

STANDARD TERMS AND CONDITIONS OF WEB DESIGN AND DEVELOPMENT.



THIS AND THAT 95 LIMITED T/A THE THEME GROUP

1. DESIGN

1.1 WIREFRAMES

The wireframes will demonstrate the layout and navigation of every site template across both desktop and mobile devices. This part of the project comes with an agreed number of amends; once the wireframes are signed off they are supplied to the Developer to build the framework of the site – any changes to the wireframes following sign off may be subject to extra development charges.

1.2 CONCEPTS

This stage shows two possible concepts for your website, which will be based on the approved wireframes but with different visual executions. Each concept will show two pages (one of which is usually the homepage). This stage will have another agreed number of amends.

As with the wireframe stage, substantial changes to the signed off visuals may result in extra design and possibly development charges depending on their complexity and timescales involved.

1.3 REMAINING VISUALS

This stage shows the remaining pages executed across your chosen concept, and will have another agreed number of amends.

Substantial changes to the signed off visuals may result in extra design and possibly development charges depending on their complexity and timescales involved.

2. DEVELOPMENT (THEME)

We have a small roster of UK-based third party Developers for our web builds, and one will be selected based on their suitability for your project. Theme will project manage the entire process and the Client doesn't need to liaise with the chosen Developer in any way (unless explicitly required).

However, conditions to bear in mind include:

3. CLIENT'S REVIEW

The Client will be shown the built website at a testing phase (beta) and then at launch. On completion of the project, the Client has 10 days to feedback any required changes. Work can be completed outside this time period but will be quoted on an ad hoc basis.

4. PROJECT SCHEDULE AND CONTENT CONTROL

Required deadlines and project timelines will be set at the outset. This will include various sign-off deadlines as well as supply of content and required assets. Project timelines are dependent on receiving sign-offs and any required content in time – if there is significant deviation on these deadlines for any reason that will require a revision of the deadline, we will alert you as soon as possible to arrange revised deadlines.

5. COPYRIGHT

The Client retains copyright to data, files and graphic logos, and grants the Developer the rights to use and publish said material. The Client is also responsible for getting any relevant approvals for use of third party content they are supplying.

Similarly, the Developer maintains ownership of intellectual property and code until full payment is received.

6. POST PROJECT ALTERATIONS

The Developers will make good any bugs arising within the project for 90 days from the delivery of the project to the Client.

The Developers cannot accept responsibility for any alterations caused by the Client or a third party occurring to the Client's pages once built. Such alterations include, but are not limited to additions, modifications or deletions. The Developers may require a one-off Web Development charge before resolving any issues that may arise.

7. THIRD PARTY SERVICES

If third party services – for example, credit card processing – are required for the project, the Developer is not responsible for any changes that provider makes to their product further down the line. They will guarantee that all third party products are functioning correctly at the time of the site launch, and will be available to make any development changes as required. This work will be quoted on an ad hoc basis.

8. EXISTING SITE AMENDS

Allow a minimum of one working week for any development work on existing websites that is not business-critical (i.e. not having the work done sooner would impact business). You will be advised of an exact timescale after the job is booked in, but this guideline should be factored into expectations when booking in a job.

9. DEVELOPMENT (CLIENT)

If you have your own Developers – either in-house or who you've previously worked with – then we will happily work with them throughout the project in the same way we would work with any of our own suppliers.

We will supply all files in the preferred formats in the agreed deadline, and will project manage the entire process. As part of this project management, we will ensure the Developers are sticking to the visuals and are delivering the website you signed off. However, technical issues, testing, quality control and ongoing amends and updates following site launch will need to be dealt with by you unless design input is needed.

10. HOSTING

10.1 VIA THEME

Theme hosting is provided through WP Engine. This platform features 24/7 monitoring to protect against security risks and downtime – they guarantee that your site will be live 99.95% of every month and may provide compensation for performance below that.

The exception to this is if the hosting provider is experiencing Excused Downtime, which means:

10.1.1 Scheduled outages or Force Majeure events;

10.1.2 Downtime caused by a non-standard environment, Customer machine access, Customer's violation of the Agreement including the Acceptable Use Policy, Customer authored code or changes to the Site or Services by parties other than WP Engine, or use that exceeds Customer's plan capacity (e.g. visitors that exceed the limit for the Customer's plan)

10.1.3 Emergency maintenance (e.g. in order to apply a patch to address a security vulnerability)

10.1.4 Maintenance that is performed between 5pm-11pm

The price for hosting setup and site launch are included in your hosting fee.

10.2 SELF-HOSTING

If your site is to be installed on a third-party server, our Developers must be granted temporary read/write access to your storage directories, and those directories must be accessible via FTP. Depending on the specific nature of the project, other resources might also need to be configured on the server.

There may also be charges for any extra work necessary to get the site live on a third party hosting provider.

10.3 THEME SUPPORT

For both the hosting and any other issues that may arise with the website – is provided between the hours of 9am and 5pm Monday to Friday (unless an increased service package has been agreed). Issues can be sent to nick.capehorn@themegroup.co.uk and the necessary work will be scheduled in depending on urgency.

If issues are taking place on a third party hosting provider, there may be an extra charge for any work required.

11. DOMAIN NAMES

Domain names must be registered and paid for by the Client to ensure they have full ownership and control over future charges related to their domain name(s) – e.g. renewal fees. Our Developers will need control panel information to update the relevant records in order to get your site live.

12. MISCELLANEOUS

12.1 PLATFORM UPDATES

CMS platforms like WordPress need regular software updates to ensure they are both secure from cyber attack and compatible with the latest browser types. Our hosting package includes regular updates as standard. For self-hosting customers, failure to upgrade your site leaves you open to security risks – these updates can be quoted for separately if required.

12.2 PLUGIN UPDATES

CMS plugins also need regular updates to ensure they are secure from cyber attacks. These will need to be quoted for separately whether you're using Theme hosting or self-hosting.

This is not a legal document and is for guidance purposes only.