



## Website Design Contract

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

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

*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**

We are not responsible for writing any text copy, and it will be made clear at what point we need to receive this from you. 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. Please are if you have any questions regarding specific images, patterns or graphics. If you require images that you can use throughout your marketing or branding, you should buy suitably licenced images or seek a graphic designer.

## **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

In your questionnaire you should have selected a timeline. This is so that both parties have deadlines and goals for the project. Providing content and feedback presents a significant time dedication on your behalf, and we require you to meet your deadlines in order for us to meet ours.

### ***Your projects start date is:***

Your deposit invoice (if applicable) is included in this contract and is due within 7 days from the date of the invoice. Your project's start date is the due date of this invoice and the date by which this contract **must** be signed. If either the deposit is not paid or this contract has not been signed by your project start date, we will send a new contract and your timeline/ start & completion date will change accordingly. 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.

### ***Your Go Live 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) and we can move the Go Live date and timeline accordingly. Please be aware that, under some circumstances, there is action we may take. See Section 7a for details. 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 with a new Go Live date. 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).	We will move your Go Live date to a date we deem appropriate taking into account the length of the delay. If the project still hasn't made a significant start (this is classed as us being able to create a first draft) by your Go Live date, we will retain your original deposit and you will be required to pay a percentage of your deposit again. You will need to sign another contract.
You receive your first or second draft but then fail to communicate feedback or send us the content we require, in a manner which would allow us to meet your Go Live 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 invoice based on how much of the work we have completed. This will be between 25% and 90%. The rest will be invoiced when the project is complete.
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 meet your Go Live date.	If we decide we have given you a significant chance to send this information over, and the Go Live date has passed, we will invoice you for the full amount owed. We retain the right to charge on an hourly rate for finishing the site when you are ready.
The website is complete and ready to go, and you request to change the Go Live date – for example to fit a marketing plan.	We will invoice you the full amount, and we retain the right to charge on an hourly rate for finishing the site when you are ready.

## 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.
- 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 (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 be given a choice between two ongoing plans. 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. Please sign the next page.**

## 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  
Shaun Prince Date:

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