

# TERMS & CONDITIONS



## 1. Engagement

The client is engaging Smash-Design, located at The Old Vicarage, High Road, Shillington, SG5 3LT, as an independent contractor for the specific project of designing and implementing a web site for installation at the client's contracted web host server account. The client agrees to authorize Smash-Design access to this account and authorizes their web host service provider to grant Smash-Design "write permission" for the client's web page directory, cgi-bin directory (if applicable), and any other directories or programs which need to be accessed in order to complete this project.

## 2. Warranties

Smash-Design represents and warrants to the client that it has the experience and ability to perform the services required by these terms; that it will perform said services in a professional, competent and timely manner.

## 3. Website Design Components

### Design Consultation

One design consultation is included in these terms usually prior to preparation of the proposal. The purpose of this consultation is to discover the client's needs and plan the web site design using the Web Design Quotation sheet.

### Textual Content

Textual content will be supplied already composed and typed by the client. The client may elect to hire Smash-Design for typing services outside of the web design project at an hourly rate agreed in advance.

### Photographs

Photographs will be supplied by the client in digital or print format. Scanning in excess of five photographs per page is in addition to the price set forth in this contract and will be billed at £5.00 per scanned image. The client may elect to purchase stock photographs to be used on the web site. Smash-Design can suggest vendors of stock photography.

### Graphical Content

Each page to contain company logo if desired by the client. Logo is to be provided by the client. The client may elect to hire Smash-Design to design a logo outside of the web design at an hourly rate. Other graphics can include custom designed navigation, buttons, lines, bullets, and rollovers. Smash-Design will prepare a draft layout containing proposed custom designed graphics. A maximum of three revisions to the draft layout will be included at no extra cost to create the look and feel that is desired. Further revisions will be billed at the normal hourly rate.

### Links

Smash-Design will add links to external sites and pages when appropriate, at the request of the client.

### Upload

Development of website will take place on the Smash-Design server. Smash-Design will upload the completed website to the client's contracted web hosting account upon receipt of final payment from the client.

### Minor Updates and Changes

Minor updates and changes to existing web pages are included for up to two weeks following completion of website. Minor updates and changes are defined as updating links and making minor changes to a sentence or paragraph. It does not include removing nearly all the text from a page and replacing it with new text. If the client or any agent other than Smash-Design attempts to update the client's pages during this time, time to repair the web pages will be assessed at the hourly rate and is not included as part of the modification time.

### E-mail

Response links to an email address specified by the client can be included on any page as requested by the client.

## 4. Post-Launch Additions

The addition of web pages, graphics, functionality, photos and any other content after the completion and launch of the website will require a separate proposal.

## 5. Maintenance and Hourly Rate

The client may contract Smash-Design to provide maintenance services for the website after the two week minor update period has expired. Maintenance services are available by the hour or by separate maintenance agreement.

## 6. Submitted Content

Smash-Design will endeavor to meet specified deadlines laid out in the web design proposal. The client will be bound to the dates set out there. Please make every effort to submit completed content and approvals by agreed upon deadlines. Smash-Design will not be responsible if target launch date cannot be met due to late submission of materials by the client.

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## 7. Website Hosting & Domain Registration

The client understands the website design for them by Smash-Design held on the Smash-Design hosting account unless otherwise stated. If the client wishes to change hosting to another company there is a £30 fee for removal of the site and for the site data to be put on a compact disk and mailed.

Smash-Design will arrange for a domain name to be registered for the client. Should the client then wish to transfer out the domain name from the current host then a charge of £20.00 will apply.

## 8. Website Launch

Smash-Design and The client must work together to complete the elements of the web site in a timely manner. We agree to work expeditiously to complete the web site by target date set out in the website proposal.

## 9. Payment Schedule

Fees to Smash-Design are due and payable on the following schedule.

- 1/2 of quotation amount due upon agreeing to the website proposal
- Balance due upon completion of web site.

All payments will be made in UK funds. Smash-Design promises to complete all work by this date, subject to approval and receipt of all materials from the client. All final payment shall be due on agreed-upon date, regardless of delays by the client. However, if Smash-Design is delayed due to circumstances beyond his or her control, contract completion and required final payment will be postponed to a new agreed-upon date. At that new date, all fees will be due.

## 10. Third Party Consultants and Sub-Contractors

Smash-Design reserves the right to contract third party consultants with the approval of the client to the right fit for the job as well as on-time completion.

## 11. Legal Issues

Smash-Design will do its utmost to achieve the clients requirements but does not guarantee that the functions contained in the web pages or the web site will meet the client's requirements or that the operation of the web site will be uninterrupted or error-free. The entire risk as to the quality and performance of the web site and pages therein is with the client. In no event will Smash-Design be liable to the client 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 Smash-Design has been advised 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.

## 12. Copyrights and Trademarks

The client represents to Smash-Design and unconditionally guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to Smash-Design for inclusion in the web site are either 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, and defend Smash-Design from any claim or suit arising from the use of such elements furnished by The client.

## 13. Copyrights to Web Pages

When final payment is received and web pages are published to The client's web host account the Copyright to the pages will be as follows: Logos, banners, buttons and other graphics created by Smash-Design, for The client, are owned and copyrighted by The client. Smash-Design is not required to keep or provide the client with native source files used in the creation of these graphics. Content and photographs provided by the client are owned and copyrighted by the client or respective owners who have granted use rights to the client. HTML code and server side and browser side scripting is owned by Smash-Design and its licensors and is licensed to the client for use on this web site only. The client is not permitted to use these scripts elsewhere or sell them to a third party. Smash-Design reserves the right to display and link to completed web site as part of a web design portfolio.

## 14. Payment of Fees

In order for Smash-Design to remain in business, payments must be made in a timely manner. Payments are due by the dates outlined in this contract or web design quote sheet. Outstanding balances that are 30 days past due will be assessed a late fee of 5% per each month of delinquency. Smash-Design reserves the right to remove web pages from viewing on the internet until final payment is made. In case collection proves necessary, the client agrees to pay all fees incurred by that process.