



## TERMS & CONDITIONS

Welcome to Electric Design Studio LTD. We look forward to working with you on your project.

Below are the Agency's Terms & Conditions, which set out to give you a clear idea as to how we'll work together and what you can expect.

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY. BY SIGNING THE AGENCY'S AGREEMENT AND/OR ACCEPTING THE SCOPE OF WORK AS LAID OUT IN EMAIL CORRESPONDENCE, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS BELOW. THESE TERMS AND CONDITIONS ARE SUBJECT TO CHANGE WITHOUT NOTICE, FROM TIME TO TIME AT THE AGENCY'S SOLE DISCRETION. THE AGENCY WILL NOTIFY YOU OF AMENDMENTS TO THESE TERMS AND CONDITIONS BY EMAIL. IF YOU HAVE ANY QUESTIONS REGARDING THESE TERMS AND CONDITIONS, PLEASE CONTACT THE AGENCY DIRECTLY.

### 1. PROJECT APPROACH - WEBSITE DESIGN & BUILD

The Agency follows the following process for all website development projects:

- 1.1 The Agency reserves the right to start work at any time once a contract has been signed and a Creative Brief provided.
- 1.2 Phase 1 - User Experience Design
  - a) During this stage the Agency will provide a site map showing each page of the website and the page hierarchy. This will help to determine the number of pages and unique templates required for the project.
  - b) Following agreement of the site map, the Agency will produce wireframes which show the layout and functionality of each unique template. Wireframes may be produced as sketches or as high fidelity layouts depending on the complexity of the requirements.
  - c) Costs provided allow for up to two rounds of amends during the User Experience Design phase. Should further rounds of amends be required then an additional cost estimate will be provided.
- 1.3 Phase 2 - Design Layouts
  - a) Following approval of the sitemap and wireframes the agency will design the page layouts. These will be provided as PDF or JPEG to the Client for review & feedback or sign off.
  - b) Any feedback must be provided within 3 working days or as per the agreed project plan. Delays to feedback or sign off may result in a delay to the overall project timeline.
  - c) Costs provided allow for up to two rounds of amends during the Design phase. Should further rounds of amends be required then an additional cost estimate will be provided.
- 1.4 Phase 3 - Development & Testing
  - a) Once designs are approved the Agency will build out all the pages using the content provided by The Client.
  - b) The Agency will include within the CMS, all relevant information to support and maximise SEO within the parameters of the chosen website builder.
  - c) The Agency will test the website and will then handover to The Client to conduct their own testing prior to sign off. See 'Browser Support' section below.
- 1.5 Phase 4 - Handover & Ownership
  - a) The Agency will handover the site and will provide the Client with relevant usernames and passwords for editing specific content on the website.
  - b) The Agency will provide the Client with access to the website's analytics to monitor usage.



- c) The Agency will retain control over design, layouts, functionality etc. to minimise the chances of inadvertent alterations that may impact on the website's day-to-day operation, unless otherwise agreed in writing with the Client that they take over full control of the website. In this case, the Agency has no further responsibility for the website and any issues/problems experienced may be charged for by the Agency to remedy.

#### 1.6 Phase 5 - Warranty Period

All websites are provided with a 30 day Warranty Period guarantee from the date of go-live. During this time the Agency will fix any minor defects or problems in relation to work and services provided. There will be no extra cost to the Client within this period. After the 30 days period has expired then any further fixes will be charged at the standard hourly rate.

#### 1.7 Optional - On-going Maintenance

SquareSpace websites are easy to manage and update, however The Agency offers all clients the option of an on-going maintenance agreement for a fixed monthly fee.

## 2. PROJECT APPROACH - DESIGN & BRANDING PROJECTS

The Agency follows the following process for all design & branding projects:

- 2.1 The Agency reserves the right to start work at any time once a contract has been signed, deposit received and where applicable, a Creative Brief provided.

#### 2.2 Phase 1 - Concept Development

- a) During this stage the Agency will provide the agreed number of concepts demonstrating different approaches to answer the Creative Brief.
- b) Concepts will be provided either as hand drawn mock-ups or digital designs depending on the nature of the work.
- c) Costs provided allow for up to three rounds of amends during the concept phase. Should further rounds of amends be required then an additional cost estimate will be provided.

#### 2.3 Phase 2 - Design Layouts

- a) Following approval of a chosen concept the Agency will provide design mock-ups for one selected route.
- b) Costs provided allow for up to two rounds of amends during the design phase. Should further rounds of amends be required then an additional cost estimate will be provided.

#### 2.4 Phase 3 - Printing

The Agency may provide printing services if required however Clients may also organise their own printing if preferred.

#### 2.5 Phase 4 - Handover of Assets

The Agency will deliver to the Client, via electronic mail (or a downloadable hyperlink to a cloud based solution), within 5 working days after approval of the final design(s) and upon receipt of final payment for work carried out, the digital files containing the final design(s), in the following format(s):

JPEG FILE and / or PNG TRANSPARENT FILES.

The Agency can supply alternative formats depending on requirement and planned usage. Once agreed, these can be supplied upon request in writing.



### **3. DELIVERY SCHEDULES**

- 3.1 The Agency will confirm a delivery schedule upon receipt of a creative brief from the Client. This will take into account any amendments expected and agreed within the scope of the project.
- 3.2 It is agreed that additional amendments and/or delays to the work being completed due to delays caused by the Client may impact on the delivery schedule.

### **4. CONTENT**

- 4.1 The Client is responsible for providing the Agency with all relevant text, images and materials that are required to complete the project.
- 4.2 In the case where the Agency is required to source content, the Agency will provide the Client with additional costs for such research and provide information on the impact on the delivery schedule for the Client to sign off. Additionally, all costs for any content sourced by the Agency will be passed on to the Client.
- 4.3 In the case of website development, all copy supplied by the Client and subsequently uploaded to the website will be in English. Any additional language requirements will be discussed further and charged accordingly.
- 4.4 Copy will be used as provided by the Client and therefore it is the responsibility of the Client to thoroughly check all copy for spelling, grammar and punctuation. The Agency takes no responsibility for mistakes discovered post final designs/layouts signed off by the Client.
- 4.5 If the Client provides the Agency with goods, material, photographs, film, data or information to be used in any form, the Client hereby warrants that these do not infringe the rights of third parties and indemnifies the Agency against any action taken against the Agency by any such third party.
- 4.6 The Agency will never knowingly infringe any copyright or trademark belonging to another and will deliver, to the best of its knowledge, creative solutions that are original and unique to the Client. Furthermore, the Agency will endeavour to make sure all final designs remain unique to the Client and any future projects the Agency engages in with new clients will not include reference to the final signed off design or include illustrations, fonts or colour palettes relating to the final signed off designs belonging to the Client.
- 4.7 Unless otherwise agreed in writing, it is the responsibility of the Client to ensure that no copyright or trademark has been infringed and to make your own application for copyright or trademark with the 'UK Intellectual Property Office' if required.
- 4.8 The Agency takes great care to make sure all information is accurate but please check through everything to make sure there are no mistakes with layout, wording, spelling and grammar before the website's go-live date.

### **5. FONTS**

- 5.1 During the design process and where applicable the Agency shall present font options to the Client.
- 5.2 In the case where a website is being designed and the website platforms built-in fonts aren't suitable and the Client requires alternative fonts to be used, the Agency shall source alternative fonts and advise the Client with regards to relevant fees and licences which the Client will then be responsible for paying as an additional cost.
- 5.3 Once the Client and Agency have shortlisted font options, the Agency will present a single licence cost to the Client for sign off based on the agreed parameters the font will be used for by the Client. If usage goes beyond these parameters, it is accepted by the Client that additional fees may be incurred which will be added to the final invoice.
- 5.4 From the initial designs the Agency will provide as much information as possible with regards to font choices made, including but not limited to name of font, weight options available (ie. regular, italic, bold) and commercial licence obligations with associated costs to purchase the font.



- 5.5 The Agency shall not be held responsible or be held liable for any breach of the font's copyright owners' Terms & Conditions by the Client and the Client indemnifies the Agency from any such breach of copyright. A copy of the Terms & Conditions relating to the fonts licence and usage can be provided upon request.

## **6. COLOURS**

### **6.1 On Screen**

The Client acknowledges that the colours seen on screen may differ to any and all pages printed for proof-reading or presentation and indemnifies the Agency against such differences.

### **6.2 In Print**

The Client should be aware that due to a variety of factors there will often be variance in colours shown between in-house proofs, colours on screen, printer's proofs, and final printed items. These factors are determined by the source of the print or visual (each output source e.g the Agency printer, the Client's printer, the imagesetter, the monitor etc. will differ from the other), the types of inks or make-up of colours (even Pantone colours can vary significantly and often surprisingly depending on what stock or substrate they are printed on), the type of print process (short-run digital, longer-run litho printing), the substrate (paper, card, plastic etc.) used, individual preferences (ambient light, personal computer settings etc.) and several other reasons. As a result of this the Agency is unable to guarantee 100% consistency and accuracy of colour on all items and may not always be able to achieve the exact result expected by the Client. In the case of printed items, the only true guide as to what is likely to be produced, is to request a 'wet-proof' on the actual intended substrate with the actual inks to be used, although this will incur additional cost. However as long as the Client accepts there may be inconsistencies across work produced, this step may not be necessary. The Agency does not accept any responsibility for colour variations as a result of these indeterminate factors.

## **7. WEBSITE HOSTING**

- 7.1 The Client will be responsible for all hosting charges.
- 7.2 The Agency works with a variety of web platforms to design and build websites. Where possible, these platforms strive for 100% uptime and availability. However should any unexpected outages occur the platform's management strives to resolve the situation as quickly as possible. In these circumstances, the Agency cannot be held liable for any loss of business or income should the website fail to perform to its fullest potential. The Agency will do its best to help resolve these situations, should they occur, by liaising with the platform's customer or technical services and may request payment for the anticipated time it may take to resolve the issue.

## **8. WEBSITE BROWSER SUPPORT**

- 8.1 Websites may render differently across browsers. If you notice discrepancies in how your site appears in different browsers (for example, how a block looks on Firefox vs. Google Chrome), this is completely normal. We can't guarantee that every aspect of your site will display identically in every browser, because each browser is powered by different technology.
- 8.2 The Agency makes every effort to ensure websites are designed to be viewed by the majority of visitors. Websites are designed to work with the most popular current browsers (e.g. Safari, Firefox, Google Chrome etc.). The Client agrees that the Agency cannot guarantee correct functionality with all browser software across different operating systems.
- 8.3 The Agency cannot accept responsibility for web pages which do not display acceptably in new versions of browsers released after the website has been designed and handed over to the Client. As such, the Agency reserves the right to quote for any work involved in changing the website design or website code for it to work with updated browser software.



- 8.4 From August 2021 Microsoft no longer provides support for Internet Explorer (IE) and no further updates will be implemented to the browser. As a result of this, the Agency cannot provide guidance or support for websites the Agency designs and builds to function at its most optimum using IE. It is recommended that the Client uses alternative browsers such as (but not limited to) Google Chrome or Safari to view and experience the website at its best.
- 8.5 JavaScript must be enabled to view Squarespace sites.

## **9. INDEMNITIES**

- 9.1 The Client agrees to indemnify the Agency and keep the Agency indemnified and hold the Agency harmless from and against any claims, actions, proceedings, losses, liabilities, damages, costs, or expenses suffered or incurred in relation to work or services provided.
- 9.2 The Agency is not liable for any loss that may occur before, during or after the development of projects undertaken.
- 9.3 The Agency will not be held responsible for any delays, errors or losses arising from any third party.

## **10. CONFIDENTIALITY**

The Agency promises that it will hold and maintain in strict confidence any and all confidential information that is provided (such as proprietary technical or business information, personal client/customer contact details) and will not disclose such information to any third party except as may be required by a court or governmental authority.

## **11. COPYRIGHT**

- 11.1 Unless agreed otherwise in writing and upon receipt of full and final payment of the outstanding invoice, the Agency will assign ownership of copyright to the Client based on clauses 11.2, 11.3 and 11.4. However, from time to time these rights may be subject to further clarification based on the requirements of the brief and further fees/royalties may be requested to assign such rights, prior to full copyright and exclusivity ownership being assigned to the Client. See clause 11.3. This will be agreed in writing prior to work commencing.
- 11.2 Once all outstanding fees have been paid, copyright of the final design(s), as laid out in clause 11.1 and not impacted on by clause 11.3, will be assigned to the Client who will be granted full and exclusive rights to use the final layout design globally in perpetuity. However;
- 11.3 Where an original character has been created based on or as a result of the Client's brief, the Agency is entitled to either a royalty based on sales, with the rate to be agreed in writing with the Client, or an additional annual licence fee to be agreed at the time of the project being briefed and costed. From time to time, the Agency may also be in a position to hand over all rights to said original character for an additional, one time fee and based on terms to be agreed. This is to be discussed at the time of briefing and agreed in writing.
- 11.4 Original copyright of all concepts, initial designs and layouts remain the property of the Agency and cannot be altered in any way without prior written permission of the Agency.
- 11.5 The Agency will be permitted to use any logo or branding designs, concepts and/or final website designs created for the Client for promotional purposes on the Agency's company website, social media channels, portfolio's or any other medium.

## **12. USAGE RIGHTS**

- 12.1 Rights Before The Client Pays In Full:



- a) The Client understands and agrees that until the Client has paid the Agency either in full or as laid out in clause 15 (Refunds & Cancellation), the Agency owns full rights to each and every original design/layout created for the Client under this Agreement.
- b) In the event where the Client does not pay the Agency either in full or as laid out in clause 15 (Refunds & Cancellation), the Client agrees that the Agency can complete, exhibit, use and sell the design(s) at the Agency's sole and absolute discretion.

#### 12.2 Rights After The Client Pay's The Agency In Full:

- a) The Agency understands and agrees that after the Client pays the Agency in full, the Client will own rights (as defined in the Scope of Work Agreement and within the rights included) to the final layout(s) that the Client approves and the Agency created for the Client. Further rights may be assigned which will be discussed and agreed in writing during the Scope of Work process.
- b) The Client shall receive rights for the final layout(s) only and not the individually created illustrations, icons and/or characters used by or designed by the Agency. However, there may be exceptions to this from time to time, with additional usage rights confirmed in writing and in some cases it may be required that an additional fee is payable by the Client to the Agency for such additional items. This will be discussed and agreed in writing within the Scope of Work Agreement on a case by case basis.
- c) The Client agrees that the Agency will retain the right to use the final layout(s) and all preliminary designs in design competitions, publications on design, educational purposes and in marketing the Agency's business (this includes both traditional print and digital media).

#### 12.3 Rights To Make Changes:

- a) The Client agrees to give the Agency first option on all creative work relating to updates, changes or amendments to the designs created under the terms of the signed Scope of Work Agreement.
  - i. Upon receipt of a brief from the Client, the Agency shall provide a cost to carry out required work.
- b) The Client agrees that in the instance where the Agency has passed on its rights under clause 12.2.a to the final design(s), this right does not extend to the right to amend and/or alter the final design(s) in whatever form possible. This includes changes to the structure and/or overall look and feel of the final design(s).
- c) Should the Client wish to make amendments to the final designs and does not wish to engage the Agency in such work, the Client must provide a proposal in writing to the Agency and can only proceed upon receiving written permission from the Agency and upon receipt of an additional fee, equal to 60% of the original final amount paid by the Client for the above mentioned rights, laid out in clause 12.2.

### 13. COSTS

- 13.1 All costs are supplied in writing via a Scope of Work Agreement or other such written form prior to work starting.
- 13.2 All quotes remain valid for 30 days from the date of presentation. Once approved in writing, this implies acceptance of the Agreement and the Agency's Terms & Conditions in their entirety, including associated costs and timings.
- 13.3 All costs must be accepted in writing before work can be started.
- 13.4 Unless otherwise agreed within the Scope of Work, a deposit of 50% is required prior to any work beginning. The Agency will provide the Client with the required invoices for payments to be made. Invoices are to be paid within 7 days of invoice date, unless otherwise agreed in writing between the Client and the Agency. The Agency reserves the right to charge interest at the rate of 4% above the Bank of England base rate for the time being accrued daily from the due date until payment is received.



- 13.5 Please refer to Clause 15 for information on refunds and cancellations.
- 13.6 Once a project is underway, the Agency will not add any additional costs unless discussed and agreed in writing with the Client. Costs will be based on the agreed fees to be paid at the time of signing of the Scope of work.
- 13.7 The balance of all costs are due prior to the delivery of the project. Final files will not be provided to the Client until final payment is received.

#### **14. THIRD PARTY COSTS**

In the instance where the Agency organises printing, further discussions will be had to talk through the best printing process for each element required. A cost for printing will be supplied to the Client by the Agency and will be signed off in writing and fully paid for by the Client prior to this work being undertaken.

#### **15. REFUNDS AND CANCELLATION**

##### CANCELLATION PRIOR TO WORK BEING DELIVERED

- 15.1 Where a cancellation clause has been included within the Scope of Work signed off between the Client and the Agency, that clause supersedes the terms laid out in this clause and shall be adhered to upon signature by the Client of the Scope of Work.
- 15.2 Where no such clause has been included within the Scope of Work, the Agency's clause as laid out below comes into effect.
  - a) Any projects cancelled within three (3) days of Scope of Work being signed off, 30% of the deposit is refundable.
  - b) Any projects cancelled after three (3) days of the Scope of Work being signed off, the deposit is non-refundable.
  - c) Between seven (7) and fifteen (15) working days of the Scope of Work being signed, the Client is required to pay an additional 30% of the total project cost. Upon receipt of this payment, the Client will have no other financial liability to the Agency.
  - d) Between fifteen (15) and twenty-five (25) working days of the Scope of Work being signed, the Client is required to pay the full outstanding balance of the total project cost (minus deposit payment already received). Upon receipt of this payment, the Client will have no other financial liability to the Agency.

##### CANCELLATION POST WORK BEING DELIVERED

- 15.3 In the event of a project being cancelled once any design work has been delivered to the Client, the deposit is non-refundable and the Client is liable for the outstanding balance.

##### ADDITIONALLY

- 15.4 In the unlikely event of a project being cancelled, any and all costs laid out by the Agency shall be repaid by the Client to the Agency within 5 working days of an invoice being submitted by the Agency.
- 15.5 Where a Client is under a Long Term Agreement, work may cease following written confirmation from the Client. The Agency will supply a breakdown of hours spent on any and all projects up until that point and provide an invoice to the Client based on the hourly fees agreed for those hours worked. This invoice is to be paid within 7 days from the date of invoice.





- 15.6 In either of the above situations, upon receipt of full or part payment as laid out in clause 15 (Refunds & Cancellation), the Client retains usage rights for the completed layouts & designs based on the agreed terms laid out in the relevant project(s) Scope of Work.
- 15.7 Printing costs paid to the Agency are refundable only if the printing error is determined and proved to be the Agency's fault. The Agency is not liable for damages incurred due to printing errors or problems from the files if full specifications from the Client's printers were not provided or were incorrect/inaccurate, or if the Client supplied the wrong files to the Agency's printer.
- 15.8 In the circumstance where the Client cancels printing arranged by the Agency through its own agents, the Client is liable for 100% of the agreed costs.
- 15.9 Print Returns
- a) It is agreed that the Agency is not responsible or held liable for any errors contained in the final product after the final product has been approved by the Client, (approval may be given in writing), committed to print or posted in view of the public.
  - b) The Agency will not be held responsible for any changes or amendments made after approval. It is the sole responsibility of the Client to notify the Agency of any such errors during the revision cycle and before the final files have been generated.
  - c) In the event of a need to reprint due to errors in content, the Client must inform the Agency within 3 days of product acceptance, and must return the product (at the cost of the Client) within 10 days of acceptance for assessment.

## **16. ENTIRE AGREEMENT**

- 16.1 This Agreement constitutes the complete and exclusive agreement between the Client and the Agency concerning the work on all future projects between the two companies, and it supersedes all other prior agreements, proposals, and representations, whether stated orally or in writing. Either party can modify this agreement in writing, if both the Client and the Agency agrees to and signs that modification.
- 16.2 The Client agrees that the Agency is an independent contractor and not the Client's employee. Although the Client will provide general direction to the Agency, the Agency will determine, at the Agency's sole discretion, the manner and ways in which the Agency will create the design(s) for the Client. The work created for the Client under this Agreement will not be deemed a "work-for-hire". Whatever rights the Agency grants the Client are contained in this Agreement. By signing this Agreement, the Client and the Agency agree:
- a) To all of the terms and conditions of this Agreement.
  - b) That both parties have the full authority to enter into this Agreement.

## **17. FORCE MAJEURE**

- 17.1 Neither party shall be liable for any failure to perform or delay in performance of any of its obligations under this Agreement caused by circumstances beyond their reasonable control (a "Force Majeure Event").
- 17.2 The party claiming the Force Majeure Event shall promptly notify the other party in writing of its reasons for the delay or stoppage and its likely duration and shall take all reasonable steps to overcome the delay or stoppage.
- 17.3 If the party claiming the Force Majeure Event has complied with clause 17.2, its performance under this Agreement shall be suspended for the period that the Force Majeure Event continues and the party will have an extension of time for performance equal to such period. As regards the delay or stoppage arising from the Force Majeure Event:
- a) Any costs arising from such delay or stoppage shall be borne by the party incurring those costs;





- b) The party claiming the Force Majeure Event shall take all reasonable steps necessary to bring that event to a close or to find a solution by which its obligations under this Agreement may be performed despite the Force Majeure Event;
- c) If the Force Majeure Event continues for more than 30 consecutive days, either party may terminate this Agreement with immediate effect on giving written notice to the other party and neither shall be liable to the other for such termination.

#### **18. WAIVER**

The failure of either party to enforce or to exercise at any time or for any period any term of or any right pursuant to this Agreement shall not be construed as a waiver of any such term or right and shall in no way affect that party's right later to enforce or exercise it.

#### **19. DISPUTE RESOLUTION**

- 19.1 If any claim or dispute arises under or in connection with this Agreement, the parties will attempt to settle such claim or dispute by negotiation or through mediation and in accordance with the Civil Mediation Council's guidance.
- 19.2 If any claim or dispute cannot be settled by negotiation or through mediation within 30 days after either party has made a written offer to the other party to negotiate a settlement to such claim or dispute, the affected party shall consider resorting to court proceedings, in accordance with clause 20.

#### **20. GOVERNING LAW AND JURISDICTION**

- 20.1 This Agreement shall be governed by and construed in accordance with the law of England and Wales.
- 20.2 Each party agrees to submit to the non-exclusive jurisdiction of the Courts of England & Wales over any claim or matter arising under or in connection with the Agreement or the legal relationship established by the Agreement.

- **END**