

## Website Design Terms of Engagement

Version 1.0 Dated 2<sup>nd</sup> of February 2017

Between the “Company” Primal Space and the “Client” Gamefish Ltd

### Summary

This document will act as terms and conditions of agreement for the contract between our company Primal Space, and you our client Gamefish Ltd for the website design of the domain [www.gamefishltd.co.uk](http://www.gamefishltd.co.uk) which is due to commence 13<sup>th</sup> February 2017.

At Primal Space, we will always do our utmost best to fulfil your needs and meet your goals, but sometimes it is best to have a few simple things written down so that we both know what is what, who should do what and what happens if things go wrong. In this contract, you won't find complicated legal terms or large passages of unreadable text.

#### *In short*

You, our client, are hiring Primal Space to design and develop a web site for the agreed price, as per our agreed scope of work outlined in our previous correspondence. The agreed payment plan is at the end of the document.

#### *What do both parties agree to do?*

As our client, you have the power and ability to enter this contract on behalf of your company or organization. You agree to provide us with everything that we need to complete the project including text, images, and other information as and when we need it, and in the format(s) that we ask for. All this content you have the ownership of or rights to share, and need to be provided before the agreed start date to avoid any possible delays in the development. You agree to review our work, provide feedback and sign-off approval in a timely manner too. We will provide you with regular updates, starting with a mock-up saved on the staging area of your project. Deadlines work two ways and you will 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 this contract.

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. However, 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 will also ensure the confidentiality of any information that you give us. We do not outsource any work to other companies. All work is completed by Primal Space and its employees directly. Your content remains confidential to us when issued.

### Details of the works

We will create designs for the look-and-feel, layout and functionality of your project.

#### *HTML/CSS layout templates*

If the project includes XHTML or HTML mark-up and CSS templates, we will develop these using valid HTML5 mark-up and CSS3 for styling. We will test all our mark-up and CSS in current versions of all major browsers including those made by Apple, Google, Microsoft, Mozilla and Opera. We will also test to ensure that pages will display visually in a similar, albeit not necessarily an identical way. We will not test in

Microsoft Internet Explorer 7 for Windows as this browser is now past its sell-by date and is unsupported. We will also test the website in all major devices such as smart phones and tablets.

#### *Text content*

We are not responsible for writing or inputting any text copy unless specified in the original estimate. We'll be happy to help though, at the additional charge of £45 + VAT per hour, including a free initial consultation, for copy writing or content input.

#### *Photography and video content*

You the client will supply us with images and video content to use, which you have the rights to, for us to include in your website. Should you choose to buy stock photographs we can suggest vendors of stock photography. After a free initial consultation, with your prior agreement, any time we spend searching for or taking appropriate photographs will be charged at £45 + VAT per hour.

#### *Changes and revisions*

We know from experience that fixed-price contracts are rarely beneficial to you, as they often limit you to your first idea about how something should look, or how it might work. Therefore, we don't want to limit either your options or your opportunities to change your mind, so we only charge for the work provided.

The estimate/quotation prices included in this document are based on the number of days we estimate will be needed to accomplish everything that you have told us you want to achieve. The scope of what is to be delivered (covering functionality, content, structure and design) will be set out in a requirements document, so that you know exactly what is being delivered for your money. If you do want to change your mind, add extra pages, or even add new functionality, that won't be a problem. You will be charged our hourly rate of £45 + VAT for any additional work. Throughout the build, we will ask you to put requests in writing so we can keep track of agreed changes, and agree with you up front any impact that might have on the total price. Should changes occur during the project the cost impact will be agreed with you, and then deducted from or added to your final invoice.

Primal Space will provide the Client with an opportunity to review the appearance and content of the website during the design phase and once the overall website development is completed. At the completion of the project such materials will be deemed to be accepted and approved unless the Client notifies Primal Space otherwise within ten days of the date the build environment is made available to the Client.

#### *Technical Requirements*

We must be able to create a testing website area locally on one of our servers which we can develop on. For this we'll need access to your website's server to be able to copy the website area and database across to one of our testing servers.

If your website is not hosted with us here at Primal Space, we will need access to your server hosting service throughout the development project.

We may also need SSH root level server access for implementing updates. If you have an existing website where content is being transferred to us, we will require FTP and database access for this, and in certain scenarios, where relevant, access to your CMS admin area too, such as WordPress or Magento.

#### *SEO (Search Engine Optimisation)*

We don't guarantee improvements to your website's search engine ranking, but the web pages we develop are accessible to search engines for indexation, unless otherwise stipulated by us elsewhere in this contract or in a prior agreement/communication. We do offer additional SEO services for our clients, which are invoiced at an hourly rate of £45 + VAT per hour. Our SEO work is only invoiced after we have achieved the agreed results discussed for a period of 1 month. A monthly maintenance charge is required for our ongoing SEO support and work for your chosen keywords.

#### *Technical support*

We are here to help. We will offer technical support during the project to you as you require. You, as our client can ask questions along the way. You may already have professional web site hosting; you might even manage that hosting in-house; if that's the case, great. If you

don't manage your own website, we can offer website hosting solutions for you. We would charge you a one-off fee for installing your site on any 3<sup>rd</sup> party server, plus any statistics software such as Google Analytics for example. These prices are provided on a quote by quote basis, based on our hourly rate of £45 + VAT per hour. Thereafter, any updates to, and management of that server, plus any support issues of this 3<sup>rd</sup> party server will be up to you our client to handle with your selected 3<sup>rd</sup> party company. If you have chosen to use Primal Space for your website hosting, any technical support of your server is included in the price of our website hosting service.

## Legal stuff

We can't guarantee that the functions contained in any web page templates or in a completed web site will always be error-free. Hence, we can't be liable to you or any third party for damages, including lost profits, savings or other incidental, consequential or special damages arising out of the operation of or inability to operate this web site and any other web pages, even if you have advised us of the possibilities of such damages. We'll carry out our work in accordance with industry best practice and at the standard expected from a suitably qualified person with relevant experience. We always ensure our work is completed to the highest possible standard.

These Terms of Engagement, together with the Proposal and Requirements documents, constitute the entire agreement between Primal Space and the Client in relation to the services being provided, and supersede all earlier communications. Each party acknowledges that it has not relied on any commitment, representation or warranty in entering into the Contract, other than those expressly set out in the Contract. No amendment or other variation to these Terms of Engagement by the Client will be effective unless agreed by both parties in writing.

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.

## Copyrights

You guarantee that any elements of text, graphics, photos, designs, trademarks, or other artwork that you provide to us for inclusion in the web site are either owned by your company, 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 will give you a copy of all files and you should store them safely as we are not required to keep them or provide any native source files that we used in making them. You also own text content, photographs, and other data you provided, unless someone else owns them. We own the XHTML mark-up, 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 also reserve the right to display and link to your completed project as part of our portfolio and to write about the project on websites, including our own Primal Space portfolio, in magazine articles and in books about web design. A link to Primal Space will appear small type in the footer of the Client's website. If the Client requests that the design credit be removed, a nominal fee of 10% of the total development charges will be applied.

## 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, but may be revised based on further conversations between us if specifications given to us change throughout the project.

**We estimate that this project will take a total period of 4 weeks from the agreed start date, expected to be the 13<sup>th</sup> February 2017. The total cost of the whole project will be £3,050 + VAT subject to any changes as outlined in the "Changes and Revisions" section of this document.**

**Based on the current estimated duration and cost, payment of the project will be split equally across the 4 weeks of the project, and each of the 4 invoices will be for £762.50 + VAT. Payment of the deposit invoice for £762.50 + VAT is due before work will commence. An invoice of the same value is then due every week for the duration of the 4 week project. The final invoice is due upon completion of the project, and that invoice will complete the total payment of £3,050 + VAT for the whole project.**

In the event the work has not been completed we will delay issue of the final invoice until the work has been completed, subject to the delays being our or our third party providers' responsibility. Where we are unable to complete the work due to delays on the part of the

Client or their representatives, e.g. delays signing off design, providing copy and/or information, obtaining approval from compliance, etc. we reserve the right to invoice the final payment as if the work had been completed.

In the event of payment not being received within 14 days of the invoice date, a Written (email) reminder will be issued. Should payment still not be forthcoming a further reminder is issued advising that failure to pay may result in suspension/discontinuation of services. If payment is still not received we reserve the right to a) suspend services and b) pursue debt recovery action. We will sometimes telephone at this point to give a final 24 hours notice, but this is not guaranteed and is subject to previous payment history. We will not be responsible for any consequential loss incurred by the Client's business arising as a result of the suspension of any services. Furthermore we may charge a £45 + VAT admin fee to reinstate an account following suspension to cover the cost of our time in managing this process.

The Client agrees to reimburse Primal Space for any additional expenses necessary for the completion of the work. Examples would be purchase of special fonts, stock photography, collection of materials from client premises, etc. We always obtain permission from the Client prior to incurring costs outside of the quotation in this document.

If an SSL certificate is required, this will be priced separately at £295 + VAT per annum, renewed annually.

## Scope of Work

The below scope of work outlines at a high level, but is not an exhaustive list of, what will be delivered as part of this project. The full detail will be documented in a requirements document to be signed off by the client prior to commencing build activity on the project.

- New responsive website design of [www.gamefishltd.co.uk](http://www.gamefishltd.co.uk) in Magento v2 CMS software based on client specs/requirements
- Customisation of the WCMS to client requirements
- Transfer of domain from the existing webhost
- Export of previous content from the old website as a combination of xml and csv files to import into the new website to use as base to work from for content
- Extraction of the current product catalogue from Squarespace to import to the Magento build
- Creation of a staging area on a Primal Space web server for the project to be completed on
- Installation of the latest version of Magento software
- Creation and submission of website sitemap for major search engines including Google and Bing
- Customisation of the .htaccess file for the purpose primarily of 301 redirects from old pages to new to ensure no loss of SEO position
- Bespoke coding to optimise the speed performance of the website to ensure it loads as rapidly as possible
- Creation of a blog area to enable the client to post regular updates, and for the purpose of case studies / news and offers
- Links to all the client's social media channels embedded throughout the design
- Optimisation of the website design to ensure the website is "mobile-friendly" in Google search
- Configuration of SEO meta data for each template page of the website
- On page optimisation of code and content for the purposes of maximising the potential returns of SEO
- Customisation of server prepared for hosting the new website
- Upload of the new website onto the live server
- Setup of an SSL certificate for https website URL on all frontend and admin pages
- Testing key pages of the new website in all major web browsers, screen sizes and devices
- Project to be completed within 4 weeks of the agreed start date which we understand to be 13<sup>th</sup> February 2017

# The Dotted Line

Signed by and on behalf of Primal Space

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Signed by and on behalf of Gamefish Ltd

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Date 03/02/2017

Everyone should sign above and keep a copy for their records.