

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.

So in short;

You (Your company name) ("You") are hiring us (Yingatech UK Ltd) ("We or Us") to:

- design & develop a website;
- set up or connect a domain name;
- host it on our systems;
- maintain and edit your website, at your request, for one (1) hour's worth of work per month (beyond this is charged hourly).

For the estimated total price of [the total price] as outlined in our previous correspondence. Of course it's a little more complicated, but we'll get to that below.

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 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 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 to give us.

Getting down into 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, JS and CSS 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 either share assets via email, a Google Drive folder, a Git repository or a development site with you and we'll have regular, possibly daily contact.

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 this contract.

Text content

Unless agreed separately, we're not responsible for creating text for your website. We will happily input the text provided to us by you for every page and we're able to provide a basic proofreading service if required.

Graphics and 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 for you, we can provide a separate estimate for that.

HTML, CSS & Javascript

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

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.

We test our work in current versions of major desktop browsers including those made by Apple (Safari), Google (Chrome), Microsoft (Edge) and Mozilla Firefox. We'll also test to ensure that people who use Microsoft Internet Explorer 11 for Windows get an appropriate experience. We won't test in other older browsers unless we have agreed this separately. If you need an enhanced design for an older browser, we can provide a separate estimate for that.

Mobile browser testing

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 9: Safari, Google Chrome
- Android: Google Chrome
- We won't test in Blackberry, Opera Mini/Mobile, specific Android devices, Windows or other mobile browsers unless we have agreed this separately. If you need us to test using these, we can provide a separate estimate for that.

Technical Support

We will host your website on our own network and manage the setup of your domain name to ensure it works with our systems. Our servers run many different software packages which we frequently update. We will not notify you of an update to our server technology unless it is pertinent to a recent security threat or another exceptional circumstance, in this case we will contact you with a timeline of events as to what work was carried out and as to whether any information was compromised.

We can provide a separate estimate for other services other than website hosting, such as email, we will not provide these unless agreed separately.

Search Engine Optimisation (SEO)

We don't guarantee improvements to your website's search engine ranking, but the web pages that we develop are accessible to search engines.

We can provide a separate estimate for business listings on search engines which can sometimes improve search engine presence, we will not provide this service unless agreed separately.

Changes & Revisions

We don't want to limit your ability to change your mind. The price at the beginning of this contract 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 as we'll provide a separate estimate for the additional time.

When your website is live we will be happy to edit your website for you, we will include an hour of edit time per month in your hosting fee unless another editing arrangement is agreed separately. If an edit will take longer than an hour we will provide a quote for the amount of time required to make a change, if you agree to have the edit made you will receive an invoice subject to the payment schedule set out at the end of this contract.

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 this 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 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.

Phew.

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.

Blimey.

First, you guarantee that all elements of text, images or other artwork you provide are either owned by your good selves, or that you have permission to use them and to send them to us to use for you. 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.

We retain the rights to 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.

You provide us the right to use, host, store, edit and process any text, images or other artwork that you have provided to us however we do not own or retain any rights to any assets that you have provided to us.

We will be happy to negotiate a transfer of rights for the website we design for you plus the visual elements that we create for it for which we can provide an estimate and separate agreement.

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. You agree to allow us and our members of staff to share our work along with your company name and personal name in any corporate or personal portfolios.

Payment Schedule

We separate out our payments into two separate types, the build fee (a one time payment which covers the costs of creating your website design & entering the text, images and other assets as agreed above) and the host fee (a yearly payment which covers the cost of hosting your website, maintaining our hosting systems & editing your website as agreed above).

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.

Build Fee

A one-time fee paid in halves, one at the beginning before we start work and one at the end. If you cancel your website during the build we'll invoice you for any work that hasn't been paid for so far, if it was covered by the initial half we will refund you for any work that hasn't been completed yet.

Host Fee

A fee paid every year (every 12 months, beginning after the build has been completed) once paid for the first time your website will be put online on our server network. If a payment is missed we will take your website down until the payment is made. If we have an automatic payment method stored we will charge it automatically every 12 months, if not you'll receive an invoice with the payment conditions detailed below.

We issue invoices electronically. Our payment terms are 30 days from the date of invoice by BACS, Faster Payments or the SWIFT international payments system. All proposals are quoted in GBP and payments will be made in either GBP or USD at the equivalent conversion rate at the date the transfer is made.

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 5% (five per-cent) per month or part of a month.

But where's all the horrible small print?

Just like a parking ticket, 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.