

Terms and Conditions

Date: 01/01/2014

Between us Ezone Interactive LLP (hereinafter referred to as: Ezone) and you the client. The following terms are in place for all clients who sign a “letter of engagement”.

Summary:

We'll always do our best to fulfill 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, the client, are hiring us Ezone located at 31 Palmerston Place, Edinburgh EH12 5AP to complete a project for the estimated total price as outlined in our engagement letter and/or previous correspondence. Of course it's a little more complicated, but we'll get to that.

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 as and when and in the format we need it. 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 give us.

A little more detail....

Design

We work with a number of web design agencies and individuals who have relevant experience to create the look-and-feel that will work for your needs. Our focus is on ensuring that the designs that are created are flexible so as they adapt to the capabilities of many devices and screen sizes. All designs will be created iteratively and use predominantly HTML and CSS we won't waste time mocking up every page template as a static visual. We may share static visuals to indicate a look-and-feel direction (colour, texture and typography).

You'll have two or more weekly opportunities to review our work and provide feedback. If, at any stage, you're not happy with the direction our work is taking, you'll pay us in full for everything we've produced until that point and cancel this contract.

Text content

We're not responsible for writing or inputting any text copy. If you'd like us to write new content or input text for you, we can provide a separate estimate for that.

If you have a recurring Ezone subscription with us we are here to assist with inputting content on a "fair use" basis however the inputting of a large amount of content as part of a site build or if the editing needs completed urgently will be priced for separately - if this is required we can provide a separate estimate for this.

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 and Javascript

We deliver templates developed from HTML5 markup, CSS2.1 + 3 stylesheets for styling and unobtrusive Javascript for feature detection, polyfills and behaviours.

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.

Desktop browser testing

We test our work in current versions of major desktop browsers including those made by Apple (Safari), Google (Chrome), Microsoft (Internet Explorer), Mozilla Firefox and Opera. We'll also test to ensure Microsoft Internet Explorer 8 for Windows users get an appropriate, possibly different, experience. We won't test in other older browsers unless you specify otherwise. If you need an enhanced design for an older browser, we can provide a separate estimate for that.

Mobile browser testing

Testing popular small-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 work in:

iOS: Safari and Google Chrome

Android 4.1: Google Chrome, Firefox

We currently don't test Blackberry OS or Blackberry QNX, Opera Mobile, Symbian or other mobile browsers. If you need us to test using these, we can provide a separate estimate for that.

Technical support

We're not a website hosting company so we don't offer direct support for website hosting, email or other services relating to hosting. We have preferred hosting partners - we choose to resell these services to make it easy for you to get great hosting. You may also already have professional hosting and you might even manage that hosting in-house; if you do, great. If you don't, we can set up an account for you at one of our preferred providers. We can set up your site on the server, plus any statistics software such as Google Analytics and we can provide a separate estimate for that. We do not provide any server uptime guarantees if you have any issues we can communicate with the hosting provider in question. Service Level Agreements of the respective hosting providers are available on request.

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Changes and revisions

We know from experience that fixed-price contracts are rarely beneficial to you, as they often limit you to your earliest ideas. We don't want to limit your ability to change your mind. The price at the beginning of this contract is based on the length of time 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 that and update the project timeline accordingly.

Legal stuff

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. 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.

So that covers the main areas.

Copyrights

First, you guarantee that all elements of text, images or other artwork you provide are either owned by yourselves, or that you've permission to use them.

Then, when your final payment has cleared, copyright will be automatically assigned as follows:

You'll own the visual elements that we create for this project. We'll give you source files and finished files and you should keep them somewhere safe as we're not required to keep a copy. You own all elements of text, images and data you provided, unless someone else owns them.

We'll own the unique combination of these elements that constitutes a complete design and we'll license that to you, exclusively and in perpetuity for this project only, unless we agree otherwise. We can provide a separate estimate for that.

We love to show off our work and share what we've learned with other people, so we reserve the right, with your permission, to display and link to your project as part of our portfolio and to write about it on websites, in magazine articles and in books.

Payments

We're sure you understand how important it is as a business that you pay the invoices that we send you promptly. Paying promptly means that we remain positively energized towards you and your project which results in getting the best quality work from us and will delivering the best possible ongoing support. With this in mind you agree to stick tight to the following payment schedule.

50% paid on or before agreed "Start Date"

50% paid on or before agreed "Completion Date"

[or as is outlined in your personalised "letter of engagement"]

Where's all small print?

Just like a parking ticket, you can't 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 legally binding document under exclusive jurisdiction of Scottish, English and Welsh courts.

The dotted line part.....

These terms are in place along with a client specific engagement letter issued to each of our clients.