

# TERMS & CONDITIONS

## IN ALL OPENESS

### 01 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 these General Terms & Conditions 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.

### 02 WHAT DO BOTH PARTIES AGREE TO?



*You:* You have the authority to enter into a contract with us on behalf of yourself, your company or your organisation. You'll give us the assets and information we tell you we need to complete the project. You'll do this when we ask and provide it in the formats we ask for. 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 in these General Terms & Conditions.

*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.

## 03 GETTING DOWN TO THE NITTY GRITTY



### DESIGN

We love co-creation! As such we work, not for you, but with you to 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 WordPress so we won't waste time mocking up every template as a static visual. We may use visuals to indicate a creative direction (colour, texture and typography.) We call that 'atmosphere.'

You'll have plenty of opportunities to review our work and provide feedback. We'll share a OneDrive folder with you and we'll have regular contact. Moreover, if geographically possible, we love to work onsite with you to co-create your dream so do plan in a few co-working days together whenever possible.

If, at any stage, you change your mind about what you want to be delivered and are not happy with the direction our work is taking you'll pay us in full for the time we've spent working with you until that point and terminate our contract.

### TEXT CONTENT

You supply us with textual content to be implemented into the website. If you have taken out a package that includes SEO, we will supply you with a range of well-researched keywords to be used in your text. We provide professional copywriting and editing services, so if you'd like us to create new content or input content for you, we can provide a separate estimate for that.

### GRAPHICS & 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 photographs or other imagery for you, we can provide a separate estimate for that. Our quotes do not include graphic design unless specifically specified. We advise images with a minimum size of 1920px wide. Logos should be supplied at 300dpi on a transparent background (AI, PSD or SVG formats will do).

### HTML, CSS & JavaScript

We deliver WordPress web page types developed from HTML markup, CSS stylesheets for styling and unobtrusive JavaScript for feature detection, poly-fills and behaviours.

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### **BROWSER TESTING & RESPONSIVENESS**

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. Websites we build will always be optimised for three screen sizes (<640px for small screens portrait mode <1024px for medium screens landscape mode and >1024px for large screens). If you wish to have customised responsive layouts we will be happy to supply an additional estimate for that.

We test our work in current versions of major desktop browsers including those made by Apple (Safari), Google (Chrome), and (Mozilla) Firefox. We won't test in other older browsers unless we agreed 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 16 and above: Safari, Google Chrome (iPhone 12 and 14 Pro, iPad Mini 7.9" and iPad 9th generation 10.2")

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 unless we have agreed an SEO package, but the web pages that we develop are accessible to search engines and practice common on-site SEO.

## **WORDPRESS, THEME & PLUGINS UPDATES**

Due to the ever changing nature of WordPress, themes and plugins, and especially in case of customised content, your developing website will not be updated (WordPress, theme and plugins) during its build to avoid unforeseen and uncalculated technical issues. Although we will always search for the best plugins for extra functionalities, we cannot guarantee their quality and cannot be held responsible for possible technical issues and/or extra chargeable working hours due to errors on the plugins' developers part. We also cannot be held responsible for website issues due to WordPress, theme and/or plugin updates.

## **DESIGN, CHANGES, REVISIONS & SUPPORT**

We don't want to limit your ability to change your mind. If we have set a project price, the price we agree on is based on the number of hours that we estimate we'll need to accomplish everything you've told us you want to achieve, but we're happy to be flexible. If you want to change your mind or add anything new, that won't be a problem and we can provide a separate estimate for the additional time.

During the build as you are checking the progress, some things you may notice need to be changed which were not included in the initial estimated scope OR some things new you might want to have added, which were not/can not be considered in initial estimation. Those tasks will be considered as extra hours and will be charged at a discounted hourly rate of 70€/hour and intervals of minimum 30 min.

Any other miscellaneous website works as well as any kind of support and consultancy are charged at 75€/hour and intervals of minimum 30 min.

## **WEBSITE SERVICE PLANS**

As part of the Total Website Security Plan and Total Website Care Plan, we offer regular backups of your site. These backups are made on hot and cold storage units. In the event a backup restore is needed, the following costs apply:

- 39€ per database restore
- 69€ per hot storage backup restore
- 119€ per cold storage backup restore

In the event of a website compromise due to failure of update frequency, malware cleaning will be at no additional costs. Website infection due to poor admin passwords and/or installation of malicious/low quality plugin by the client will be charged at regular prices.

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### 04 LEGAL STUFF



We'll carry out our work in accordance with good industry practice and at the standard expected from a suitably qualified person with relevant experience.

That said, 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.

Your liability to us will also be limited to the amount of fees payable under our contract and you won't be liable to us or any third-party for damages, including lost profits, lost savings or other incidental, consequential or special damages, even if we've advised you of them.

Finally, if any provision of our contract shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from our contract and shall not affect the validity and enforceability of any remaining provisions.

### INTELLECTUAL PROPERTY RIGHTS

Just to be clear, "Intellectual property rights" means all patents, rights to inventions, copyright (including rights in software) and related rights, trademarks, service marks, get up and trade names, internet domain names, rights to goodwill or to sue for passing off, rights in designs, database rights, rights in confidential information (including know-how) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which subsist or now or in the future in any part of the world.

Just to be clear, “Intellectual property rights” means all patents, rights to inventions, copyright (including rights in software) and related rights, trademarks, service marks, get up and trade names, internet domain names, rights to goodwill or to sue for passing off, rights in designs, database rights, rights in confidential information (including know-how) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which subsist or now or in the future in any part of the world.

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. When you provide text, images or other artwork to us, you agree to protect us from any claim by a third party that we’re using their intellectual property.

We guarantee that all elements of the work we deliver to you are either owned by us or we’ve obtained permission to provide them to you. When we provide text, images or other artwork to you, we agree to protect you from any claim by a third party that you’re using their intellectual property. Provided you’ve paid for the work and that the contract hasn’t been terminated, we’ll assign all intellectual property rights to you as follows:

- You’ll own the website we design for you plus the visual elements that we create for it. We’ll give you full admin access to the WordPress dashboard. If you have purchased a hosting package, you will also receive all details to access cPanel and FTP.
- We’ll own any intellectual property rights we’ve developed prior to, or developed separately from this project and not paid for by you. 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.

## **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.

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### 05 PRICE QUOTATIONS & PAYMENT SCHEDULE



Our price quotations are estimates for the amount of work we foresee to complete your project. This means that projects can take more time than initially calculated. Although we are always doing our utmost to quote you as accurately as possible, we cannot be held responsible for extra hours needed to complete your project. This applies especially to amendments and works on websites that have not been build by us as it is difficult to predict any issues we may run into as we have not created the original project.

(Extra) hours will be charged at a discounted hourly rate of 70€/hour and intervals of minimum 30 min.

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:

- For projects and services above 1000€, a 50% non-refundable deposit payment prior to starting the design. This allows us to allocate the appropriate time for your project so we can deliver and each client gets the attention they deserve.
- 50% remainder payment upon completion and prior to transferring the project to your domain.
- Projects and services below 1000€ are to be paid in full in advance.
- Hourly works outside a project are charged at 75€/hour, billed at the end of each month, and cannot be accumulated.
- Deposit payments are valid for one year during which period the project has to be completed. Failure to do so will result in forfeiting the deposit payment without refund/compensation.

We issue invoices electronically. Make sure you whitelist [billing@webdesignposse.com](mailto:billing@webdesignposse.com). Our payment terms are 14 days from the date of invoice by bank transfer. All proposals and prices are quoted in € (Euros). All payments will be made at the equivalent conversion rate at the date the transfer is made. We also accept payment in cryptocurrency. You will find details on your invoice.

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 2% per month or part of a month.

## RENEWALS & RENEWAL FEES

For renewals of your domain, hosting and website care plan (incl all care plans), there's a minimum of two months notice.

A one-time reconnection fee of 49€ is charged for domains and hosting that have expired due to payment failure.

## 06 THE SMALL STUFF



### WHERE'S THE HORRIBLE SMALL PRINT?

- Just like a parking ticket, neither of us can transfer our contract to anyone else without the other's permission.
- We both agree that we'll adhere to all relevant laws and regulations in relation to our activities under our contract and not cause the other to breach any relevant laws or regulations.
- Our 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 our contract is a legal document under exclusive jurisdiction of the Sheridan courts, WY, USA.
- Web Design Posse LLC reserves the right to change these terms and conditions at any time without prior notice.

### HOSTING REQUIREMENTS

- If your site is not hosted with Web Design Posse LLC, please make sure the following is up to date:

Latest WordPress version is installed on your host, with full administrative login credentials

Full FTP access | PHP 8 or higher

max\_execution\_time 300 | memory\_limit 256M | post\_max\_size 32M | PHP Max Input Vars 2000 | Suhosin Post Max Vars 1980 | Suhosin Request Max Vars 3480 | Suhosin Post Max Value Length 2000000

- Migration of websites to our own hosting is free of charge.
- Migration of websites to other host are charged at our set hourly rate.