

### COVID-19 Notice

Face to face meetings and training will only take place in a COVID-19 secure environment, with social distancing and masks as appropriate.

For the avoidance of doubt, we will follow the prevailing published guidance.

## Contents

TERMS OF SERVICE.....	3
The contract .....	3
Summary:.....	3
So in short;.....	3
What do both parties agree to?.....	3
Getting down to the nitty gritty.....	3
Communications .....	3
Meetings.....	4
Expenses.....	4
Instructing Work .....	4
Time Scales & Working Hours.....	4
Service Level Agreements .....	4
Our Services .....	5
Website Design & Development.....	5
Text content.....	5
Graphics and photographs .....	5
HTML, CSS and JavaScript.....	5
Browser testing .....	5
Mobile browser testing .....	6
Search engine optimisation (SEO) .....	6
Changes & Amends.....	6
Hosting.....	6
Service.....	7
Maintenance & Webmaster .....	7
Email .....	7
Training.....	8

Version 1.0 (reviewed 01/11/2020)

Online Training.....	8
Face to Face Training.....	8
Cancelation.....	8
Legal stuff.....	8
Intellectual property rights .....	9
Displaying our work .....	9
Payment schedule .....	9
But where’s all the horrible small print? .....	10

## TERMS OF SERVICE

### The contract

**Between** You, the Client (company or individual named on the Specification of Works).

**And** Us, Andy Powell Consulting Ltd, Company Number 12138525

### Summary:

We'll always do our best to fulfil your needs and meet your expectations, but it's important to have things written down so that we both know what's what, who should do what and when, and what will happen if something goes wrong. In this contract you won't find any complicated legal terms or long passages of unreadable text. We've no desire to trick you into signing something that you might later regret. What we do want is what's best for both parties, now and in the future.

### So in short;

You are hiring us ("We or Us") to:

Provide the services, as detailed in the applicable Specification of Works.

For the estimated total price which is outlined in our Quotation.

Of course it's a little more complicated, but we'll get to that.

### What do both parties agree to?

**You:** You have the authority to enter into this contract on behalf of yourself, your company or your organisation. You'll give us the assets and information we tell you we need to complete the project. You'll do this when we ask and provide it in the formats we ask for. You'll review our work, provide feedback and approval in a timely manner too. Deadlines work two ways, so you'll also be bound by dates we set together. If assets, information or feedback are not provided within the agreed timeframes it could lead to significant delays in reaching the next milestone. You also agree to stick to the payment schedule set out at the end of this contract.

**Us:** We have the experience and ability to do everything we've agreed with you and we'll do it all in a professional and timely manner. We'll endeavour to meet every deadline that's set and on top of that we'll maintain the confidentiality of everything you give us.

### Getting down to the nitty gritty

#### Communications

Our preferred method of communication is email as it allows us to better manage your requests, while we will try to respond to messages sent via Facebook, WhatsApp or carrier pigeon this is not always possible.

Version 1.0 (reviewed 01/11/2020)

## **Meetings**

We are available for phone calls, face to face meetings and Zoom calls during office hours only. Occasional calls of only a few minutes in duration are not typically billed however, the time of both parties must be respected and calls lasting over 10 minutes will be billable. We include 15 minutes of meetings for every 7 hours labour completed. Meetings must be arranged in advance and cancellation of a meeting requires a minimum of 24 hours advance notice. Where a face to face meeting is requested our travelling time will be classed as part of the meeting. Missed meetings or cancellations without sufficient notice will be billed to the Client.

## **Expenses**

Expenses incurred on behalf of Client are not included unless specifically addressed in our Quotation, any additional fees and costs will be billed to Client. On-site visits will be billed as meeting time and a mileage charge may be added for journeys over 10 miles from our office. Expenses will be invoiced at the end of each calendar month or when the amount exceeds £250, whichever is sooner. Payment is due upon receipt\*.

## **Instructing Work**

When you sign the Specification of Work (where applicable) you are instructing us to proceed, we may then send you an invoice for the 50 percent deposit payment\* which is to be paid prior to us commencing work. In the event that you pay the deposit without signing the Specification of Work we will consider this acceptance of the specification. Payment of a deposit will be considered an instruction to work.

\*Existing clients may be able to pay by direct debit in arrears.

## **Time Scales & Working Hours**

Standard working hours are Monday to Friday 9:00am to 5:00pm excluding bank holidays. If you elect to have work done outside of these hours, then time and a half will be charged for evenings/early mornings, and double time for weekends and bank holidays.

## **Service Level Agreements**

We aim to always respond within 24 hours, with requests being actioned within 7 days. Emergency support can be defined as the stability of the website and the hosting or server environment, emergency support requests are always our top priority and the most critical of emergencies will be continually worked on until a solution is found.

## Our Services

### **Website Design & Development**

We create designs that adapt to the capabilities of many devices and screen sizes. We create them iteratively and use predominantly HTML and CSS so we won't waste time mocking up every template as a static visual. We may use visuals to indicate a creative direction (colour, texture and typography.) We call that 'atmosphere.'

You'll have plenty of opportunities to review our work and provide feedback (see Changes & Amends). We'll either share a Dropbox, Google Drive folder or Github repository or development site with you and we'll have regular, possibly daily contact by either phone, Skype, or email (see Meetings).

#### *Text content*

Unless agreed separately, we're not responsible for inputting text or images into your content management system or creating every page on your website above and beyond what has been agreed in this document. We provide professional copywriting and editing services, so if you'd like us to create new content or input content for you, we'll provide a separate estimate.

#### *Graphics and photographs*

You should supply graphic files in an editable, vector digital format. You should supply photographs in a high resolution digital format. If you choose to buy stock photographs, we can suggest stock libraries. If you'd like us to search for photographs for you, we can provide a separate estimate.

#### *HTML, CSS and JavaScript*

We deliver pages developed from HTML markup, CSS stylesheets for styling and unobtrusive JavaScript for behaviours.

#### *Browser testing*

Browser testing no longer means attempting to make a website look the same in browsers of different capabilities or on devices with different size screens. It does mean ensuring that a person's experience of a design should be appropriate to the capabilities of a browser or device.

We test our work in current versions of major desktop browsers including those made by Apple (Safari), Google (Chrome), Microsoft (Edge), Mozilla Firefox and Opera. We won't test in other older browsers unless we agreed separately. If you need an enhanced design for an older browser, we can provide a separate estimate for that.

### ***Mobile browser testing***

Testing using popular smaller screen devices is essential in ensuring that a person's experience of a design is appropriate to the capabilities of the device they're using. We test our designs in:

**iOS:** Safari and Google Chrome

**Android:** Google Chrome

We won't test in Opera Mini/Mobile, specific Android devices, or other mobile browsers unless we agreed separately. If you need us to test using these, we can provide a separate estimate.

### ***Search engine optimisation (SEO)***

We don't guarantee improvements to your website's search engine ranking, but the pages that we develop are accessible to search engines.

### ***Changes & Amends***

We don't want to limit your ability to change your mind. The price at the bottom of this contract is based on the amount of time that we estimate we'll need to accomplish everything you've told us you want to achieve, but we're happy to be flexible. If you want to change your mind or add anything new, that won't be a problem as we'll provide a separate estimate for those additional tweaks. We allow for 3 rounds of amends during the build process, any additional rounds of amends may be chargeable.

#### **What is an amend?**

An amend is where we have done as you asked however it isn't quite as you pictured it i.e. Can you make the button a bit bigger

#### **What is a change?**

A change is where we have done as you asked however on review you have decided you want something different.

i.e. Can you move that button to a different page

For clarity changes may be chargeable.

### **Hosting**

Website hosting may only be used for lawful purposes.

We do not allow file or media distribution, streaming, file backup storage, free hosting, hosting banners/graphics/cgi scripts for other websites, storing pages/files/data for other websites, pornographic material, or IRC related services or programs.

We are not responsible for what the Client uploads, you are responsible for and accept responsibility for any defamatory, confidential, secret or other proprietary material available via your page(s).

You are responsible for ensuring your site is secure and free from malware/viruses.

You are responsible for maintaining back-ups of your site.

Version 1.0 (reviewed 01/11/2020)

## **Service**

Website hosting may only be used for lawful purposes.

We do not allow file or media distribution, streaming, file backup storage, free hosting, hosting banners/graphics/cgi scripts for other websites, storing pages/files/data for other websites, pornographic material, or IRC related services or programs.

We are not responsible for what the Client uploads, you are responsible for and accept responsibility for any defamatory, confidential, secret or other proprietary material available via your page(s).

We will ensure that updates to WordPress, your theme and plugins are run where available, we will make you aware of any themes or plugins that are causing vulnerabilities, or cannot be updated.

## **Maintenance & Webmaster**

As Service, above, with the addition of labour – duration as stated in the Specification of Works. Support that is required in addition to the included labour may be charged at the applicable rate. Any unused labour allowance will roll over and be available for use in the future, however the unused labour has no cash value.

## **Email**

We are not responsible for the emails that you receive.

We cannot guarantee that the email you send will be accepted by the recipient.

We use standard POP3/IMAP configuration which should work with the majority of email clients.

We cannot guarantee that it will work with your specific configuration.

We will do everything in our power to help you configure your email, it may become the responsibility of your IT support provider.

We reserve the right to terminate your account if it is used to send bulk email, spam or abuse either intentionally or as a result of virus/malware.

Invoices will be issued in advance, with payment due 30 days later.

There is no minimum term and services may be cancelled by notifying [accounts@andy-powell.net](mailto:accounts@andy-powell.net) at least 7 calendar days before your next invoice is due to be issued, any outstanding invoices will be due for payment.

If any of our terms are breached, or if an invoice payment is more than 90 days overdue, we reserve the right to terminate your account.

Version 1.0 (reviewed 01/11/2020)

## **Training**

We reserve the right to charge the full amount for training that cannot proceed due to an issue at the Client's end.

### ***Online Training***

For online training we require 24 hours notice to cancel without charge, less than 24 hours notice will incur the full charge.

Where a video/recording of the training is provided it is only for use by attendees of the training session, it is not for distribution.

### ***Face to Face Training***

For face to face training we require 7 days notice to cancel without charge.

Between 48 hours and 7 days notice of cancellation will incur a 50 percent charge.

Less than 48 hours will incur a 100 percent charge.

Any expenses that have been incurred, and cannot be recovered, must be paid by the Client regardless of how much notice has been given.

## **Cancelation**

If—at any stage—you change your mind about what you want delivered or aren't happy with the direction our work is taking, you'll pay us in full for the time we've spent working until that point and may terminate this contract.

## **Legal stuff**

We'll carry out our work in accordance with good industry practice and at the standard expected from a suitably qualified person with relevant experience. That said, we can't guarantee that our work will 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, even if you've advised us of them.

Your liability to us will also be limited to the amount of fees payable under this contract and you won't be liable to us or any third-party for damages, including lost profits, lost savings or other incidental, consequential or special damages, even if we've advised you of them.

Finally, if any provision of this contract shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this contract and shall not affect the validity and enforceability of any remaining provisions.



## Intellectual property rights

Just to be clear, “Intellectual property rights” means all patents, rights to inventions, copyright (including rights in software) and related rights, trademarks, service marks, get up and trade names, internet domain names, rights to goodwill or to sue for passing off, rights in designs, database rights, rights in confidential information (including know-how) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which subsist or shall subsist now or in the future in any part of the world.

First, you guarantee that all elements of text, images or other artwork you provide are either owned by your good selves, or that you’ve permission to use them. When you provide text, images or other artwork to us, you agree to protect us from any claim by a third party that we’re using their intellectual property.

We guarantee that all elements of the work we deliver to you are either owned by us or we’ve obtained permission to provide them to you. When we provide text, images or other artwork to you, we agree to protect you from any claim by a third party that you’re using their intellectual property. Provided you’ve paid for the work and that this contract hasn’t been terminated, we’ll assign all intellectual property rights to you as follows:

You’ll own the website we design for you plus the visual elements that we create for it. We’ll give you source files and finished files and you should keep them somewhere safe as we’re not required to keep a copy. You own all intellectual property rights of text, images, site specification and data you provided, unless someone else owns them.

We’ll own any intellectual property rights we’ve developed prior to, or developed separately from this project and not paid for by you. We’ll own the unique combination of these elements that constitutes a complete design and we’ll license its use to you, exclusively and in perpetuity for this project only, unless we agree otherwise.

## Displaying our work

We love to show off our work, so we reserve the right to display all aspects of our creative work, including sketches, work-in-progress designs and the completed project on our portfolio and in articles on websites, in magazine articles and in books.

## Payment schedule

We’re 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.

Deposit - 50% of the total amount payable to be paid prior to work commencing.

Final Payment - The balance (50% plus any extras) is to be paid once you are happy that the job is complete and prior to it being made live on the internet.

We issue invoices electronically. Our payment terms are 30 days from the date of invoice by BACS, Credit/Debit Card or the SWIFT international payments system. All proposals are

Version 1.0 (reviewed 01/11/2020)

quoted in Pounds Sterling and payments will be made at the equivalent conversion rate at the date the transfer is made.

You agree to pay all charges associated with international transfers of funds. The appropriate bank account details will be printed on our electronic invoice. We reserve the right to charge interest on all overdue debts at the rate of 8% plus the Bank of England base rate per month or part of a month.

**But where's all the horrible small print?**

Just like a parking ticket, neither of us can transfer this contract to anyone else without the other's permission.

We both agree that we'll adhere to all relevant laws and regulations in relation to our activities under this contract and not cause the other to breach any relevant laws or regulations.

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 English and Welsh courts.