



# ZeroBlue | DESIGN

## General Contract and Terms of Business

### Overview

These terms are not written with complicated legal jargon but understandable English.  
It simply outlines basic details of working together to avoid misunderstand.

[www.ZeroBlueDESIGN.com](http://www.ZeroBlueDESIGN.com)

## General Contract and Terms of Work

Between James Webb trading as ZeroBlue DESIGN and \_\_\_\_\_.

Date: \_\_\_\_\_

### Summary

We will always do our best to fulfil your needs and meet your goals, but sometimes it is best to have a few simple things written down so that we both know 'what is what', who should do what and what happens if things go wrong. In this contract you won't find complicated legal terms or large passages of unreadable text. We have no desire to trick you into signing something that you might later regret. We do want what's best for the safety of both parties, now and in the future. This agreement is valid for the initial contract and all future contracts.

### *In short*

You, the customer, are hiring James Webb located at 30 Mill Street, Norton, Stockton-on-Tees, TS20 1AB, United Kingdom, to design and develop a web site, provide management of web hosting, internet marketing, design for print, email marketing and other services for the estimated total price outlined in our previous correspondence. The agreed payment plan is at the end of the 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 organization. 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 too. Deadlines work two ways and you will also be bound by any dates that we set together. You also agree to stick to the payment schedule set out at the end of this contract.

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 cannot be held responsible for a missed launch date or a deadline if those involved in the project have been ill or had other unforeseen circumstances, you have been late in supplying materials or have not approved or signed off our work on-time at any stage or if the delay is in the best interest of the project. On top of this we will also maintain the confidentiality of any information that you give us.

### Details of the works

We will create designs for the look-and-feel, layout and functionality of your web site. This contract includes one main design plus the opportunity for you to make up to two rounds of revisions. If you're not happy with the designs at this stage, you will pay us in full for all of the work that we have produced until that point and you may either cancel this contract or continue to commission us to make further design revisions at the daily rate set out in our original estimate.

### *HTML/CSS layout templates*

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If the project includes XHTML or HTML mark-up and CSS templates, we will develop these using valid HTML5 mark-up and CSS3 for styling. We will test all our mark-up and CSS in current versions of all major browsers for desktop computers including those made by Google, Apple and Microsoft both in desktop and mobile devices. If part of the contract, testing and development can also be carried out in other browsers and past versions.

We will not test these templates in old or abandoned browsers, for example Microsoft Internet Explorer 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.

### *Text content*

We are not responsible for writing or inputting any text copy unless we specified it in the original estimate. We'll be happy to help though, and in addition to the estimate we will charge you at the contracted hourly rate, including a free initial consultation, for copy writing or content input.

### *Photographs*

If needed, you will supply us photographs either in digital or printed format. If you choose to buy stock photographs we can suggest vendors of stock photography or obtain these for you. Any time we spend searching for or taking appropriate photographs will be charged at contracted hourly rate, after a free initial consultation to determine if this is the best route to take. At an additional cost, we may offer to buy stock photographs, take photographs ourselves or arrange a photographer.

Any photos supplied to us must be done if you have the permission of the copyright owner. We cannot be held responsible for using photos that have no authorisation. Photos provided will only be used for this and your future projects.

### *Changes and revisions*

We know from plenty of experience that fixed-price contracts are rarely beneficial to you, as they often limit you to your first idea about how something should look, or how it might work. We don't want to limit either your options or your opportunities to change your mind.

The estimate/quotation prices at the beginning of this document are based on the number of days that we estimate we'll need 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 will be charged the daily rate set out in the estimate we gave you. Along the way we might ask you to put requests in writing, email will suffice, so we can keep track of changes.

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### *Technical support*

You may already have professional web site hosting, you might even manage that hosting in-house; if that's the case, great. If you don't manage your own web site hosting, we can set up an account for you at one of our preferred, third-party hosting providers. We provide two options;

1. We will charge you a one-off fee for domain registration, setup of the web site hosting and the installing your site on this server, plus any statistics software such as Google Analytics; then the updates to, and management of that server, plus any support issues will be up to you. Annual hosting charges will be payable direct to the web site hosting company.
2. We manage your website hosting for you with one of our preferred hosting partners and will deal with on-going technical issues on your behalf for an annual fee including the domain registration and hosting costs.

Basic Instruction will be given for training staff in the use of the content management systems. This will be charged at the contracted hourly rate.

### Legal stuff

We can't guarantee that the functions contained in any web page templates or in a completed web site 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 web site and any other web pages, even if you have advised us of the possibilities of such damages. This includes any attack by hackers or the use of content management systems of your website or any card payment systems created or integrated.

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.

The client will remain liable to pay all charges that are due for the contract during any period in which the client does not comply or terminates this Agreement. No deposit refund will be given.

If we waive a breach of this Agreement by the client, that waiver is limited to that breach. Our delay in acting upon a breach is not to be regarded as a waiver.

By agreeing to this contract and terms of work you are agreeing to the Terms and Conditions of OVH Ltd, Fyfeweb Ltd, CentralNIC Ltd. and Nominet UK, as described on each individual organisations web site, if applicable for the completion of the work on this contract. If other domains or services such as translation are required you may be subject to the service providers Terms and Conditions also. Further details are available on request.

We are not liable to the Customer either in agreement, tort (including negligence) or otherwise for the acts or omissions of other providers of telecommunications or Internet services (including Internet registration authorities) or for faults in or failures of their equipment.

## General Contract and Terms of Work

### Copyrights

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

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, on request, a copy of all files, including and you should store them really safely as we are not required to keep them, although we always do for a period of time, or provide any native source files that we used in making them.

You also own text content, photographs and other data that you provided, unless someone else owns them. We own the XHTML mark-up, 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 what we have learned 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 web sites, in magazine articles and in books about web design.

### Payments

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

50% of total estimated fee upon agreement of initial design.

Remainder of fee payable not more than 14 days after receipt of finished product.

Interest accrued if payment is more than 14 days late is 5% of outstanding amount to be added every 7 days, starting from 15th day after receipt of finished product.

If we must use debt collection agencies or solicitors to collect our invoices, we will be entitled to reasonable debt collection agencies or solicitor's fees, court costs, and interest at the maximum rate permitted by law.

*But where is all the horrible small print?*

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.

*Although the language is simple, the intentions are serious and this contract is a legal document under court jurisdiction of England, Scotland and Wales.*

## General Contract and Terms of Work

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

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James Webb  
ZeroBlue DESIGN

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Print Name: \_\_\_\_\_  
on behalf of \_\_\_\_\_