



Website Development Terms & Conditions

At Angelfish we pride ourselves on providing excellent websites along with the highest standards of customer care and service. We will 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 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 [customer name], located at [customer address] are hiring us Angelfish Software Ltd located at 28 Victoria Road, Gillingham Dorset SP8 4HY to design and develop a web site for the estimated total price of [total] as outlined in our previous correspondence.

What do both parties agree to do?

You: You acknowledge that you have the authority to enter into this contract on behalf of yourself, your company or your organisation. You'll provide us with the assets and information that we need to complete the project. You commit to do this within the timescale we have set and provide it in the formats we require. You agree to 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. 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.

What we include in your Website Design Package

The price quoted above includes:

Design

We initially design a Home Page so that you can review and approve the basic design concept for your website. Once you have approved your Home Page, we will apply the same design concept to the 'inner' pages of your website. The quoted price is based on spending a set amount of time on the 'design' of your website and it covers the cost of us providing one design concept and you having the ability to request a maximum of two rounds of design tweaks or minor changes before reaching a home page design that you are happy with. We want you to be completely happy with your design, so if you have a strong idea of how you want your website to look please ensure you brief us fully at the outset. Of course, we want to be flexible and are more than happy to provide you with further design ideas if you aren't happy with the look of your website and we will provide you with additional quotes for further design work before proceeding.



If, at any stage, you're not happy with the direction our work is taking, you'll pay us in full for everything we've produced until that point and cancel this contract.

Text content

You are responsible for providing all text content for your website. Whilst we are creating your website we will input this text into your website at no additional cost. On an ongoing basis once your website is 'live' you will be responsible for inputting or editing text in your website's content management system (CMS). We provide professional copywriting and editing services, so if you'd like us to create new content, input new text or edit existing text in your CMS for you we can supply this service at an additional cost.

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 stock photographs for you, we can provide a separate estimate for that.

Whilst we are creating your website we will upload all of your required photographs, logos or other digital images/files into your website at no additional cost. Once your website is live you will be responsible for uploading images and files to your website's content management system. If you would like us to upload these files for you then we can provide this service at an additional cost.

Website hosting

Your package includes website hosting for one year starting from the date that your new website goes live online. After the first year hosting will be charged at our standard rate (currently £175 per year). If after the first year you wish to use alternative hosting services you must be aware of a few restrictions:

1. To support the functionality of your website the new web host must provide a Windows server with IIS and be running ASP.NET 2.0.
2. If you want to add new functionality or feature upgrades to your website you will still need to have access to the Angelfish Website Engine (which remains the intellectual property of Angelfish Software Ltd). This means that all future programming work would either need to be completed by Angelfish or, alternatively you could purchase the source code for the Angelfish Website Engine outright from us (price on application).
3. Switching to a new host will involve work on our part to help initiate and ensure a smooth switchover, we will be happy to provide an estimate for this work.

We only use the best and most reliable website hosting services. All Angelfish websites are hosted on a dedicated and managed server. In the very unlikely event of server failure/crash we will ensure that services are resumed as quickly as possible. A pro-rata refund will be applied to your account to cover the cost of any time that your website has been down i.e. if your website is inactive for 1 day we will refund 1/365 of the annual hosting charge. We are not liable for any loss of business or any other costs that you may incur as a result of server failure.



Domain name registration

As part of the above quote we will purchase one .co.uk or .com registration for one year . If you require further domains we will be happy to purchase and manage these on your behalf and will advise you of the additional cost (usually about £20 per address per year). After the first year you will be charged for the renewal of ALL domain names that you wish to continue using (usually about £20 per domain, per year).

Email addresses

As part of the above quote we will include one email address for one year. If you require further email addresses/extensions we will be happy to purchase and manage these on your behalf and will advise you of the additional cost (usually about £25 per address per year). After the first year you will be charged for the renewal of ALL email that you wish to continue using (usually about £25 per domain, per year).

Content Management System (CMS)

Your website will have its own CMS which allows you to log on and make changes to the contents of your site yourself. We will provide you with the website address for your CMS and a user name and password to allow you access. Self-managing the contents of your website will keep your support charges to a minimum. However if you would prefer us to make any required changes or you require alterations to the design of your website then we will be happy to provide a quote for your (see the section below on Support Charges).

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 those made by Apple (Safari), Google (Chrome), Microsoft (Edge), Mozilla Firefox and Opera. We'll also test to ensure that people who use Microsoft Internet Explorer 11 for Windows get an appropriate experience. We won't test in other older browsers unless we have agreed to do so 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 9: Safari, Google Chrome Android: Google Chrome on Android Emulator

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



Search engine optimisation (SEO)

We don't guarantee improvements to your website's search engine ranking, but the web pages that we develop are accessible to search engines. If you require assistance with SEO we will be happy to provide you with a separate quote.

Support charges (NOT included in the above quote)

Changes and revisions

Any faults (not including additional requirements) identified within 30 days of your system going live will be rectified by Angelfish at no additional cost to you. Similarly for any update made to your system and charged to your support account, any faults relating to the update (not including additional requirements) identified within 30 days of the completion date will be rectified by Angelfish at no additional cost to you.

To ensure that you remain fully aware of any support charges which may be accruing on your account, when you contact us to request support tasks which are likely to cost over £50 will be drawn to your attention via email and we will await your approval before proceeding. For minor tasks costing under £50 we will proceed without providing a quote or seeking further approval from you. You are free to raise or lower the approval level above or below £50 if you wish - please advise Angelfish if you would prefer a different limit.

If you wish we can set a trigger on your account so that when accrued support charges reach a certain level (e.g. £150) we will contact you to advise and if you prefer we can send you a separate invoice to make it easier for you to spread the cost of support over the year. Please advise Angelfish if you wish to set trigger.

Other Items

Copyrights

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.

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

- You own all elements of text, images and data you provided, unless someone else owns them.
- You'll own the visual elements that we create for this project. Upon request we will give you finished files.
- We will own the source code that powers your website and the CMS for your website.



Upon termination of this contract we will provide the source files to you, although a support charge may apply to cover the cost of the work required to complete this.

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.

Legal

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 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.

Just like a parking ticket, you can't 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.

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.

[Payment details] [Payment schedule]

We issue invoices electronically. Our payment terms are 10 days from the date of invoice by BACS, Paypal or cheque. All proposals are quoted in GBP (£) 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 5% per month or part of a month.



Finally.....

Although the language is simple, the intentions are serious and this contract is a legal document under exclusive jurisdiction of English courts.

Signed by and on behalf of Angelfish Software Ltd

Signature:

Name: Paul Grimster

Date:/...../.....

Signed by and on behalf of [customer name]

Signature:

Name: [signatory name]

Date:/...../.....

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