



# Webkick

## Terms & Conditions

### Website Projects

Webkick Limited  
4 Eastgate House, East Street  
Andover, Hampshire SP10 1EP

# Summary

Welcome from everyone here at Webkick. We are delighted to be working with you! In this contract we have outlined how we do things and what we expect from you, to enable us to help you achieve your goals.

Webkick's approach is transparent, so you won't find complicated legal jargon. Although the language is simple, this contract is a legal document under exclusive jurisdiction of English courts.

## In short

You are hiring Webkick Limited located at 4 Eastgate House, East Street, Andover, Hampshire SP10 1EP to design and develop a web site for the estimated total price outlined in our Order Acknowledgement (hereafter referred to as the 'OA'). The agreed payment plan is also outlined in the Payment section of this 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 organisation. 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. Deadlines work two ways and you will also need to adhere to any dates that we set together, to ensure the delivery of projects on time. You also agree to stick to the payment schedule set out.

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 can't be responsible for a missed launch date or a deadline if you have been late in supplying materials or have not approved or signed off our work on-time at any stage.

We will maintain the confidentiality of any information that you give us.

# Details of the works

## If you have ordered a new website

We will create designs for the look-and-feel, layout and functionality of your website. This contract includes one main design plus the opportunity for you to make up to two rounds of revisions.

## If you have ordered bespoke work

The work we will undertake will have been outlined in the brief as part of the original Proposal. That document forms part of our contract.

## Technical capability

If the project includes XHTML or HTML markup and CSS templates, we will develop these using valid HTML5 markup and CSS3 for styling. We will test all our markup and CSS in current versions of all major browsers including those made by Apple, Google, Microsoft, Mozilla and Opera. We will also test to ensure that pages will display visually in a similar, albeit not necessarily an identical way, in the previous generation of web browsers. We will not test these templates in old or abandoned browsers, for example Microsoft IE 5, 5.5 or 6 for Windows or Mac, previous versions of Apple's Safari, Mozilla Firefox or Opera unless otherwise specified. If you need to show the same or similar visual design to visitors using these older browsers, we will charge you at the daily rate set out in our original estimate for any necessary additional code and its testing.

## Photographs

If needed, you will supply us photographs either in digital or printed format. Alternatively, we can source and purchase stock photography as part of the project, or commission a photographer, for an additional fee which will be agreed with you.

## Changes and revisions

We don't want to limit either your options or your opportunities to change your mind. The OA quoted cost is based on what we estimate is needed to accomplish everything that you have told us you want to achieve. If you do want to change your mind, add extra pages or templates, or even add new functionality, that won't be a problem. You may be charged an additional fee for the changes and this will be made clear to you before we proceed with the work. Along the way we might ask you to put requests in writing so we can keep track of changes.

# Legal stuff

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.

Despite our best efforts, we can't guarantee that the functions contained in any web page templates or in a completed website will always 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 arising out of the operation of or inability to operate this website and any other web pages, even if you have advised us 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.

Upon acceptance of these terms and conditions, this order becomes non-cancellable, and we reserve the right to charge you for the value of the order should you cancel it without cause.

# Warranty

Webkick makes no warranties or representations of any kind, whether expressed or implied for the service it is providing. Webkick also disclaims any warranty of merchantability or fitness for any particular purpose and will not be responsible for any damages that may be suffered by the client, including loss of data resulting from delays, non-deliveries or service interruptions by any cause or errors or omissions of the client. Use of any information obtained by way of Webkick is at the client's own risk, and Webkick specifically denies any responsibility for the accuracy or quality of information obtained through its services. Connection speed represents the speed of an end-to-end connection. Webkick does not represent guarantees of speed or availability of end-to-end connections. Webkick expressly limits its damages to the client for any non-accessibility time or other down-time to the pro-rata monthly charge during the system unavailability. Company specifically denies any responsibilities for any damages arising as a consequence of such unavailability.

# Copyrights

You guarantee to us that any elements of text, graphics, photos, designs, trademarks, or other artwork and media that you provide us for inclusion in the website are either owned by your good selves, or that you have permission to use them.

You also guarantee that you own, or are authorised to act on behalf of the owner, of domain names, hosting accounts, social media accounts, and other information and credentials given to us to make administrative changes.

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 a copy of all files and you should store them really safely as we are not required to keep them or provide any native source files that we used in making them.

You also own text content, photographs and other data you provided, unless someone else owns them. We own the XHTML markup, 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 our successes 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 websites, in magazine articles, in books about web design and enter them for awards!

## Payments

We are sure you understand how important it is as a small business that you pay the invoices that we send you promptly. You agree to stick to the following payment schedule, which will be as follows, but may be revised based on further conversations between us.

### For website projects

1. 50% of total estimated fee prior to commencing the project kick-off meeting
2. 35% of total estimated fee once the design has been approved (prior to commencing programming and website build
3. Final 15% of estimated fee (plus any associated hosting and any agreed additional costs) once the development of the website is complete and approved and ready to be made live.

### For ad-hoc amendments and work requests

We will advise on the likely cost and, if agreed by you, complete the work as requested and invoice you, usually at the end of the month, for all ad-hoc work requests during that month.

# Payment terms

Invoices are payable upon receipt. We do not currently charge interest on overdue invoices but reserve the right to change this and notify you of the change, in writing, 30 days before the changes take effect.

Overdue invoices for managed hosting may result in suspension of services until the account balance has been cleared.