



## Website Design Contract

Online Designs is a trading name of Kwoosh Ltd  
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Registered in England & Wales. Company Number: 12637442

1. What do both parties agree too?
2. Design & functionality
3. Legal Requirements of your website
4. Your content & images, and intellectual property
5. Browser compatibility
6. Communication & meetings
7. Timelines & payments
  - 7a. Example situations that could change the timeline
8. Cancellation
9. Ongoing work & technical support
10. Legal & small print

### IN SUMMARY

If you're stretched for time, here is what you're signing.

- You agree to be upfront and thorough with your requirements & ideas and we agree to create you a great website based on your brief.
- You agree to create and send us all the content (text & images) you need on your website. You agree to not send us anything you do not have permission to use.
- You agree to mainly communicate via email for reasons detailed in [Section 6]
- You agree to communicate with us in a timely manner so we can all stay in the loop.

### 1. What do both parties agree too?

*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, when we need it, and in the format we need it. You'll review our work and provide feedback and approval in a timely manner. You'll be bound by the dates set according to the timeline you have chosen

in your questionnaire, as will we. You agree to the payment schedules on all invoices sent to you.

*Us:* We have the experience and ability to do everything we have agreed with you, and we will do it in a professional and timely manner. We guarantee full confidentiality of your content and company details (for full details see our Privacy Policy at [www.onlinedesigns.uk/privacy-policy](http://www.onlinedesigns.uk/privacy-policy)). We will strive to meet every deadline that is set and will be upfront if the work takes longer than planned.

## **2. Design and Functionality**

We create and host your websites online using the builder wix.com. This company offers an intuitive design platform which allows us to design from scratch and put our effort into the UX, customer journey and reflecting your branding rather than heavy time-consuming coding work. This sometimes comes with a few limitations for more complex sites, but if we are all clear about the functionality of your website to begin with, everything we agree will be achievable. We cannot guarantee all of your ideas will be achievable within budget, or at all, if you haven't mentioned them before the work is quoted and this contract is signed – or if you change your mind during the project. Wix offers a range of templates, however we always start from scratch and use it only as a blank design tool.

## **3. Legal Requirements of your website**

We can advise on the legal requirements of every generic website, but it is not our responsibility to provide or make sure these documents are in place (privacy policy, terms of use etc). It is also not our responsibility to check what your individual business may need legally (hygiene policy etc). If you do not have these in place, and receive any legal communication regarding this, we may advise but no website designer is responsible or liable for what a business chooses or neglects to display on their website. It is up to you to provide us all your content for your website. If you need help, we can recommend a Copywriter. We are happy to work with a third party for your content, within reason.

## **4. Your Content and Images, and Intellectual Property**

We are not responsible for writing any text copy. We do not proof-read your content or check grammar, so please make sure it is right before you send it to us. We may tweak or adjust your content to fit the design of your site, or use it in a different way or place to where or what you have specified. You will always have a chance to feedback on these alterations. If you miss something or find anything new to add, you will have plenty of opportunity to see your content on the draft site and change it accordingly. You should supply images in a high-resolution, compatible format (PNG, JPEG) and own all the rights to their use. If you use a copyrighted image, we will not be held responsible for the legal ramifications of this. We can suggest stock libraries, both free and paid for, if you need them. In most projects, we will use our own library of free stock images, these are not suitable for any other marketing (digital or print) or for use on any other platform or in your premises. If you require images that you can use throughout your marketing or branding, you should buy suitably licensed images or seek a graphic designer.

As your web designers, we are the automatic copyright holders and Intellectual Property owners of the design and layout. This is because we design from scratch and the rights are automatically assigned to the creator. You own all the Intellectual Property rights to your content (text and images you have supplied) but not to the design of the website. This is to allow us to properly manage your website and make adjustments we see fit. Our service provides you with a website that will be online for the length of time you're signed up to our

monthly/yearly plans. You do not own the website during this time. The initial build cost covers our time to set your website up but does not pay for the rights to the design.

The rights to the Intellectual Property and ownership of the website is only transferred if the entire site and maintenance is transferred away (subject to admin fee/completion of your contract) to another provider, in which instance we will automatically pass the rights to you, the client.

## 5. Browser Compatibility

The platform we use resizes your website automatically depending on visitor's screen sizes. We cannot guarantee that the website will look exactly the same on all browsers and screen sizes - this is common and expected of modern websites. Websites have a separate mobile website which will reflect the desktop site in design and functionality but not layout. We only ensure websites will look their best on up-to-date browsers and machines. We test our work in Google Chrome, Safari and Firefox on both MacOS and Windows, and on iOS Safari and Google Chrome for Android for mobile devices.

## 6. Communication and Meetings

We offer 1 meeting as standard at the beginning of your project, usually before or just after the quoting stage. It is lovely to get to know who we are working with and get an insight into your business and premises which help us to better showcase you online. More meetings can be arranged if necessary at our discretion, but this may alter your timeline. There is no fixed radius for our travel - it is at our discretion and we may charge mileage. You are welcome to meet us somewhere close to us to avoid this charge. We do sometimes offer meetings at our office, however this is entirely at our discretion and is strictly by appointment only. We are busy and have many clients on our books, and we will likely turn you away if you arrive without an appointment.

We prefer to work by email once the project has begun. The process can sometimes be fast-paced and enthusiastic and we need a paper trail to make sure that all your needs and requests are received and met. We are a 2 person team and email threads allow us to review work and conversations together before we sign a project off. We appreciate that some people work better verbally, and we can at our discretion offer phone/Zoom calls throughout the project if necessary. All phone and Zoom calls are recorded and transcribed so we can ensure that your needs and our obligations are met.

If communication with you ceases, or becomes insufficient, we will take action based on the stage of the project. See Section 7a for details.

## 7. Timelines and Payments

Unless you have specified a deadline (for example, you need the website to go live for an event or a product launch etc) we don't work to specific deadlines. This is because the client providing content is the longest part of the project, and it is impossible for us to know how long this step of the project will take as it is out of our control. We have found that setting deadlines before the content is received leaves unrealistic timescales for everyone. If you would like to set a deadline once the content is received, this is more obtainable so please feel free to ask us. Generally, once we have received all of the required content, our process takes 4-8 weeks depending on the website size, functionality and your availability.

**Not setting a deadline does not mean that your project will take longer.** We have a 10 year proven track record of completing projects promptly (if not sooner than expected) and always meet a deadline if one is requested and reasonable.

Ways to speed up your project:

- Make sure your content is complete and won't need to change once it's been placed in your design draft
- Have 1 person responsible for feedback on the website. Allowing a team (even a small one) to all have equal feedback opportunities **always** delays the project.
- Make sure you have logins and other technical info we might need available (for example Domain Name login, payment processing service logins etc).

If we have agreed a deadline with you, we will do our absolute best to meet this. This is not only based on our time to complete the work, but also on your cooperation and communication which can delay our ability to work on your project within your chosen timeline. We would not agree a timeline with you that we didn't feel was achievable, however if a deadline is missed, either due to our miscalculations or your failure to provide something we need, the project will continue as normal and we will endeavour to complete your project ASAP after discussing the situation with you. If at this point, you no longer wish to continue with your project, please see **8. Cancellations**

Your deposit invoice (if applicable) is included in this contract and is due within 7 days from the date of the invoice. If either the deposit is not paid or this contract has not been signed within 7 days, we will send a new contract and your project will be delayed. If your project is pushed back 3 times due to failure to pay a deposit or sign a contract, we will terminate this project and re-quote accordingly.

If for any reason your project is delayed from your end, we will keep you informed of the expectations and give you every opportunity to move forward with your project. If however, we feel that your project is delayed beyond a reasonable period (see examples below) we reserve the right to invoice an amount of your project, sign off and re-quote for the remaining work when you are ready for us to proceed. Please see below for your personal cut-off date when we have the right to consider taking this action.

If for any reason your project is delayed from our end, we will be honest and endeavour to complete the process in a reasonable timeframe.

***Your cut-off date is:***

### **If you need more time**

If at any point during the project you need more time than you initially expected, this is absolutely fine (life happens). However, you do need to keep in touch with us - we need to schedule our work and plan our other project timelines (see below if we can't get hold of you).

### **7a. Example situations that could change the timeline**

If you become unresponsive and we can't get hold of you during any part of the project, or we feel your communication or contributions are insufficient, there are various things that may happen. See below. This should not happen as long as you remain in contact with us throughout your project.

Here is a list of potential situations where you fail to communicate or make insufficient contributions, and the actions we can take if we deem it necessary.

Situation	Result
You fail to sign the contract or pay deposit by the contract expiry/invoice date.	We will re-send a new contract/deposit invoice. We will attempt this 3 times before we cancel the project and will need to re-quote.
You pay the deposit and sign the contract, but then fail to make a significant start on the project in a timely manner. (This can include things like requiring a meeting but not booking it promptly, or taking longer than expected to gather content which we require for the first draft).	Your project will be delayed until we can move past this step. If the project still hasn't made a significant start (this is classed as us being able to create a first draft) by your cut-off date, we will retain your original deposit and you will be required to pay a percentage of your deposit again if your project re-starts. You will need to sign another contract.
You receive your initial design draft or full draft but then fail to communicate feedback or send us the content we require, in a manner which would allow us to finish your project by your cut-off date.	If we can't progress with your project despite attempts to communicate with you, we will retain your deposit and invoice you a percentage of your final payment based on how much of the work we have completed. This will be between 25% and 90%. We will then re-quote any remaining work as a new project, and you will need to sign a new contract.
The website is complete but you fail to provide us with details of your domain login/transfer it to us, or other essential information, in a manner which would allow us to finish your project.	If your cut-off date has passed, we will invoice you for the full amount owed. We will then re-quote any remaining work as a new project, and you will need to sign a new contract.
The website is complete and ready to go, and you request to delay launching – for example to fit a marketing plan.	This is fine. We will invoice you the full amount, and we retain the right to quote for launching the site when you are ready. This may not be necessary if you keep in touch and have genuine reasons for delaying the launch.
An unexpected situation occurs with Online Designs that affects one or both of us from working on your project (e.g. illness, accident, equipment failure, compassionate leave, force majeure)	We will keep you informed and be honest about expectations as soon as we are made aware of any situations that may impact your project. Depending on the situation, we may consider a discretionary reduction to your Final Payment. If your project is severely affected or unable to continue, we may offer a full refund.

## 8. Cancellation

If at any stage you are really not happy with the direction the project is taking, and feel it cannot be rectified, or feel we're not the right designers for the job, you can cancel this contract. This incurs certain payments which covers our work until that point in a way which is fair to both parties. Deposits are always non-refundable as they cover work we will do immediately. The amount will be worked out according to the following:

- After the deposit is paid, but before you have received the first draft: No extra charge.
- Any time after you have received your first draft, but before the project is signed off: A minimum of 25% of the remaining cost, but this will be worked out on an individual basis to a maximum of 90% of the remaining cost. We will provide a reason for your

specific amount. *This is discretionary as if we also feel the project isn't working out we may mutually cancel the contract and just retain your deposit with no additional charges.*

- The project has been signed off: The full project amount will be due.

We also reserve the right to cancel your contract, without notice, for the following reasons:

- You have failed to pay any invoice raised by its due date.
- You have failed to sign this contract or pay the deposit 3 times in a row.
- You have failed to uphold any part of this contract.
- You fail to communicate with us sufficiently.
- Any of our staff feel threatened, harassed or feel unable to communicate with you effectively or in a productive way.
- Your project brief/requirements have changed and is no longer covered in this quote or contract.
- We feel the project is not within our skillset and that it cannot be rectified or we have misunderstood the brief/requirements which you set out clearly (we may refund your deposit in this instance).
- You/your company have gone into liquidation or suffer the appointment of an administrator, or administrative receiver or enter into a voluntary arrangement with your creditors.

### **What happens to my website if this contract is cancelled?**

If, for any of the above reasons this contract is cancelled, we will keep your website in our control. Your data may be deleted without warning. In very exceptional circumstances, we may transfer your draft website to yourself or another chosen website designer for a fee. We cannot guarantee that the website will be in a format useful to your new designer as we all work on different platforms. Your Hosting Agreement will take over this contract as soon as it is signed in the Sign Off period and contains different conditions for cancellations.

## **9. Ongoing Work & Technical Support**

### **Hosting Agreement, Domain Names & Email Addresses**

You will need to sign a Hosting Agreement during the Sign Off period of the project in order for your website to Go Live. This document will outline the details of your ongoing annual agreement and is separate to this agreement whilst sharing the same basic details. Your Hosting Agreement simply enters an ongoing annual rolling contract for keeping the website live, and any additional services you're receiving.

### **Management Plan & Hosting**

Once the project has been signed off, you will move onto a monthly plan. The details of this will be sent to you at the sign-off stage and a separate annual agreement will be provided. For more details, see this page: <https://www.onlinedesigns.uk/ongoing-costs>

### **Technical Problems and Support**

Once the project has been signed off, and while you are signed up to an Ongoing plan, we include basic technical support. This means we are on hand if your website becomes disconnected from your domain or has certain technical problems. This relies on you letting

us know as we don't automatically monitor our websites all of the time. If you spot a problem, let us know and we will endeavour to fix it ASAP if it is a technical problem on our end. If you are in control of your domain name, and this leads to a fault or disconnection to your website, you are responsible for rectifying this. We advise you to transfer your domain names to us to manage. We do not take responsibility for errors you do not inform us of, or any loss of business or damage to business reputation due to technical failures, bugs or errors on websites whether in our control or yours.

### **Design and Content Changes once website is live**

This depends on which ongoing plan you choose and will be subject to a different agreement.

### **SEO, Analytics and Marketing responsibilities**

We will include Basic Search Engine Optimisation (SEO) as part of your website project. This includes embedding meta titles and descriptions to each page of your website as well as submitting it to the Google Search Console once your website is live. This is where a web designer's responsibility ends regarding SEO, and if you need certainty with your Google results you will need to take up our monthly SEO service (subject to a separate agreement) or contact an SEO or Marketing agency. We do not guarantee any Google or other search engine results as we have no control over their page ranking algorithms, and we are relying on you to either research and understand how to help your website climb the rankings or employ an agency to work on your behalf. We are happy to embed tracking codes to your website for analytics, however we will not allow 3<sup>rd</sup> parties to access your website except from in exceptional circumstances. If we do allow access to a 3<sup>rd</sup> party, we are not responsible for any alterations they make or damage they cause, and we will charge for fixing it. We may not be able to fix all issues they cause.

Once your project is signed off, we are not responsible for driving traffic to your website, whether by marketing, SEO, social media or other means.

### **eCommerce, Online Booking Systems and Accepting Payments**

If your website includes an eCommerce shop, booking system or other app which accepts payments, we will provide basic training on how to use the system. Once the website is signed off, you are responsible for maintaining and managing these systems. If you have any questions, issues or technical problems you must let us know ASAP as we will not be monitoring your system. You are legally responsible for making sure that the correct policies and data handling procedures are in place for taking payments. This may need different policies to a normal website, and it is your job to understand this.

## **10. Legal & Small Print**

We cannot guarantee that our work will be error free - we are only human. We cannot be liable to you, or any third parties 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. You cannot transfer this contract to anyone else without our permission. Every project is different, and you cannot assume that we are offering the same service or timescales to other projects and clients. Although this is in place for both of our protections, this contract is serious and is a legal document under jurisdiction of English and Welsh courts.

**No work will go ahead until this contract is signed and your deposit (if applicable) is paid. We look forward to working with you, Kathryn Moir & Shaun Prince.**

## Signatures

By signing this document, you acknowledge that you are entering into an agreement on behalf of your business with Kwoosh Ltd and you are legally obliged to follow its terms, as are we.

Signed:	Company Name	Date:
	Print Full Name	
	_____	

Signed: Kwoosh Ltd  
Kat Moir

Date:

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