### Project Terms

Our standard project terms for the design and creation of your website project

### Terms of the Project

We are not keen on small print or legalese, so we aim to keep this document as concise and casual as possible. We like to work to try and work to a 'gentlemen's agreement' and not have lots of documents and contracts to sign. We'll always do our best to fulfill 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 document you won't find any complicated legal terms or long passages of unreadable text. We've no desire to trick you into something that you might later regret. What we do want is what's best for both parties, now and in the future. We hope are comfortable with this tone and approach.

Below are a few standard terms which both parties would adhere to throughout the project. We specify these now so you can get a clear understanding of whats involved and how, before either party commits to moving ahead with the project.

#### Ask us anything

If you do have any questions about these points please don't hesitate to <u>contact us</u>. We want you to feel that you understand what's happening, and why, throughout the duration of the project. Please feel free to ask us any questions that come to mind. We will always be happy to answer your questions and explain what we are doing or how we work.

#### Design

We create designs iteratively and use predominantly HTML and CSS so we won't waste time mocking up every single page/template as a static visual. We may use static visuals to indicate a look-and-feel direction (colour, texture and typography) and to illustrate the design approach. We may also use wireframes and prototypes to get across initial ideas and concepts. We like to get the design into the coding stage as quickly as possible as this allows for further refinement and a better appreciation of the intentions and functionality.

For responsive projects, we create flexible layouts that adapt to the capabilities of many devices and screen sizes. These designs might change and alter slightly throughout the refinement process. But we will work with you and showcase this throughout so you get to interact and offer feedback during this on-going process.

You'll have various opportunities to review our work and provide feedback. If, at any stage, you're not happy with the direction our work is taking, then you must highlight this immediately so we can discuss an alternative approach and provide any addition estimates where applicable. If for whatever reason you feel you want to stop the project then you will pay us in full for everything we've produced until that point and cancel the agreement.

#### **Text content**

We're not responsible for writing any text copy. If you'd like us to write new content, we can provide a separate estimate for that. We will however, at our own discretion review and offer advice if and where we feel content might need improving, revising and other refinements. If you need a more detailed approach we would recommend sourcing either a copywriter or content analyst to help review and create the website content.

As we do content lead design and take a content first approach to responsive websites we will need a certain level of content providing initially. This will be provided by you and will be an accurate representation for the content to be used in the final copy.

#### Imagery/Logo/Photographs

If we have not proposed to do any logo design then you should supply graphic files for logos in an editable, vector digital format - wherever possible. 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 for that. If you'd like us to purchase stock photographs on your behalf, then we can provide a separate estimate for that.

#### HTML, CSS and Javascript

We deliver finished webpages developed from HTML5 markup, CSS2.1 + 3 stylesheets for styling and unobtrusive Javascript for feature detection, poly-fills and behaviours. We create the code ourselves and do not use templates unless previously discussed or explained.

We create cross-browser compatible, semantic code to designs provided. The website will be coded to work in the browsers listed below.

#### **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.

#### **Desktop browser testing**

We test our work in current versions of major desktop browsers including Apple and Windows.

We test our work in:

Safari (Apple) Chrome (Google),

Internet Explorer 9, 10 , 11 (Windows) Firefox (Mozilla). Opera (Opera Software)

We'll implement a single column design for Internet Explorer 8 and below for Windows and we won't test in other older browsers unless you specify otherwise. If you need an enhanced design for an older browser, we can provide a separate estimate for that.

#### Mobile browser testing (if applicable)

When we create responsive projects - testing popular small-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 work in:

iOS 6: Safari iOS 7: Safari, Chrome, Opera Mini Android 4.xx: Google Chrome, Firefox, Opera Mini IE Mobile 8, IE Mobile 10

We currently don't test Windows Phones, Blackberry OS or Blackberry QNX, Opera Mobile, Symbian or other mobile browsers. If you need us to test using these, we can provide a separate estimate for that.

#### **3rd party APIs & plugins**

Depending on what's needed your project may require the use of 3rd party APIs. The installation and implementation of these come as is, there is no guarantee their functionality will exist in the future as 3rd party venders can and do change things.

#### **Search Engine Optimisation**

We cannot guarantee any improvement to a search engine ranking, nor can we promise to get a site higher up or to the 'top of Google', but we build every site in a way that is accessible to search engines with performance enhancements in an effort to increase its chances.

We do partner with a couple of local dedicated SEO companies who can provide Organic SEO and Pay Per Click (PPC) Campaigns. If you want to know please ask and we will make the initial introduction.

#### Changes and revisions to the brief/project

We know from experience that quite often projects evolve and grow through the design and creation process. We don't want to limit your ability to change your mind. The price at the beginning of this contract is based on the length of time we estimate we'll need to accomplish everything you've told us you want to achieve, and that was listed in the initial approved quotation.

Any amends which do not drastically alter the scope of the project, or that are intended to bring the project more in line with proposed requirements, usually fall under the initial agreement and, as such, will not require renegotiation of the proposal.

We are flexible, so if you want to change your mind or add anything new that does change the scope of the project, then this won't be a problem and we'll provide a separate estimate for that.

#### **Bugs and issues**

Any bugs, which, unfortunately, cannot be guaranteed against, that are directly related to project and our implementation, and are discovered within two weeks of the project 'going live' shall be fixed as a matter of course. We also apologise in advance if we should ever find ourselves in this situation.

#### Changes and 'Go Live' review period

Once all stages have been completed there will be a period of 2 weeks where you can review and make any changes and get used to the new website and CMS system if applicable. We can offer ongoing support for the CMS facility if this is required.

Once the website has gone live it is deemed to have been checked and accepted. Any alterations after the go live period will be subject to charges at our standard rates thereafter.

#### Maintenance and ongoing revisions

Maintenance of the website is not covered by either the project's costs or this document.

We do offer maintenance and support contracts as well as adhoc updates to the website. Adhoc changes will usually be charged by the hour with the first hour charged as any part of. Our hourly rate is £50.00+VAT.

If you'd like us to setup ongoing maintenance and support then please ask and we can provide a separate estimate for that.

#### Legal stuff

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. Finally, if any provision of this quote 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.

### Copyrights

First, you guarantee that all elements of text, images or other artwork you provide are either owned by yourselves, or that you have permission to use them.

Then, when your final payment has cleared, copyright will be automatically assigned as follows:

You'll own the visual elements that we create for this project. We'll can give you source files and finished files should you require these at any stage. You own all elements of text, images and data you provided, unless someone else owns them.

We love to show off our work and share what we've learned with other people, so we reserve the right, with your permission, to display and link to your project as part of our portfolio and to write about it on websites, in magazine articles and in books.

#### Termination of the project

If, for any reason, you decide that you no longer wish to continue with the project, and you want to terminate, or temporarily suspend work on the project (with a view to continuing the project at a later date), you will pay us in full for all of the work that has been produced until that point.

As rare as this might be and as much as I'm sure we would both not want this to happen. If, for any reason, we need to terminate the contract with you (with fair warning), you will pay us in full for all the work that has been produced until that point, as per our agreed quote.

#### **Deposit and Validity Terms**

All of our quotes and estimates are valid for 30 days.

For new or larger projects an initial deposit is usually required for all clients. We will specify the deposit percentage with any quotation/ estimate we send you. If a deposit is required then this will need to be paid before any work commences on the project.

Initial deposit payments will be valid for 3 months from date of payment and the project required to start within this timeframe.

Depending on the project we will also structure a payment schedule throughout and any final balance will be due on completion of the project with all staged having been delivered.

#### **Prices and VAT**

All charges and prices we state are subject to VAT at the standard rate. This might be indicated by a \* or +VAT after a value.

#### **Payments**

I'm sure you understand how important it is for a small business that you pay our invoices promptly. As I'm also sure you'll want to stay friends, you agree to stick tight to the following payment schedule.

Typically our payment terms are due on receipt of the invoice but we allow for 30 days before we consider the payment overdue.

### About Us

We are specialists in web design and internet solutions, offering a fantastic range of products and services.

We consider ourselves "the complete solution providers" being able to take any aspect of design from logo/identity creation through to a full featured web solution marketed to be an effective tool for your business and not simply a web presence.

#### "We consider ourselves 'the complete solution providers'"

As every site we build is bespoke, we never use templates, the whole process is tailored to your requirements. We review exactly what your aims for the website are and research this in order to create a website that will be suitable to your audience, in terms of giving the maximum usability, user experience and success. We plan content position and appearance through discussion and research and deliver initial wireframes for agreement before moving into the design phase.

### "As every site we build is bespoke, we never use templates, the whole process is tailored to your requirements"

We've been working in the web industry for a long time. Our experience in design, development and project management spans across a wide range of web projects across a number of industries, but don't take our word for it - have a look at <u>some of our work</u>.

We have been trading since 2004, when we initially set up as Amasci Multimedia Solutions (sole tradership). The business has evolved and after establishing a solid footing in the industry we became VAT registered in May 2007. We then took the business to the next level by becoming incorporated in May 2008, changing our full trading name to Amasci Creative Limited.

### design . web . multimedia . branding

### Contact Information

If you have further questions about the proposal or want to review any of the aspects suggested within this document then please feel free to get in touch with us.

Please contact us using any of the methods below.

### t. 01908 668 665

### e. creative@amasci.co.uk

w. www.amasci.co.uk

#### Address.

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Amasci Creative Limited is registered in England and Wales with company number 6559198 and VAT number 910 0251 90.