



We have tried to keep these Terms and Conditions brief, easy to understand, and as straightforward as possible. If you have any questions however, please do not hesitate to contact us.

Terminology:

You - ('the Client')

Us - (Swindon Design and Development, and hereinafter referred to as 'the Company')

What do both parties agree to?

1. The Client Agrees to:

- Provide the Company, within a reasonable timescale, everything that is requested from you to complete the Project
- 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 as agreed
- 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.

2. The Company agrees to:

- Carry out services in a professional and timely manner.
- Make every effort to adhere to any deadlines agreed between us and you.
- Make a reasonable number of revisions to the design, layout, colours etc., until you are satisfied with the design concept or such time as both parties feel an agreement is likely to be reached but no more than 2 major revisions. Additional revisions or design work outside the scope of the project will be charged separately.
- Endeavour to complete requested website revisions or updates within a reasonable timescale.

3. Website Design and Development:

- All websites are developed to work primarily across all major browsers and platforms at the time of creation, this includes mobile devices. The website will be 'responsive' which means it will resize to fit the browser window.
- Any adaptation of the website to function properly with new browsers version or other browsers/devices that have been updated or arrived on the market since the website was agreed, will be treated as additional work and priced on an individual basis.

4. **Payments:**

- We use an online accounting package called Xero which will email invoices with attached PDF documents detailing payment information.
- The price quoted to the client is for the work specifically agreed on the quotation only. Should the client decide that changes are required after work on the website has commenced there may be a surcharge.
- Where monthly fees are quoted this may cover the cost of the initial build & training but more importantly the on going hosting, back ups, software updates and support. The monthly fee will begin when the account is created and continue to be paid on 1st of each month by Direct Debit or standing order.
- Our fee for additional work will be charged at a minimum of £30 per hour. Please contact us for more information about the work you require.
- Where a price has been quoted for full payment for work carried out or a final payment, this is due immediately on completion of the website, prior to it going live.
- We reserve the right not to launch a website until full payment has been received.
- Alterations to standing order mandates to reflect new or changed contracts are the sole responsibility of the client.
- 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. Overpayments to the Company as a result of not updating a standing order mandate will not be reimbursed to the Client.
- Accounts that have not been settled within 7 days of our final reminder will be sent a warning
- Contract lengths are normally 12 months unless agreed beforehand between the Client and the Company. If the Client cancels the contract within 12 months, the Client will be invoiced to recover the remaining balance for the monthly fees.
- The Company requires a minimum 30 days notice to cancel a support or hosting contract.

5. **Copyright:**

- Where the client has provided elements to use in the website such as images, text, trademarks, animations, layouts or any other content for their website they are legally responsible for ensuring that this material does not infringe any copyright laws or practices or trademarks.
- If the Client has permission from the rightful owner to use such 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.
- We reserve the right to use written, graphic, video examples and links of our work completed for the client, on our website, portfolio or marketing literature and this shall be deemed a non breach of Copyright or Trademark rights.
- The copyright to the mark-up, CSS files, other code that may have been used by us for you, including open source software and 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.
- Custom systems that have been built for the Client are owned by the Company and licensed to you for use on our servers.
- The client owns the website data and content stored in the database if the Client is the author of that data.
- At the bottom of the website page(s) after payment has been completed, usually it will say Copyright and the name of the Clients Business. The company do 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.

6. Photographs and Images:

- Images or photographs that are supplied by the Client should be in digital format, usually no smaller than 1024x768 pixels, with a suitable resolution (72-300 dpi) 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; which is dependent upon the project and the number of images involved.
- Any images that the company are asked to obtain from third party photographers or stock photography will be charged as an additional cost.
- Evidence of ownership or permissions may be requested by the Company.

7. Content Management Systems:

- The company now use the WordPress Platform as our main CMS of choice. However, in some instances, the company may build a bespoke solution, depending on the exact requirements of the Project.
- Any associated or additional fees, such as installation, setup, testing and introductory training pertaining to Content Management Systems or E-commerce Management Systems are covered within the quotation.

8. Hosting:

- To ensure superior levels of reliability and performance, all our client's websites are hosted on UK located servers with a high speed server with a good reputation for speed and performance.
- Details of the exact specification of our servers are freely available to all our clients and will be given upon request.

9. Liability

- The company will not be held liable for any missed launch date or deadline, if the Client has been late in supplying materials, or has not approved or signed off work on time, at any stage.

10. 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.

11. General

- It is your responsibility to ensure that all content is correct and that you are able to receive any e-mails from the contact forms or order emails when your website is made 'live'.
- Although there is a spell check tool, we do not proof read your content. If you require proofreading, this will be invoiced on an hourly basis as requested.
- If the Client does not respond to the Company's request to discuss or choose on-going support options, the client will automatically be placed on what the company feels is the most appropriate support package.
- 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 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.
- Just the same as a fine, you cannot transfer this contract to anyone else without our consent or permission.
- If you are hosting the website/ Email elsewhere, the Company cannot guarantee 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.
- Hosting only clients, will be charged at our normal hourly rate for any further changes or updates to their website.
- There may be an additional fee for any design changes requested after the initial agreed design has been signed off.
- The Company is not responsible for writing or inputting any text copy unless this has been specified by the client.

12. Modifications to these Terms and Conditions

- Swindon Design and Development Ltd reserve the right to change or modify any of these terms or conditions at any time. Should clarification of any of the above be required please contact us.

Although the company have 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.

If you have any further questions please do not hesitate to contact us.