

## Website Monthly Subscription Plans

Full website design and build, managed hosting, domain name, SSL certificate, maintenance and support come as standard. All website plans now operate on a monthly subscription plan. There is no longer a contract/agreement term in place.

### STANDARD TERMS AND CONDITIONS

These are the standard terms and conditions for Website Design and Development and apply to all contracts and all work undertaken by The Amazing Website Company Ltd for its clients.

### THE PROJECT AGREEMENT

All projects will be agreed to in writing via email, including appropriate Word Doc attachments, image files and any downloadable documents where applicable for the following:

What the client is getting for their agreed price will be listed on the quote/invoice for inspection.

What the payment terms are so a choice can be made.

That we will receive all additional content of words and images over and above those generated in the first free draft. before the final finishing work commences.

Once the website design and build has been completed and finalised you complete the sign off form. This then creates the first step in preparing the transfer of the whole website design and build over to your ownership if you ever decide to move your custom and website away from The Amazing Website Company Ltd.

### OUR FEES AND DEPOSITS

A trigger payment to be paid before the commencement of work on designing your website is equivalent to 1 month of the Pay Monthly Fee.

Where you are an existing client requesting a redesign/refresh then a trigger payment is not required as you will have a payment plan in place. Any changes in the monthly payment amount will be communicated to you prior to the redesign/refresh going ahead.

## **CANCELLING YOUR SUBSCRIPTION PLAN**

If you want to cancel your subscription at any time then a commitment to give a minimum of 30 days' notice to cancel your monthly subscription is required.

Once the cancellation release date has been reached then the website monthly subscription is cancelled. Only if the website monthly subscription has run for a minimum of 12 months prior to the cancellation request will the website be released in its entirety to you on final cancellation date being reached. You can cancel with 30 days' notice at any time under 12 months from launch date, but please note that for every month under 12 months from launch date a cancellation fee of the equivalent of the monthly fee for the website plan the website is on will be charged. Once 12 months has elapsed from the launch date of the website and all monthly payments are up to date the website will be released to you once cancellation is complete.

Failure to pay the monthly fee when it falls due on the 1st of the month will see the website suspended from the 15<sup>th</sup> of that month if payment has not been received. And will remain suspended until payment is brought up to date. Once the account is brought up to date, the website will be reset to be live.

## **VARIATIONS**

We are pleased to offer you the opportunity to revise the design. However, we have the right to limit the number of design proposals to a reasonable amount. We may charge for additional designs if you make a change to the original design specification. Our website development phase is flexible and allows certain variations to the original specification. However, any major deviation from the specification will be charged at our usual hourly rate of £75 per hour.

## **THE DESIGN AND BUILD AND SUBCONTRACTING**

The client hires us to use our skills, expertise and experience in website design and building to complete their project. We reserve the right to subcontract any services that we have agreed to perform for you as we see fit.

We may also use our judgment and interpretation of a client's requirements where necessary to maximise commercial and business effectiveness for their website. Where a project requires additional specialist input or time issues dictate, we will outsource website design and build work as appropriate at no extra charge to the client.

## **SUPPLY OF MATERIALS**

You must supply all materials and information required by us to complete the work in accordance with any agreed specifications. Such materials may include but are not limited to photographs, written copy, logos and other content for display on your website. Work will not commence on the design and build of the website until such content has been received.

Where there is any delay in supplying these materials to us which leads to a delay in the completion of work, we have the right to extend any previously agreed deadlines by a reasonable amount. Where the client fails to supply materials, which prevents the work's progress, we have the right to invoice you for any part of the work already completed outstanding for payment.

## **DEADLINES**

Completion times are an estimate only, sometimes, things may take longer than anticipated due to circumstances outside of our control or where the client delays in getting any agreed content to us in a timely fashion. We strongly recommend that the client supply all content before the project starts.

## **DISALLOWING PROJECT CREEP**

Project creep is something that occurs when a client requests work to be carried out on the website design and build that was not included in the original project specification. Any request for work to be carried out on a website project that was not included in the original specifications aligned to the agreement that was signed in order to trigger the work to commence on the project will result in the original agreement having to be upgraded to the next Pay Monthly Plan and its associated monthly payment.

## **CANCELLATION OF THIS AGREEMENT**

The Amazing Website Company Ltd operates a zero-tolerance policy against any bullying, abusive or aggressive behaviour, verbal abuse, derogatory remarks, rudeness, inflammatory statements, and unsubstantiated allegations – spoken or written in email or letter communications towards anyone of its workers. This will result in the immediate termination of any agreement currently in force without recourse to a refund.

## **COPYRIGHT LIABILITIES**

When we receive images, documents, videos or logos to be included in the website design and build, we assume that the client owns the copyright or has



copyright permission. Any infringement of copyright is the full responsibility of the client.

## **SEARCH ENGINES**

We do not guarantee any specific position in search engine results for your website. We perform basic search engine optimisation according to current best practices.

## **USING OUR DESIGNS ON OTHER WEBSITES**

If a customer takes anything from a website we have created for them and uses it on another website/domain we have not created, we have the right to request it is removed if we believe it can be identified that it is the work of The Amazing Website Company Ltd.

## **WORK OUTSIDE OF WEB DESIGN**

The Amazing Website Company Ltd is a Web Design Agency, and to that end, we do not deal with any IT issues you may have with your computers and mobile devices. This also applies to the setting up of your email accounts or any third-party software, such as CRM or Marketing software, on any of your devices. Regarding email accounts, we will supply the necessary information for you to pass on to any IT Specialist or Company to carry this out for you. We can also supply you with the contact details of any of our Trusted Partners.

## **NON-DISCLOSURE**

We (and any subcontractors we engage) agree that we will not at any time disclose any of your confidential information to any third party.

## **OUR CREDIT LINK**

As a web design agency, we like to be credited for our work. We will place a credit link in the footer area of the website. For example, we usually credit ourselves by adding "Web Design by The Amazing Website Company" in the footer area, which links back to our website. Should the client prefer not to have this credit on their website, they can inform us that they want it removed by email.