



## WEBSITE TERMS & CONDITIONS

Clear foundations to build a great business relationship

### Introduction

We will always do our best to fulfill 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. In this contract you won't find complicated legal terms or large passages of unreadable text. We have no desire to force 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.

### Guarantee

We are very proud of the work we create. We hope the web site will be the start of a long term relationship. To help ease any initial worries, we offer the following guarantee. We will build the design to the highest standard, stick to the agreed time frame and our designs will closely follow the brief you supplied.

### In Short

You are hiring 07 Heaven Digital Marketing located at 498 Sutton Road, SS2 5PN to design and develop a web site for you outlined in the quotes sent and the deposit invoices. The agreed payment plan is at the end of the document.

As our customer, you have the power and ability to enter into this contract on behalf of your company or organisation. You agree to provide us with everything that we need to complete the project on time 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 will endeavor 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.

We will also maintain the confidentiality of any information that you provide.

## Details of the works

### Brief of works

The **full brief is attached** to this document referred to as supplement 1. This is either a brief supplied by the client or our Questionnaire, which has been completed to be used as the brief. This will be used to create the initial designs.

We will create designs to show the look-and-feel, layout and functionality of the client's web site. This contract includes two main designs plus the opportunity for the client to make up to two sets of revisions. In the event that your thoughts change following review of these designs then this will incur additional costs at a rate that will then be agreed. In the unlikely event that you feel the design work will not achieve your revised thoughts and wish to end the arrangement prior to the completion of the design we will accept the 50% deposit as complete payment. The designs will be provided in pdf format.

### Testing

We will test all our coding in current versions of all major browsers including those made by Google Chrome, Microsoft Internet Explorer, Mozilla and Opera. We will also test to ensure that pages will display visually in a similar, albeit not necessarily identical way.

We will not test these templates in old or abandoned browsers, i.e. Microsoft Internet Explorer 8 and below for Windows or Mac, previous versions of Apple's Safari, Mozilla Firefox or Opera unless otherwise specified. Microsoft will no longer support IE8 from 12 January 2016. There should be no reason for you to be using IE8. If you need to show the same or similar visual design to visitors using these 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 or inputting any text copy unless we specified it in the original estimate. We are happy to help though, and in addition to the estimate, we can supply another quote for content creation.

### 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 standard hourly rate, after a free initial consultation to determine if this is the best route to take. We can also provide a quotation for a professional photographer to create a bank of photos for your company's designs and marketing material.

### Changes and Revisions

We know from plenty of 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 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 add new functionality, that won't be a problem. This extra work will be quoted and invoiced upon confirmation. Along the way we might ask you to put requests in writing so that we can keep track of changes.



## Payments

As a business we know you will appreciate the importance of being paid on time and we have the same need and expectation. We therefore expect that you will honour the payment schedule. Any delay in payment may lead to a delay in the completion of the website. 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. We are so confident in-fact that if for some reason you are not completely satisfied with us keeping to deadlines we will offer you a 10% discount on the total invoice!

### Payment Schedule

50% of total estimated fee upon agreement of quote

25% of total estimated fee upon the website design agreement date

25% of total estimated fee upon the website go live date

The website remains the property of 07 Heaven Digital Marketing until the invoice has been paid in full.

Any extras added during the development are to be paid in full before being added to the project.

[Purchase Order or Purchase email attached](#)

[Quote attached](#)



## 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. 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, in magazine articles and in books about web design.

### 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.

We have tried to make this contract as simple as possible so both sides know what to expect and how things will work which we hope you appreciate. However the terms and conditions specified are to be regarded in every way as a legal document.

Everyone should sign on the last page and keep a copy for their own records.