



# Terms & Conditions

Between us **ColonyWeb Ltd** and you

## Summary

We'll 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 what's what, 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.

You are hiring us ColonyWeb Ltd located at **ColonyWeb Ltd (c/o AngloDutch Ltd), Unit 1-2 52a Western Road, Tring, Hertfordshire HP23 4BB** to design and maintain a web site including associated agreed services for the monthly cost as signed up to through the website. Of course, it's a little more complicated, but we'll get to that.

## What both parties agree to do

**You:** You have the authority to enter into this contract on behalf of yourself, your company or your organisation. You'll give us everything we need to complete the project as and when and in the format we need it. You'll 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.

# Getting down to the nitty gritty

## Design

We create look-and-feel designs, and flexible layouts that adapt to the capabilities of many devices and screen sizes. We create designs iteratively and use predominantly HTML and CSS so we won't waste time mocking up every template as a static visual. We may use static visuals to indicate a look-and-feel direction (colour, texture and typography.) We call that 'design atmosphere.'

You'll have plenty of opportunities to review our work and provide feedback. We'll share our works with you and have regular, possibly daily contact. 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 writing and providing any copy text you would like on the website. If you'd like us to write copy text for you, we can provide a separate estimate for that.

## Images

Graphic files should be provided in either in a standard high-quality image file format (svg, jpg, png etc) or as a Photoshop document (psd). Photographs should also be in a high-resolution digital format (preferably svg or jpg). We can source free stock imagery for you, and we can recommend stock libraries if you would like to source / purchase your own. If you'd like us to source premium imagery for you, we can provide a separate estimate for that.

## Technology stack

We will create your website using a combination of HTML5, CSS, & unobstructive JavaScript. Depending on your needs we may also use a 3rd party website building platform (such as Squarespace) in the development & hosting of your website.

Additionally, to deliver the best possible analytics & search engine optimisation we may connect your site to 3rd party products such as (but not limited to) Google Search

Console, Bing Webmaster & Google Analytics. This may result in cookies being present on your site & when these are present your customers will be presented with a cookie consent pop up.

## **Compatibility**

We will design and test your website for compatibility with a variety of devices, screen sizes and browsers. As standard this will include Safari, Chrome, Internet Explorer, Microsoft Edge & Firefox as well as common desktop, tablet & mobile phone screen sizes.

We make every effort to ensure consistency across all devices & browsers however there may be some variation in how your website displays depending on the specific browser / device combination

## **Technical support**

We provide a managed service and as such do not personally host your website or offer direct support for hosting, instead we use a trusted 3rd party and will act as your agent and point of contact. Any technical issues will be handled by us, this includes email services if you have them provided by us. We provide technical support on a best endeavour basis.

## **Changes and revisions**

We know from experience that fixed-price contracts are rarely beneficial to you, as they often limit you to your earliest ideas. We don't want to limit your ability to change your mind. The monthly fixed cost agreed covers all initial design and any minor changes to the existing site once it is live. If substantial changes are required, for example an online store there may be either an increase in monthly membership or a one-off cost which will be agreed before any work is undertaken.

## **Legal stuff**

Whilst we take every measure to ensure the quality of our work, we cannot guarantee that it 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.

## **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 first payment has cleared, copyright will be automatically assigned as follows:

You'll own the visual elements that we create for this project. We'll give you source files and finished files and you should keep them somewhere safe as we're not required to keep a copy. You own all elements of text, images and data you provided, unless someone else owns them.

We'll own the unique combination of these elements that constitutes a complete design and we'll license its use to you, exclusively and in perpetuity for this project only, unless we agree otherwise.

We love to show off our work and share what we've learned with other people, so we reserve the right, with your permission, to display and link to your project as part of our portfolio and to write about it on websites, in magazine articles and in books.

## **Payments**

We're 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.

Monthly recurring, initial term is for 12 months with subsequent payments on a non-contracted month by month basis with payments made one month in advance.

Cancellation must be issued 3 months in advance, offboarding from Colony may incur charges.

## **But where's all the horrible small print?**

You can not 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 exclusive jurisdiction of English courts.

## **The dotted line**

By purchasing any of our website packages you are agreeing in full to these terms and conditions.

Everyone should keep a copy for their records.