



# Terms of Business

## Summary

We will always do our best to fulfil your needs and meet your goals, but sometimes it is best to have a few simple things written down so that we both know what is what, who should do what and what happens if stuff goes wrong. In this contract you won't find complicated legal terms or large passages of unreadable text. We have no desire to trick you into signing something that you might later regret. We do want what's best for the safety of both parties, now and in the future.

## In short

You are hiring us (The Little Design Studio) located at The Studio, Barnwell, Peterborough PE8 8PW to carry out the work as described in the attached Proposal for the estimated total price given in the Proposal. Of course it's a little more complicated, but we'll get to that.

## What do both parties agree to do?

As our customer, you have the power and ability to enter into this contract on behalf of your company or organization. You agree to provide us with everything that we need to complete the work including text, images and other information as and when we need it and in the format that we ask for. You agree to review our work, provide feedback and sign-off approval in a timely manner too. Deadlines work two ways and you will also be bound by any dates that we set together. You also agree to stick to the payment schedule set out at the end of this contract.

We have the experience and ability to perform the services you need from us and we will carry them out in a professional and timely manner. Along the way we will endeavour to meet all the deadlines set but we can't be responsible for a missed launch date or a deadline if you have been late in supplying materials or have not approved or signed off our work on-time at any stage. We cannot be responsible for delays caused by matters beyond our control (Force Majeure they call it). On top of this we will also maintain the confidentiality of any information that you give us.

## Getting down to the nitty gritty

### Design

#### Web

We will create designs for web to meet the objectives of your brief as detailed in the Proposal. This contract includes one main design plus the opportunity for you to make up to three rounds of reasonable revisions. If you're not happy with the designs after these revisions, you will pay us in full for all of the work that we have produced until that point and you may either cancel this contract or continue to commission us to make further design revisions at the daily rate set out in our original proposal.

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## Print

We will create designs for print to meet the objectives of your brief as detailed in the proposal. This contract includes one main design plus the opportunity for you to make up to three rounds of reasonable revisions. If you're not happy with the designs after these revisions, you will pay us in full for all of the work that we have produced until that point and you may either cancel this contract or continue to commission us to make further design revisions at the daily rate set out in our original proposal.

## Branding & Logo

We will create designs for print to meet the objectives of your brief as detailed in the proposal. This contract includes one main design plus the opportunity for you to make up to three rounds of reasonable revisions. If you're not happy with the designs after these revisions, you will pay us in full for all of the work that we have produced until that point and you may either cancel this contract or continue to commission us to make further design revisions at the daily rate set out in our original proposal.

## Text content

We may have written a best-seller but we're not responsible for writing, proofing or copy writing any text copy unless we specified it in the original estimate.

## Imagery

You will supply us imagery in the format we request for either print or web use. If you choose to buy stock photographs we can suggest vendors of stock photography. Any time we spend searching for appropriate photographs will be charged at our hourly rate as detailed in the Proposal.

## Changes and revisions

We know from plenty of experience that fixed-price contracts are rarely beneficial to you, as they often limit you to your first idea about how something should look, or how it might work. We don't want to limit your options or your opportunities to change your mind about something.

The estimate/quotation prices in the Proposal are based on the number of days that we estimate we'll need to accomplish everything that you have told us you want to achieve. If you do want to change your mind on something, e.g. add extra pages to a website, change the nature of your print needs, or introduce a new concept to your branding, that won't be a problem. You will be charged the daily/hourly rate set out in the estimate we gave you along with any additional costs and expense that would be incurred to meet your revised requirements. We will of course explain these costs and charges to you and may submit them to you in a Revised Proposal. Along the way we may also ask you to put certain requests in writing so we can keep track of changes.

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## Web Technical support

You may already have professional web site hosting; you might even manage that hosting in-house; if that's the case, great. If you don't manage your own web site hosting, we can set up an account for you at one of our preferred, third-party hosting providers. We will charge you a one-off fee for installing your site on this server; then the updates to, and management of that server, plus any support issues will be up to you.

We are not a web site hosting company and so we do not offer or include technical support for web site hosting, email or other services relating to web site hosting.

We offer 2 days support to cover any technical errors on your website upon transfer from the date of launch. This does not include any damage to the website due to user error of the client.

## Some Legal Stuff

We can't guarantee that the functions contained in any web page templates or a completed web site will always 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 arising out of the operation of or inability to operate this web site and any other web pages, even if you have advised us of the possibilities of such damages.

If any provision of this agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions.

## Copyrights

We will undertake best endeavours to ensure we have obtained the necessary permissions to use any elements of text, graphics, photographs and design that we may include in our work for you.

You guarantee to us that any elements of text, graphics, photos, designs, trademarks, or other artwork that you provide us for inclusion in the work we are doing for you are either owned by you, or that you have permission to use them.

When we receive your final payment, copyright is automatically assigned as follows:

You own the graphics and other visual elements that we create for you in this work. We will give you a copy of all files and you should store them really safely as we are not required to keep them or provide any native source files that we used in making them.

You also own text content, photographs and other data you provided, unless someone else owns them. We own any background software (eg the XHTML markup, CSS and other code) and we license it to you for use on only for this piece of work.

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We own the Preliminary and Original Artwork even though we might hand them over to you.

We love to show off our work and share what we have learned with other people, so we also reserve the right to display/link to your completed work as part of our portfolio and to write about the project on websites, in magazine articles and in books about design. We also reserve the right to enter the work we have done for you into competitions. We will out of courtesy tell you. But we won't be sharing any prizes!

## Payments

We are sure you understand how important it is 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 tightly to the payment schedule detailed in the Proposal.

## But where is all the horrible small print?

Just like a parking ticket, you cannot transfer this contract to anyone else without our permission. 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 courts.

## The dotted line

Thanks to the wonders of technology these days, we don't need a signature from you on any dotted line. In approving the Proposal you also accept these Terms of Business which together form our contract.

This doesn't need a signature from me either. In accepting your approval of the Proposal, I agree to commence work as per the Proposal and these Terms of Business that form our contract.

Thank you for your business.

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