

STATEMENT OF WORK & MUTUAL AGREEMENT



Length of term = 12 months from DD/MM/YYYY - DD/MM/YYYY

MUTUAL AGREEMENT

Between us, Xpert Design and you Jon Doe on behalf of X company

Summary

We will always do our best to fulfil your needs and meet your goals, but sometimes it's best to have a few things written down so that we both know what's what, who should do what and what happens if stuff goes wrong. In these terms you won't find complicated legal terms or long 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 Jon Doe are hiring us Xpert Design located in Newcastle under Lyme, Staffordshire to design and develop a website for the total monthly price as outlined in our 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 these terms on behalf of your company or organisation. You agree to provide us with everything that we'll need to complete the project – including text, images and other information – as and when we need it and in the format we ask for. You agree to review our work, provide feedback and approval in a timely manner too. Deadlines work two ways and you'll 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 these terms

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. On top of this we'll also maintain the confidentiality of any information that you give us.

Getting down to the nitty gritty

Design

If we are designing your application we'll create designs for the look-and-feel, layout and functionality of your website. This agreement includes one main design plus the opportunity for you to make up to two rounds of revisions. If you're not happy with the designs at this stage, you will pay us in full for all the work that we have produced until that point.

HTML and CSS layout templates

If the project includes HTML markup and CSS templates, we'll develop these using valid HTML and CSS code. The landscape of web browsers and devices changes regularly, and our approach is to look forward, not back. With that in mind we will test all our markup and CSS in current versions of all major desktop browsers to ensure that we make the most from them. Users of older or less capable browsers or devices will experience a design that is appropriate to the capabilities of their software.

We do not cater for people using Microsoft Internet Explorer 6 or Apple Safari and cannot predict the behaviour of that browser.

We will also test that these templates perform well on such devices like a Tablet. We will not test old or abandoned browsers, for example Microsoft Internet Explorer 6 or 5.5 for Windows or Mac, previous versions of Apple's Safari, Mozilla Firefox or Opera unless otherwise specified. If you need us to consider these older browsers, a £100 fee will be incurred and added to your next bill.

Text content

We may have written a hundred blog posts but we're not responsible for writing or inputting any text copy unless we specified it in the original estimate. We'll be happy to help though, and in addition to the monthly cost, we will charge you at our standard copywriting or content input rate being £80 per website page.

Photographs

You will supply us photographs in digital format. 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 standard discovery rate being £20.

Changes and Revisions

We know from plenty of experience that fixed-price terms 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 either your options or your opportunities to change your mind. The estimate/quotation prices at the beginning of this document are based on the amount of work 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, add extra pages or even add new functionality, that won't be a problem. However, you will be charged accordingly, and these additional costs will need to be agreed to before the extra work commences. This additional work will affect deadlines and they will be moved accordingly. We'll be up front about all of this when it happens to make sure we're all on the same page before proceeding. We may also ask you to put requests in writing, so we can keep track of changes. If the nature or functions of the project change significantly throughout the process, we reserve the right to deem the current project cancelled. At this point you will pay us in full for all the work we have done and may commission us to complete the new project based on the new requirements. This will require a new quote and terms.

Technical Support

You may already have professional website hosting, you might even manage that hosting in-house; if that's the case, great. If you don't manage your own website hosting, or your current hosting environment does not support the solution we are providing, 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, plus any statistics software such as Google Analytics, then the updates to, and management of that server, plus any support issues will be up to you. We are not a website hosting company and so do not offer or include technical support for website hosting, email or other services relating to website hosting.

Legal stuff

We can't guarantee that the functions contained in any web page or in a completed website 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 website 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.

Phew!...

Copyrights

You guarantee to us that any elements of text, graphics, photos, designs, trademarks, or other artwork that you provide us for inclusion in the website are either owned by your good selves, 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 for this project.

We'll 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 we used to make them.

You also own text content, photographs and other data you provided, unless someone else owns them. We own the website, markup, CSS and other code and we license it to you for use on only this project.

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

Payments

We are 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:

- **£00.00 on the DD of every month (DD/MM/YYYY - DD/MM/YYYY)**

Cancellation

As set out in our full Terms & Conditions, if you wish to cancel your monthly subscription to our service early, you will be liable for the remaining balance on your account. We will also issue a one off disconnection fee of £65.00 to ensure we suffer no losses for any charges issued against us via our 3rd party hosting & domain vendors.

But where's all the horrible small print?

Just like a parking ticket, you can't transfer these terms to anyone else without our permission. These terms stay in place and need not be renewed. If for some reason one part of our terms become invalid or unenforceable, the remaining parts of it remain in place. Although the language is simple, the intentions are serious and these terms are a legal document under exclusive jurisdiction of the courts of England & Wales.

Please read the terms on the previous pages to make sure you understand all the details involved with us working together. It's really important to us that everything is transparent and understood from the beginning so that we lay a solid foundation for a great working relationship.

If you have any questions at all, please let us know. We're happy to clarify any points and there may be some items that we can sort out together. We're committed to finding the best way to work together.

Once you feel confident about everything and are ready to move forward, please sign below & return to hello@xpertdesign.co.uk

Once we receive notification of your acceptance, we'll contact you shortly to sort out next steps and get the project rolling.

We'll email you a separate copy of the signed terms for your records.
If you'd like to speak to us by phone, don't hesitate to call 01782 970438.

Authorising this project requires a signature below.

Signing below states that you Jon Doe accept our Mutual Agreement, Terms & Conditions & our Privacy Policy.

Client signature: _____ (dd/mm/yyyy)

Designer signature:  _____ (dd/mm/yyyy)

For our full terms & conditions, [head over to xpertdesign.co.uk/information](https://xpertdesign.co.uk/information)