8% interest charge on the total balance, applied on the fifteenth day and every fortnight following that the account remains in a negative balance. Underpayments or missed payments shall be backdated to the point at which the underpayment or missed payment was discovered and the Client shall be responsible for bringing their account up to date within a reasonable period of time.

### Content Management Systems

All packages will be developed using a Content Management System (CMS).

In order to maintain compatibility between clients the company now use the Wordpress Platform exclusively as our CMS of choice. ECommerce stores use different management systems depending on the scale and complexity of the Project, although we usually favour Woocommerce.

### Photographs and Images

Any images or photographs that you supply should be in digital format, usually no smaller than 2880x768 pixels, with a suitable resolution that will allow them to be resized and used on screen. Traditional paper photographs requiring scanning are acceptable, however, there may be additional costs incurred due to time spent scanning and retouching the images. This depends entirely on the project and the number of images involved.

The Client guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to the Company for inclusion in their website, or other design, are owned by the Client, or that the Client has permission from the rightful owner to use each of these elements, and will hold harmless, protect, indemnify and defend the Company and its subcontractors from any liability (including solicitors fees and court costs), including any claim or suit, threatened or actual, arising from the use of such elements furnished by the Client. Evidence of ownership or permissions may be requested by the Company.

Any images that the company are required to obtain from third party stock photography sites to complete the project will not be charged as an additional cost, providing that this is discussed prior to work commencing and is included within the team design concept.

### The Copyright

After payment in full of the design and any server setup or supplementary services ordered, copyright is automatically assigned as follows:



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- The Client will own, or have express permission to use, the text files, images, graphics and any visual elements, video or sound bytes, that you may have sent to us to use in connection with the project, as well as any images or files included in the design.
- The company will maintain copies of all the files used in connection with your project and will provide to you with your handover documentation a thank you card from our team, to include a downlink link of all your website files and any others used in connection with your project.
- Copies of the website files are maintained by us for a month following completion, so please ensure that you arrange for regular backups of your design, if not protected by our in one of our care plans.
- The copyright to the markup, CSS files, other code that may have been used by us for you, or certain images that the company may have supplied to or for you are licensed to you in connection with this web design project, and will be licensed solely to the domain name on which the website files reside. If you own the domain name, then you own the copyright.
- At the bottom of the website page(s) usually it will say Copyright and the name of your business or company. The company does however reserve the right as the Company responsible for the design and/or development to place a small and unobtrusive link at the bottom of your website, thereby not hindering or distracting from your own website design.
- As the design company the company also reserve the right to display and link to your completed project as part of our portfolio, and to write about the project on other web sites, in magazine or ezine articles, books, written or digital publications of any design and source. Please inform us in advance of the website going live if you do not want us to add your site to our portfolio of work.

### Website Care Plans

To ensure superior levels of reliability and performance, our client websites can be hosted on our high speed, state of the art managed dedicated servers which utilise a guaranteed minimum uptime service availability level of 99%. Details of the exact specifications of our servers are freely available to all our clients and will be given upon request.

### Liability

The company will not be held liable for any missed launch date or deadline, under any circumstances.



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### Confidentiality

The Company adheres to all national and EU data protection, data transfer, data retention, and confidentiality regulations and always stores data sent to us in a secure manner within our security policy.

### General

A website will not launch until the invoice has been settled in full, and the Client has subscribed to a relevant hosting plan externally or to a Website Care Plan with the Company.

Additional costs for extra features and/or additional design costs, not covered by our standard packages or original invoice, will be agreed and invoiced before the website goes live. Please contact us for a list of our standard charges or a quotation.

If the Client does not respond to the Company's request to discuss or choose ongoing support options, the client will automatically be placed on what the company feels is the most appropriate support package on the renewal date.

A setup fee is payable for switching the client to another hosting provider of £99, which includes email and server setup.

Clients will be charged at our normal hourly rate for any further changes or updates to their website and there will be an additional fee for any design changes requested after the initial agreed design has been signed off; As a guide, our standard rates are currently £35ph for graphic design or VA projects and £50ph for web design or custom development.

The Company is not responsible for writing or inputting any text copy unless this has been specified by the client and agreed prior.

If you are hosting the website elsewhere, the Company cannot guarantee or be held liable that the website is fully compatible with all hosting provider's server operating systems, especially any contact forms, Content Management Systems, database driven websites, etc. The company does not offer any technical support for any other web site hosting company that you may choose.

The company cannot guarantee that the functions contained within any web page (or part of your website design), will always be error free, and therefore the company will not be liable in any way whatsoever to you for any third party damages, including lost profits, lost savings, or other incidental, consequential or special damages arising out of the operation



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of or inability to operate this web site and any other web pages, even if you have advised us of the possibility 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. Just the same as a fine, you cannot transfer this contract to anyone else without our consent or permission.

These Terms and Conditions supersede any previous Terms and Conditions distributed in any form. AgileFrog Media reserves the right to change any rates and any of the Terms and Conditions at any time and without prior notice, and will contact you to advise if relevant.

This contract remains in force and need not be renewed.

Although the Company has tried to keep this contract language simple, the intentions are serious, and the contract is a legal document under the exclusive jurisdiction of English Law and Courts.

### Changes to these Terms and Conditions

AgileFrog Media reserves the right to add, delete, or modify any provision of these Terms and Conditions at any time without notice. Failure to receive notification of a change does not make those changes invalid.

### Acceptance of Terms and Conditions

The placement of an order for design and/or any other services offered by AgileFrog Media, by email, verbally or in writing, is deemed to be an acceptance of these terms and conditions, which are freely available on request and a link is shared also in our invoices for your records.

An invoice validated by the customer's signature on the invoice or quotation form, received and accepted by email, or settled with payment, constitutes acceptance of the estimate or quotation and agreement to comply fully with all the Terms and Conditions and forms a Contract for Business between the signatory and AgileFrog Media.