

Web Design Services Agreement

- The Web Design Service Provider is Scribbleit Ltd t/a IndieAuthorPlatform
- The Principal is you.
- The Commencement Date is the date on which you confirm, by email, that you have read and agreed to the terms of this agreement and are engaging our services

1. Term

- 1.1 This Agreement commences on the Commencement Date and ends when terminated by either party with one month's notice [see 8.1].

2. Provision of services

- 2.1 The Web Design Service Provider must provide the Services to the Principal.
- 2.2 The Web Design Service Provider may also provide the Principal with Products from time to time.

3. Service Rates

- 3.1 The Principal will pay the Web Design Service Provider the agreed Fees.

4. Payment

- 4.1 The Web Design Service Provider will invoice the Principal for any Services performed or Products supplied for the period invoiced.
- 4.2 If the Principal chooses the Annual Payment option, 50% of the overall design budget is due on commencement of the agreement.
- 4.3 If the Principal chooses the Monthly Payment option, the first payment is due immediately and the Principal agrees to pay a further 11 monthly instalments.
- 4.4 All invoices rendered by the Web Design Service Provider are payable within fourteen (14) days from the date of the invoice. The Principal agrees to pay the invoiced amount to the Web Design Service Provider within this period.
- 4.5 If the Principal fails to pay the invoice by the due date for payment, the Principal must also pay interest on the outstanding amount at the rate of 11% per month.

5. Dependencies

- 5.1 The agreed price for design and development includes hosting services in accordance with the separate hosting agreement for 12 months
- 5.2 The Web Design Service Provider reserves the right to withdraw from the web development process if it becomes uneconomical to continue due to issues outside its control. Under these



circumstances, any sums paid by the Principal will be returned except where such sums have been paid to third parties.

6. Content

- 6.1 The Web Design Service Provider will source media (primarily images) from stock libraries to which they have a valid subscription.
- 6.2 Images may also be sourced from Flickr.com where the image has been licensed on a Creative Commons basis
- 6.3 The Web Design Service Provider will ensure that all relevant copyright requirements with regard to media that they supply are met
- 6.4 The Principal is responsible for providing all bespoke content
- 6.5 The Web Design Service Provider will insert content that has been made available by the Principal at the time of design signoff.
- 6.6 Further content must be inserted by the Principal using the WordPress interface except as in accordance with the hosting agreement.
- 6.7 Late delivery of content by the Principal is not a valid reason for delaying signoff of the design and payment of the final invoice.
- 6.8 Licences for all paid-for plugins remain the property of the Web Design Service Provider.

7. Design

- 7.1 The Web Design Service Provider will create a design in consultation with the Principal
- 7.2 The Principal will provide clear guidance to the Web Design Service Provider which will enable the Web Design Service Provider to create an acceptable design
- 7.3 The Principal will provide a list of at least 5 designs from within and outside the industry that contain elements the Principal likes
- 7.4 The Web Design Service Provider will generate an initial design for the Principal to comment on
- 7.5 A maximum of 3 rounds of design amendments is allowed within the fixed price
- 7.6 The Web Design Service Provider will only provide designs that can be practically achieved within the WordPress framework

8. Termination

- 8.1 Either party may terminate this Agreement where the other party breaches this Agreement and fails to rectify that breach within 7 days of receiving notice of the breach.

9. Warranties and indemnities

- 9.1 All warranties, conditions and representations whether express or implied other than express warranties stated by the Web Design Service Provider in writing are expressly excluded except in circumstances whereby the Service Provider is by law unable to exclude or limit such



liability.

10. Intellectual Property, Access and Confidentiality

- 10.1 The Web Design Service Provider assigns to the Principal all existing and future Intellectual Property Rights in the Website other than those that belong to Third Parties. For example, the code for WordPress itself cannot be assigned as it doesn't belong to the Web Design Service Provider.
- 10.2 On payment of all outstanding invoices, the Web Design Service Provider will provide the Principal with control panel access to their website giving them full control over the site
- 10.3 The Web Design Service Provider agrees to return to the Principal any or all of the Confidential Information on the request of the Principal.

11. Domain names and other services

- 11.1 Where the Principal requests that the Web Design Service Provider registers a domain name on their behalf, the domain name shall be registered in the Principal's name
- 11.2 The Principal is liable for the registration fee and the Web Design Service Provider's reasonable fees in respect of the time taken to register a domain name
- 11.3 Where the Web Design Service Provider agrees to provide additional services to the Principal via third parties then these services will be registered in the Principal's name and the Principal will be fully liable for payment
- 11.4 The Principal's domain name remains the property of the Principal at all times. In order for the hosting service to work, it must be pointed to the Web Design Service Provider's control panel. This in no way affects ownership of the domain name which remains with the Principal.

12. Guarantees

- 12.1 The Web Design Service Provider warrants that their work is free of bugs. Should any bugs be discovered at any time during which a valid hosting agreement is in force, they will be fixed promptly and free of charge
- 12.2 The Web Design Service Provider cannot warrant that the code of third parties is free of bugs.
- 12.3 The Principal has the right to reject the work of the Web Design Service Provider prior to final sign-off and receive a refund of the fees paid to that point except those fees paid to third parties
 - 12.3.1 This refund will not include aspects that were signed off before the work was rejected. For example, once the design has been signed off then the 50% of the fee that relates to design becomes liable and will not be refunded