

**Agreement between:
[organisation name]
and
Elizabeth England T/A Rutland Online**

Summary

I'll always do my 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. I've no desire to trick you into signing something that you might later regret. What I do want is what's best for both parties, now and in the future.

So in short:

You (xxxx registered charity no. xxxx; registered company no. xxxx) located at xxxx ("You") are hiring me (Elizabeth England T/A Rutland Online) located at Manor Farm Cottage, Bowling Green Lane, Market Overton, Rutland ("I or Me") to:

- Deliver website / design / marketing [delete as appropriate] services as set out in the Project Specification
- For the total price of / outlined in the Payment Schedule [delete as appropriate]

What do both parties agree to?

You: You have the authority to enter into this contract on behalf of xxxx. You'll give me the assets and information I tell you we need to complete the project. You'll do this when I ask and provide it in the formats I ask for. You'll review my work and 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 agreement.

Me: I / my contractor/s have the competence to do everything I've agreed with you and I'll do it all in a professional and timely manner. I'll endeavour to meet every deadline that's set and on top of that I'll maintain the confidentiality of everything you give me.

Graphic Design and Copywriting

Once a design is paid for by you the copyright and artwork files will be transferred to you. Before this time, copyright and files will remain my property. I reserve the right to display the design on my website, social media accounts and

Artwork for print will be supplied to you and / or your printer in print-ready format, and for online services in the format they request.

I am happy to recommend print services to you and manage them on your behalf, but your contract will be with the printer and you'll pay the printer direct.

Website Design

I / my contractor/s create website designs that adapt to the capabilities of many devices and screen sizes. I create them using WordPress and the Divi Theme, which may be customised with CSS, HTML and PHP to deliver a unique website for each client.

You'll have plenty of opportunities to review my work and provide feedback. I'll share link to a development site with you and we'll have regular contact by email, phone and / or face to face.

If—at any stage—you change your mind about what you want delivered or aren't happy with the direction my work is taking you may terminate this agreement as long as you have paid me for the work I have done.

Copy

Unless otherwise agreed, I'm only responsible for inputting text and images you provide to me into designs. You'll provide all text as Microsoft Word documents. Submission can be made via email attachment or fileshare, such as Dropbox.

Graphics and photographs

Unless otherwise agreed, 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, I can suggest stock libraries. If you'd like me to search for photographs for you, I can provide a separate estimate.

The files I will need include the company logo, existing colour scheme or style guide requirements, ancillary images, animated graphics and banner advertisements, if necessary. This agreement does not include the creation of a corporate logo/identity or photography/images unless otherwise agreed.

Website Page Modification

You will be expected to independently edit and update the web pages after completion of the website. If you, a third party or anyone other than me or my contractor/s who updates any of the websites damages the design or impairs the ability for the web pages to display or function properly, and you wish for me to repair the web site or pages, work will be assessed and quoted at my current hourly rate.

Website Browser testing

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.

I test my work in current versions of the following major desktop browsers: Apple (Safari), Google (Chrome), Microsoft (Edge) and Mozilla Firefox. I won't test in other or older browsers unless otherwise agreed. If you need an enhanced design for another or older browser, I 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. I test my designs in:

iOS: Safari and Google Chrome

Android: Google Chrome

Not all browsers, computers, or monitors display websites in the same fashion, and any cosmetic differences in the finished website are not to be considered defects. Some advanced techniques on the Internet may require a more recent browser version or plugin. As new browser versions are released, or new Internet-capable products are developed, the new versions and/ or products may not be backward compatible. Time spent to redesign a site for compatibility due to the introduction of a new browser version or product will be separately negotiated and in addition to the base price of this agreement. If additional pages are necessary to accommodate specific browsers, plugin technology, screen resolutions or platforms, additional charges will apply.

I will adhere as closely as I can to wc3 accessibility guidelines. However, materials provided by you are outwith my control so I cannot guarantee compliance with regard to copy, content and branding and therefore the user interface of the websites. Whilst both Wordpress and Divi are predominantly wc3 compliant, there may be lines of code that are flagged incorrect by a wc3 HTML check. This is normal; other than the wc3.org website itself, there are very few websites which do not show errors following a wc3 HTML check. This should not detrimentally affect the performance of websites or user experience.

Technical support

I'm not a website hosting company so I don't offer support for website hosting, email or other services relating to hosting. I will set up your sites on a server of your choice.

If you choose to use my hosting service through Eco Web Hosting (EWH), I can liaise with EWH on your behalf if agreed between us. I can manage basic updates for the website; namely WordPress, Divi, security and plugin updates; on a monthly basis or as otherwise agreed. Overall management of your hosting will be your responsibility, and I will not be held responsible for any hosting issues that may arise.

Payment for website hosting is required annually in advance. You will be provided with full cPanel access to your website hosting account, and can change hosts at any time.

If you require the purchase of domain name/s I am happy to do this on your behalf subject to prepayment for the domain. I will set up a domain hosting account in your name and with your contact details. You will be responsible for managing and renewing the domain name.

Search engine optimisation (SEO)

Your website design is created with appropriate titles, keywords and descriptions in respect to SEO. However, I don't guarantee in any way any specific placement in

search engine results. If search engine optimisation and site promotion services are desired, they must be purchased separately from a separate vendor.

Changes and revisions

I don't want to limit your ability to change your mind. The project price quoted at the beginning of this contract is based on the number of hours that I estimate I'll need to accomplish everything you've told me you want to achieve, but I'm happy to be flexible. If you want to change your mind or add anything new, that won't be a problem as I'll provide a separate estimate for those additional hours. If you want to reduce any of the stages listed in the payment schedule that is fine as long as you do so prior to the commencement of each stage.

Security

I will take all reasonable measures to ensure the websites are designed to be as secure as possible. However, you concede that it is impossible for me to guarantee protection against hackers or unauthorised parties. In the event that website security is compromised, you agree not to hold me liable for any damages. This includes, but is not limited to: file corruption or deletion, modification of website, or access to sensitive data by unauthorised party.

Legal stuff

I / my contractor's will carry out work in accordance with good industry practice and at the standard expected from a suitably qualified person with relevant experience. That said, I can't guarantee that my work will be error-free and so I 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 me will also be limited to the amount of fees payable under this contract and you won't be liable to me or any third-party for damages, including lost profits, lost savings or other incidental, consequential or special damages, even if I've advised you 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.

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 shall subsist 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 you, or that you've permission to use them. When you provide text, images or other artwork to me, you agree to protect me from any claim by a third party that I'm using their intellectual property.

I guarantee that all elements of the work I deliver to you are either owned by me or I've obtained permission to provide them to you. When I provide text, images or other artwork to you, I 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 this contract hasn't been terminated, I'll assign all intellectual property rights to you as follows:

- You'll own the websites I design for you plus any visual elements that I create for them. I'll give you source files and finished files and you should keep them somewhere safe as I'm not required to keep a copy. You own all intellectual property rights of text, images, site specification and data you provided, unless someone else owns them.
- I'll own any intellectual property rights I've developed prior to, or developed separately from this project and not paid for by you. I'll own the unique combination of these elements that constitutes a complete design and I'll license its use to you, exclusively and in perpetuity for this project only, unless we agree otherwise.

Displaying my work

I love to show off my work, so I reserve the right to display all aspects of my creative work, including sketches, work-in-progress designs and the completed project on my website and in articles on websites, social media, in magazine articles and in books. I will assume that you are happy for me to add a design credit and link to Rutland Online at the bottom of each website unless you tell me otherwise.

Price:

Payment Schedule

Graphic Design

Stage 1 50% £xxx following acceptance and prior to commencement of work
Stage 2 50% £xxx on final completion of design and sign off, and prior to transfer of design and copyright ownership

Website Design

Stage 1 33% £xxx following acceptance and prior to commencement of work
Stage 2 33% £xxx on homepage design signoff and prior to completion of website
Stage 3 34% £xxx on final completion of design and sign off, and to publication on the web

Ongoing costs

Hosting: £xxx annually in advance

Maintenance and updates: £xxx per month payable monthly / quarterly / annually
[delete as appropriate] in advance

Payment Terms

Ongoing costs are payable per item in advance, unless urgent support is required, in which case adhoc support is charged at £50 per hour and payment is required within 14 days of invoice date.

I issue invoices by email and payment is required via bank transfer. The appropriate bank account details will be printed on my invoices. As I require payment in advance of starting each stage, credit terms are only applicable to adhoc support.

Finally...

Neither of us can transfer this 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 this contract and not cause the other to breach any relevant laws or regulations.

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 and Welsh courts.

Signed by and on behalf of Elizabeth England T/A Rutland Online

Name:

Signature:

Date:

Signed by and on behalf of xxxx

Name:

Signature:

Date: