

## **OUR TERMS AND CONDITIONS**

Please read these Terms and Conditions carefully as they will form a contract between us and you; your acceptance of which is agreed from the moment you sign or make payment towards our Website Project Agreement, Hosting Agreement or Support Agreement.

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 (Nicolade Services, and hereinafter referred to as 'the Company')

The Project; the body of work that is being undertaken, normally consisting of several connected parts, such as consultation, graphic design, website development and/or hosting

### **What do both parties agree to?**

#### **i. The Client agrees to:**

- i. Provide the Company, within a reasonable timescale, everything that is requested from you to complete the Project including text, images and other information.
- ii. Provide the Company with text and images in the format as stated below (see photographs and images)
- iii. Review the Company's work, provide feedback, and signoff approval in a timely manner.
- iv. Make every effort to adhere to all agreed deadlines.
- v. Adhere to the payment schedule laid out at our initial agreement or agreed separately for bespoke work.
- vi. 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.
- vii. Provide a minimum of one months' notice in writing, or by email should you wish to cancel any contract.

**ii. The Company agrees to:**

- i. Carry out services in a professional and timely manner.
- ii. Make every effort to adhere to any deadlines agreed between us and you.
- iii. 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 1 major revisions. Additional revisions or design work outside the scope of the project will be charged separately.
- iv. Endeavour to complete requested website revisions or updates within 72 hours, wherever possible.
- v. Maintain up to date skills and knowledge through regular training and research.
- vi. Contact you before the end of the first 12-month period, to discuss the various options open to you for continuing website maintenance and support and/or hosting.

**iii. Website Development:**

- i. All websites are developed to work primarily across all major browsers and platforms including other devices such as mobile phones and touchpads. However, the Company cannot guarantee complete and/or long-term compatibility across every major browser, platform or handheld device due to updates/upgrades by their respective vendors.
- ii. The Company cannot guarantee compatibility in old or redundant browser software.

**iv. Payments and Contract Lengths:**

- i. All payment schedules can be found on our initial quote. Where these are subject to change due to design additions these will be provided in a reasonable time and agreed before work begins.
- ii. The company has the right to charge the client up to 85% of the total web development costs, should the client cancel the website agreement after the design concepts have been agreed but prior to the website going live. The scale of the charge will be dependent on what stage the project is at when the cancellation takes place.
- iii. Once the site goes live any early cancellation of your standing order during the first 12 months will be deemed a break in contract. In this case you would be liable for the balance of the contract to be paid with immediate effect.

- iv. Alterations to standing order mandates to reflect new or changed contracts are the sole responsibility of the client.
- v. Contract lengths are normally 12 months unless agreed beforehand between the Client and the Company. The Company requires a minimum 30 days' notice to cancel a support or hosting contract.

**v. Content Management Systems:**

- i. All packages will be developed using a Content Management System (CMS).
- ii. In order to maintain compatibility between clients the company now use the WordPress Platform exclusively as our CMS of choice. ECommerce stores use different management systems depending on the scale and complexity of the Project.
- iii. However, in some instances, the company may build a bespoke solution, depending on the exact requirements of the Project.
- iv. Any associated or additional fees, such as installation, setup, testing and introductory training pertaining to Content Management Systems or ECommerce Management Systems are chargeable separately.

**vi. Photographs and Images:**

- i. Any images or photographs that you supply should be in digital format, usually no smaller than 1024x768 pixels, with a suitable resolution 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. This depends entirely on the project and the number of images involved.
- ii. Any images that the company are asked to obtain from third party photographers or stock photography will be charged as an additional cost.
- iii. The Client guarantees that any elements of text, graphics, photos, designs, trademarks, or other artwork furnished to the Company for inclusion in their website, or other design, are 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, 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.

iv. Evidence of ownership or permissions may be requested by the Company.

**vii. The Copyright:**

- i. After the initial 12-month period, copyright is automatically assigned as follows:
- ii. The Client will own, or have express permission to use, the text files, images, graphics and any visual elements, video or sound bites, that you may have sent to us to use in connection with the project.
- iii. The company will maintain copies of all the files used in connection with your project and if you require a disc copy of all the files used in connection with your project, then the company will be happy to supply this to you. Copies of the website files are maintained by us for a reasonable time (usually at least one year), and if you are hosting with us, then files are maintained both locally and on external servers.
- iv. The copyright to the mark-up, CSS files, other code that may have been used by us for you, or 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. If you own the domain name, then you own the copyright.

Any plugins or themes registered and paid for by the Company are owned by the company, not the Client, and will require replacement upon the event of a website being transferred to another hosting company. Those plugins will be de-activated before the site files and/or data have been transferred. Those obtained under a free licence may be transferred accordingly.

- v. At the bottom of the website page(s) after payment has been completed, usually it will say Copyright and the name of your business or company. 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.
- vi. As the design company the company also reserve the right to display and link to your completed project as part of our portfolio, and to write about the project on other web sites, in magazine or ezine articles, books, written or digital publications of any design and source. Please inform us in advance of the website going live if you DO NOT want us to add your site to our portfolio of work.

**viii. Hosting:**

- i. To ensure superior levels of reliability and performance, all our client's websites are hosted on a server suitable for the project.

**ix. Liability:**

- i. The company will not be held liable for any missed launch date or deadline for any reason.

**x. Confidentiality:**

- i. 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.

**xi. General:**

- i. A website will not launch until a standing order or BACS payment has been set up, unless special agreement has been reached in advance.
- ii. Additional costs for extra features and/or additional design costs, not covered by our standard packages, will be agreed and invoiced before the website goes live.
- iii. If the Client does not respond to the Company's request to discuss or choose ongoing support options, the client will automatically be placed on what the company feels is the most appropriate support package.
- iv. A small admin fee is payable for switching the client to another hosting provider.
- v. Hosting only clients, will be charged at our normal hourly rate for any further changes or updates to their website.
- vi. There may be an additional fee for any design changes requested after the initial agreed design has been signed off.
- vii. The Company is not responsible for writing or inputting any text copy unless this has been specified by the client.
- viii. If you are hosting the website 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.
- ix. ix. If the website is to be hosted elsewhere, then you will still pay the same annual/monthly fee as agreed.

- x. The company do not offer any technical support for any other web site hosting company that you may choose (if you elect not to host the website with us).
  
- xi. 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.
  
- xii. 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.
  
- xiii. This contract remains in force and need not be renewed.
  
- xiv. 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.

**Changes to these Terms and Conditions:**

Nicolade Services reserves the right to add, delete, or modify any provision of these Terms and Conditions at any time without notice. Failure to receive notification of a change does not make those changes invalid. These Terms and Conditions will always be available to download or print from our website.