



ZeroBlue | **DESIGN**

General Contract and Terms of Business

These terms are not written with complicated legal jargon but understandable English.
It simply outlines basic details of working together to avoid misunderstand.

Version 1.08 – 6th April 2024

www.ZeroBlueDESIGN.com

General Contract and Terms of Work

Between James & Isabelle Webb LLP (OC450171) trading as ZeroBlue DESIGN.

Date: 06/04/2024
Version 1.08

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 want what's best for the safety of both parties, now and in the future. This agreement is valid for the initial contract and all future contracts.

In short

You, the customer, are hiring James & Isabelle Webb LLP, to provide website design and development, provide management of web hosting, internet marketing, design for print, email marketing and other services for the estimated total 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 cannot be held responsible for a missed launch date or a deadline if those involved in the project have been ill or had other unforeseen circumstances, you have been late in supplying materials or have not approved or signed off our work on-time at any stage or if the delay is in the best interest of the project. On top of this we will also maintain the confidentiality of any information that you give us.

Details of the works

The specific service to be provided will be outlined in a quotation document. Below are general guidelines

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 or obtain these for you. Any time

General Contract and Terms of Work

we spend searching for or taking appropriate photographs will be charged at contracted hourly rate, after a free initial consultation to determine if this is the best route to take. At an additional cost, we may offer to buy stock photographs, take photographs ourselves or arrange a photographer.

Any photos supplied to us must be done if you have the permission of the copyright owner. We cannot be held responsible for using photos that have no authorisation. Photos provided will only be used for this and your future projects.

Technical support

You may already have professional web site hosting, you might even manage that hosting in-house; if that's the case, great. If you don't manage your own web site hosting, we can set up an account for you at one of our preferred, third-party hosting providers. We provide two options;

1. We will charge you a one-off fee for domain registration, setup of the web site hosting and the installing your site on this server, plus any statistics software such as Google Analytics; then the updates to, and management of that server, plus any support issues will be up to you. Annual hosting charges will be payable direct to the web site hosting company.
2. We manage your website hosting for you with one of our preferred hosting partners and will deal with on-going technical issues on your behalf for an annual fee including the domain registration and hosting costs.

Basic Instruction will be given for training staff in the use of the content management systems. This will be charged at the contracted hourly rate.

Legal stuff

We can't guarantee that the functions contained in any web page templates or in a completed web site will always be 100% 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 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. This includes any attack by hackers or the use of content management systems of your website or any card payment systems created or integrated.

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.

The client will remain liable to pay all charges that are due for the contract during any period in which the client does not comply or terminates this Agreement. No deposit refund will be given.

If we waive a breach of this Agreement by the client, that waiver is limited to that breach. Our delay in acting upon a breach is not to be regarded as a waiver.

General Contract and Terms of Work

By agreeing to this contract and terms of work you are agreeing to the Terms and Conditions of OVH Ltd, Fyfeweb Ltd, CentralNIC Ltd. and Nominet UK, as described on each individual organisations web site, if applicable, for the completion of the work on this contract. If other domains or services such as translation are required you may be subject to the service providers Terms and Conditions also. Further details are available on request.

We are not liable to the Customer either in agreement, tort (including negligence) or otherwise for the acts or omissions of other providers of telecommunications or Internet services (including Internet registration authorities) or for faults in or failures of their equipment.

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 you, 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, on request, a copy of all files, and you should store them really safely as we are not required to keep them, although we always do for a period of time, or provide any native source files that we used in making them.

You also own text content, photographs and other data that you provided, unless someone else owns them. We own the HTML mark-up, 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 or on social media.

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% deposit is required on project work. If a contract is terminated the deposit is non-refundable and if the project has past the half-way point then the additional work will be charged.

An on-going contract can be terminated at any time with 1 month notice by either party providing the outstanding balance is paid or refunded to settle the work and costs incurred.

On-going contract amounts will be regularly reviewed and may increase annually based on the rate of inflation or by renegotiation.

General Contract and Terms of Work

Interest accrued if payment is more than 14 days late is 5% of outstanding amount to be added every 7 days, starting from 15th day after receipt of finished product.

If we must use debt collection agencies or solicitors to collect our invoices, we will be entitled to reasonable debt collection agencies or solicitor's fees, court costs, and interest at the maximum rate permitted by law.

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 court jurisdiction of England, Scotland and Wales.

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



James Webb
James & Isabelle Webb LLP t/a ZeroBlue DESIGN

Print Name: _____
on behalf of _____