Terms Of Work

This document forms the terms and conditions under which we work as client and designer/developer. It is to be read prior to the agreement of any given project, after which its terms and conditions are applied until the project's closure.

Any amendments to these conditions, unique to our project together, will be made clearly in a separate proposal document, sent to you before any deposits are paid. This will include project costs, deadlines, revision quotas and any agreed payment schedules.

Section 1: Designer & Client

1.1 Point Of Contact

You, the client, are hiring me, Bruce Sigrist, trading as Phase Three Goods to design, develop, repair or maintain a website for the price agreed in our correspondence.

You are authorised to enter design contracts on behalf of yourself or your company. The name cited on the proposal form will be the one I communicate with; yourself, and not your managers, employees or peers.

You alone will give me everything I need to complete the project as and when, and in the format I need it. You'll review my work, provide feedback, communicate and pay me in a timely manner.

1.2 Deadlines

The deadlines stated above rely on the full submission of your written text, images and design requests.

Deadlines work both ways; you too will be bound by dates we set together. If feedback is delayed, fragmented or unclear, you can expect our deadline to be offset by that amount of time.

Naturally, any additions to the workload will extend the deadline. Please be aware that as the project grows in size, so too will time taken to complete it.

Urgent projects or shortened deadlines will be billed at a higher rate to reflect the added work and late hours involved in meeting your requirements.

Section 2: Pricing & Payment

2.1 Deposit

Certain larger services require an initial deposit to begin. This deposit is refundable within the first 14 days, or until I have handed you initial design assets.

Further payment milestones may be set depending on the scope of the project. If this is the case, these payments must be paid promptly in order for the next stage of the work to begin.

2.2 Fixed-Price Projects

Fixed-price projects will be quoted in one self-contained sum. These are not subject to an hourly rate and are measured as a finite task. Should the cost of the fixed price project change due to changes or revisions I will inform you *(see Section 4 - Changes & Revisions).*

2.3 Hiring By The Hour

Hourly rates apply to open-ended projects, retainer arrangements or ongoing website maintenance. These will be invoiced upon the completion of a project, or at the end of the month, whichever comes sooner.

Unless otherwise stated in our correspondence, my hourly rate is £45.00. Using time tracking software, jobs will be logged and billed accurately, down to the nearest minute.

Before beginning work, I will give you my best estimate for how long a job will take. If you wish for me to notify you when the billed hours hits a certain amount, please let me know.

2.4 Hiring By The Day

Large, varied or urgent projects may require my services for a focused period of time. Hired by the day, I will work solely on your project between the hours of 9am - 6pm. This will be quoted as a fixed price of £500.

Please note that hiring by the day does not mean the total completion of a project; large-scale work might require multiple sessions, or a combination of daily and hourly rates.

2.5 Retainer Work

If I am providing ongoing work retainer work I will charge you monthly, the sum of which will reflect the hours and work provided in that period. Work for the following month will resume as soon as payment is made.

2.6 Payment

Invoices are issued on the day that services have been rendered, as stated in our project proposal.

You agree to stick to the payment schedule set out at the beginning of any given project, to pay promptly, and in the manner agreed amongst ourselves. Any delay or abuse of payment may result in launch dates being extended, or the project being terminated.

This applies even I am hired to work on your behalf for another client, and the client has not yet paid you. See point *1.1 Point Of Contact*.

2.7 Late Payment

Payment terms are 14 days.

Please be aware that according to the Late Payment of Commercial Debts Regulations Act 2013, freelancers are entitled to claim a late fee of £40-£100*, depending on the size of the debt. At this point a new invoice will be submitted with the addition of this fee.

If payment of the revised invoice is not received within a further 14 days, additional interest will be charged to the overdue account at a statutory rate of 8% plus Bank of England base of 0.75%, totalling 8.75%. Parties cannot contract out of the Act's provisions.

* £40 for an invoice less than £1,000, £70 for an invoice between £1,000 - £10,000, £100 for an invoice larger than £10,000.

Section 3: Designer Skill Set

I have the skills and experience to do everything we've agreed with you, and I'll do so in a timely and professional manner. I will endeavour to meet every deadline that's set and on top of that will maintain the confidentiality of everything you give me.

Section 4: Feedback & Revisions

4.1 Feedback

After every email exchange you will be given the opportunity to review my work and provide feedback. Feedback should be delivered constructively, legibly and in a manner we both find helpful.

If, at any stage, you're not happy with the direction the work is taking, you'll pay me for the work provided up to that point, then cancel the contract.

4.2 Content Input

Your site will be built on a **Content Management System (CMS)**. Content Management means the user (i.e you) is able to access the website, input and edit text, and add new pages.

The above proposal indicates whether I will input content for you, or whether you'll be invited to populate the website yourself.

If I am inputting content for you, I will do so based on the first batch of writing that I receive.

Any additional revisions - whether text changes or swapping photos - can be made by yourself through the CMS. If you'd like me to make additional tweaks, I will do so at my hourly rate **(see 2.3)** and add that to the final bill.

For example - a client sends me 800 words and 10 images for their About Us page, which I format tidily into rows, columns, headings and galleries. Prior to launch, they decide to rewrite their content, increase the word count to 1200 and swap the images for another photoshoot.

They can a) log in and make these changes through the CMS or b) ask me to make the changes. If b), the time spent making these changes will be added to the final bill.

4.3 Changes and Revisions

I know from experience that projects might grow arms and legs. I don't want to limit your ability to change your mind, nor do I want you to feel constrained by rigid boundaries.

The price detailed in the proposal is based on the value of the work needed to accomplish everything you've told me you want to achieve, but I'm happy to be flexible.

If you change your mind or add anything new throughout the project, I will resend the quote with amended costs clearly highlighted to reflect the added workload.

I am charging you for my time and skills, not just the finished project. Should I build something for you or spend time on anything that you later to decide to scrap, the work will nonetheless be billed.

For example - a client requests a slideshow which I quote for £XX. Once the slideshow is built, the client decides not to use it in favour of a different feature. The price of £XX quoted for the slideshow is still billed, as this constitutes the developer's time and work.

Section 5: Communication

5.1 Office Hours

I am available in the following hours of the week. All work will be produced and communicated to you in that time.

Monday	09:00 - 18:00
Tuesday	09:00 - 18:00
Wednesday	09:00 - 18:00
Thursday	09:00 - 18:00
Friday	09:00 - 18:00

I am sometimes required to leave the office during these hours for meetings or other commitments. You will be notified of any large gaps in these hours, in advance, if I believe they might halter our workflow together.

Similarly, I will notify you as soon as I can in the event of illness, bereavement, emergencies or unforeseen circumstances. Should this happen I will do my best to make up for lost time.

I do not work on public holidays unless otherwise stated.

5.2 Email

I am available by email via bruce@phasethreegoods.co.uk. This is where I contain my business arrangements, and am able to give you the time and space to answer any queries.

If we are working together through an internal service such as PeoplePerHour, Fiverr or Croud then all communication will be contained to those platforms.

5.3 Telephone

I can be contacted by telephone on 01603 951479. You are welcome to arrange a phone call so that we can discuss how the project is going.

Please bear in mind that I am likely to be in the middle of someone's website at any given time, so unexpected calls can halter the workflow. You are of course encouraged to phone if there's an emergency with your website.

5.4 Skype

My Skype username is **brucesigrist**. I only tend to log in when there's a call scheduled, so let me know when you need to chat and I'll make sure I'm online. Skyping can be very efficient to outline a project, check-in for feedback or wrap things up once a website is live.

Section 6: Ownership & Accreditation

6.1 Text Content

Please provide text content in separate doc, docx or Apple Pages files, via email, or via our task management tool.

I am not responsible for writing, inputting or correcting text content unless agreed in other correspondence. While I might make suggestion to improve SEO, I am not duty-bound to do so; consider what you send me to be the final copy. If you'd like me to write new content or input text for you, I can provide a separate proposal for that.

You are responsible for providing terms and conditions, privacy and cookie policy copy for your website.

6.2 Images

You should supply graphic files in an editable, vector digital format. You should supply photographs in a high resolution digital format.

Please send photos via cloud storage such as DropBox, Google Drive or WeTransfer to avoid clogging up email servers.

If you choose to buy stock photographs, I can suggest stock libraries. If you'd like me to search for photographs for you, I can provide a separate quote for that. If you need images extensively edited on Photoshop I can provide a separate quote for that.

6.3 Copyright

You guarantee that all elements of text, images or other artwork you provide are either owned by your good selves, or that you've permission to use them.

Upon full and final payment, copyright will be automatically assigned as follows:

You'll own the visual elements that I create for this project. I'll give you source files and finished files and you should keep them somewhere safe as I'm not required to keep a copy. You own all elements of text, images and data you provided, unless someone else owns them.

I'll own the unique combination of these elements that constitutes a 'complete design' and I'll license that to you, exclusively and in perpetuity for this project only, unless we agree otherwise.

6.4 Accreditation

I love to show off my work and share what I've learned with other people, so I reserve the right to display and link to your project as part of my portfolio and to write about it on websites, in books and on magazine articles.

I reserve the right to display a hyperlink on your website crediting my part in its design and/or development.

If part of the project requires me sign a NDA then I will do so, and this part of the contract will be void.

Section 7: Website Specifications

7.1 HTML, CSS, PHP and Javascript

I deliver templates developed from HTML5 markup, CSS3 stylesheets for styling and unobtrusive Javascript for poly-fills, feature detection and behaviours. I write my websites in PHP to quicken the workflow and make future updates more efficient.

7.2 Browser Testing

Browser testing no longer means attempting to make a website look the same in browsers of different capabilities or on devices with different size screens. It does mean ensuring that a person's experience of a design should be appropriate to the capabilities of a browser or device.

I test my work in current versions of major desktop browsers including those made by Apple (Safari), Google (Chrome), Mozilla Firefox and Opera. I'll also test to ensure Microsoft Internet Explorer 9 for Windows users get an appropriate, possibly different, experience.

I won't test in other older browsers unless you specify otherwise. If you need an enhanced design for an older browser, I can provide a separate estimate for that.

7.3 Mobile Browser Testing

Testing popular small-screen devices is essential in ensuring that a person's experience of a design is appropriate to the capabilities of the device they're using. I test my work in:

iOS: Safari, Google Chrome and Opera Mini

Android 4.1: Google Chrome, Firefox and Opera Mini
Android 3.2: Browser, Firefox and Opera Mini

I currently don't test Blackberry OS or Blackberry QNX, Opera Mobile, Symbian or other mobile browsers. If you need me to test using these, I can provide a separate estimate for that.

Section 8: Technical Support & Hosting

8.1 Website Hosting

Unless agreed in the project proposal, I do not offer website hosting, email or other services relating to hosting.

If you are using a third party for domain names or hosting, I am able to login and make the basic installation of your site free of charge. Extra services will incur costs which will be transferred to the final bill. Such services include, but are not limited to:

- Website migration from host to host
- Email address setup on desktop, tablet and smart phone
- Troubleshooting server issues
- DNS, MX and A Records changes
- Domain transfers

Despite my technical knowledge, experience and knowhow with website hosting, I cannot be held accountable for any downtime, server errors, propagation errors or otherwise unforeseen incidents involving a third party hosting service. I can advise and, if necessary, speak on your behalf to a hosting site's support team.

If we agree that I will provide hosting for you, that will be written clearly, in writing, voiding this section of the terms and conditions.

8.2 Website Maintenance

Once your website has launched, it is your responsibility to ensure that plugins, frameworks and CMS software are kept up to date. A user account will be made especially for you to login and make these routine changes.

I am happy to provide website maintenance as a separately billed service after the initial project has launched. If so, this will be agreed in writing in a self-contained agreement.

8.3 Data Protection

It is your responsibility to keep passwords and user-sensitive data secure. If your website contains or transmits sensitive information, you should register for an appropriate SSL certificate and ensure your site shows the https:// signal in the browser.

Section 9: Third Party Services

I am happy to work with and customise third party themes, applications, plugins and software. Such services include premium Wordpress themes, plugins, newsletter software, content delivery networks.

Please note that while these are adaptable, there may be instances where elements cannot be edited, or problems with the theme prohibit us from reaching a desired outcome. I am not liable for bugs or errors that are the result of third party software. Although I am happy to investigate and, where possible, fix these bugs, the time spent on these tasks will be billed at my usual hourly rate.

Section 10: Legal

I can't guarantee that my work will be error-free and so cannot be liable to you, your company or any third-party for damages, including lost savings, lost profits or other consequential, incidental or special damages, even if you've advised me of them.

Finally, if any provision of these terms shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from the working contract and shall not affect the validity and enforceability of any remaining provisions.