

# Terms & Conditions

(Revised 20<sup>th</sup> March 2018)

These terms and conditions form part of the contract of any work, which is being undertaken by freshSPRING on your behalf. They apply to all projects regardless of size; the acceptance of a quote and/or payment towards a *Project* means that *you* accept these terms and conditions.

## Summary

*You*, the client, own all *your* content, Intellectual Property, domain(s) and unique look of *your project*. If payment and specifications stay as per the original brief and there is regular communication then *your project* should be completed on time and budget.

## Definitions

- *You/Your* – *our* client or anyone you authorise (by phone, writing, email) to act on your behalf
- *We/Our/Us* – freshSPRING, a company limited by guarantee #5474197 and its agents
- *Personal Identifiable Data (PID)* – something that uniquely identifies *you* as a person, as defined in the General Data Protection Regulations (GDPR)
- *Data Processor* – *we* are the party who helps *you*, the *data collector*, collect data about *your* customers; i.e. setup systems that process data on your behalf (like a contact form)
- *Data Collector* – *you* are the party collecting the data about *your* customers
- *Project* – an individual given piece of work, eg. a logo, social media setup, website build
- *WordPress/CMS* – software on which a website is built (a Content Management System), which includes plugins and professional plugin licenses; as well as databases and interfaces
- *Content* is *your* specific content that is not used generically across a *CMS*, i.e. text and images you provide for your site. This is also for print, i.e. you own the design of work.

## Project Statements

To ensure *you* and *us* have a clear understanding of the scope of a *Project*, there will be a written summary which will require acceptance (either electronically or hard copy). This helps ensure all parties are clear on what is within the scope of a *Project* and where requests sit outside of scope.

*Projects* do often change throughout their duration, and with mutual agreement between *you* and *us* a *Project's* statement can be revised as necessary; though this may not be the case and may result in a change to the original timescale and cost as well.

## Consultancy and Advice

Where consultancy and advice is given, *we* try to provide *you* with the best result possible. However *you* are responsible for actions taken based on that advice.

*We* cannot be held liable for purchases or other actions *you* take as a result of such advice, including contracts signed with third parties and the actions of those third parties.

## Graphics and Printing

Graphical work usually involves several revisions, so *you* agree to provide this direction so *we* can get it right. In all cases *you* are responsible for authorising artwork to go for print and sending it to the printer. *We* may advise, but cannot be held responsible for any errors after *you* have authorised sending a *project* to be printed. All print jobs must be sent to *your* postal address.

## Training

Where possible, training is provided remotely to *you*. This is primarily aimed at efficiency (less time is spent travelling and more time on *your Project*) and keeping the cost of *your Project* down, while still delivering a personalised service. Exceptions to this policy will be made at *our* discretion.

## Website Design

Presuming payment is made as per the payment schedule, the look of your site, including colours and images as specified in the template file(s) and stylesheet(s) belong to you and can be used elsewhere if desired, excepting *our* logos and names.

*WordPress/CMS* is a combination of Open Source software which cannot be owned by its nature and professional plugins for which *we* have a license, valid while *we* are *your* provider. If you wish to change website provider then the new provider or *you* will need to provide appropriate license keys.

Sites that are designed or maintained by us (completely or in part) must carry a link back to the **freshSPRING** site on all pages so that *we* can help more people like *you*. This is partly how *we* can remain non-profit and keep costs lower.

### *Website Graphical Mockups*

Where present, these require written sign-off by email prior to producing any website. The website will then be built to the signed off mockup. Post-mockup changes may not be possible without affecting the timescales of *your Project* and/or incur additional cost (a bit like changing the plans for a building after it's already in the process of being built).

## Ongoing Support

Support is provided during office hours (9-5pm) on weekdays by phone or email. For any problems/minor changes *we* aim to respond within 48 hours, often much faster, but *we* are a small team. In-person visits may exceptionally be included at *our* discretion but are not a typical part of support.

Websites include a 3-month guarantee from public launch to fix bugs and issues. Thereafter new fixes and changes to code may be charged. *WordPress and Plugin* updates can be done by *you* or provided as a service. New content and features are an additional cost, which are either quoted or done under an Account Agreement (a monthly budget cap, which is only billed if *you* request work).

Web hosting support (email addresses and domain names) is provided by your hosting company; eg. *our* partner company Tortilla Hosting. They are responsible for support around these items. eg. how to set up *your* email account on a particular device.

## Logins, Passwords & Security Details

It may be necessary or easier for *you* to give us login details of other services (eg. current Hosting Accounts or PayPal), which may affect *your project* timeline. Similarly *we* may need to create such accounts on *your* behalf with *your* permission.

Any *Personal Identifiable Data* and security details will be kept confidential under the relevant laws and only used for the purpose *you* specify. *You* will be advised to change these passwords after the need for *our* access has changed to protect your security and privacy.

We will not be able to provide these passwords to any third party, even within your own group / organisation, due to reasons of Data Protection. Account access handover is an internal matter.

## Deadlines & Timeframes

All deadlines and timeframes for a *project* are advisory only and dependent on: timely content provision; keeping to agreed specification; technical limitations; and unforeseen circumstances. Especially with technology like a website or custom development a period of testing is advisable prior to release and 'bugs' can result in a need for additional time to ensure satisfactory completion.

Hence we cannot provide binding timeframes but we will work hard to complete *your project* and give the most realistic timescales we can by providing an advisory timeframe.

If *you* delay a *project* significantly (eg. 50% or more of the advisory timeframe) without agreement then this may push back the *project's* delivery timeframes due to other *projects*. Additionally, if *your* delay extends to 3 months or more then additional cost will likely be incurred at the current rate due to the need for re-training, additional meetings, changed project scope, etc. If *your* delay extends beyond 6 months then of the original project timeframe then the remaining payment will be due even though the project is still to be completed.

## Quotes

Quotes are only valid for the period shown and may need updating if outside that period. Quotes also only cover the items listed or the project plan to which they refer, with all jobs 'at cost' we can't add in extras later on without this causing additional cost at the current rate.

## Payments

Payments over £400 work can be split with a payment schedule, which will be detailed on the quote. Typically this will be 50% deposit and 50% upon completion/public launch for work £2,000 or under; work over £2,000 usually has a 50% deposit, 25% progress payment and 25% upon completion.

### *Deposits & Cancellation*

Work will only commence once a deposit has been paid, and not before; which is to ensure we can pay *our* team in a timely fashion for work they are doing. Often there is a large body of work needed early in a project, eg. copying content, setting up frameworks, etc.

Deposits are non-refundable under any circumstances. If a *Project* is cancelled for whatever reason, then a discussion will be entered into based on the project scope and level of completion as to whether more than the deposit is due. Subject to agreement and payment (if needed) will then mean that all relevant *Project Content* will be handed over.

### *Late Payment*

Timely payments mean we can pay *our* team each month (as a non-profit we don't have big reserves). Invoices have 14 days credit for all clients, unless a special arrangement has been made. Failure to pay by the invoice due date will result in a reminder and then an overdue notice.

Further delay without agreement will result in monthly compound interest (minimum 5% of the total due). Non-payment is a breach of these terms and conditions, which means the invoiced items remain *our* property for debt recovery / until accounts are settled.

## Law

These terms & conditions and acceptance of a quote/payment forms a contract between *you* and *us* under the common law of England and Wales; and if required all disputes will be settled in the relevant courts. An attempt at settlement or official arbitration is required prior to any court action.