

input for color

Terms and Conditions of Business for Bespoke Contract

For the purposes of these terms and conditions the name inputforcolor has been reduced to the term 'ifc' which will be used forthwith and throughout this document. Prospective and actual customers of ifc are hereafter referred to as 'the client'.

PLEASE NOTE _ Payment to ifc of the agreed deposit implies that the Terms and Conditions of this contract have been read and understood by the client.

Any questions the client may have concerning this contract should be discussed prior to payment.

Client or Business Name _

Domain Name (proposed or actual) _

Fee (total and deposit) _

Proposed Build Completion Date _

Website Description _

Contract Details _

Notes including Antecedents _

PAYMENT AND OWNERSHIP (website and domain name)

Payment for a bespoke contract covers all details specifically listed in the 'Contract Details' and 'Notes including Antecedents' at the start of this document. The agreed deposit must be paid for work to begin and is non-refundable. The date of payment of the deposit is considered to be the start date of the contract.

Final payment is due immediately after completion of the website design and within 24 hours of the launch of the client's site onto the web. The client accepts that there are no changes to this condition and agrees to prioritise their own efforts to complete payment for the website.

The client will be notified in advance of any extra costs that might be incurred due to client-specified requirements and these costs and the timing of their payment will be agreed by both parties prior to such requirements being implemented.

The website as constituted by the generated source code, design documents (graphics

and animations files) remains the property of ifc until payment is received in full. All files provided by the client for use in the actual website design and uploaded content remain the property of the client.

ifc will place a small text link in not more than two places on the client's website which either refer or link directly to inputforcolor.net. for the purposes of advertising ifc services. These locations will be agreed upon during the design phase of the project. Should the client prefer not to have a link to ifc on their website a fee shall be paid to ifc in respect of loss of advertising and potential earnings.

Once full payment is received and the website has been 'launched', it is assumed that the project has been completed to the client's satisfaction and therefore no refunds can be offered. Maintenance of the website after launch shall be according to prior agreement and / or the purchase of the relevant package offered by ifc.

In the event that ifc invoices remain unpaid for longer than 60 days, ifc reserves the right to withdraw any and all elements of the website that ifc deems 'unpaid for'; these withdrawals will be carried out regardless of any detrimental effect that their absence makes to the overall appearance and correct functioning of the website. The client will be informed prior to this action occurring, in an effort to resolve the situation without resorting to such methods.

If a client continues to pay invoices later than 30 days after invoicing then ifc reserves the right to adjust its business practices with the client to a requirement for all payments to be made PRIOR to further updates being carried out.

Whilst ifc may assist in the selection of third-party products and / or the negotiation of third-party services, any and all payments for these amenities are the sole responsibility of the client. (*See Notes 1, 2 & 3*)

CODING AND DESIGN (website and pages)

All design work is carried out based on preliminary graphics either supplied by the client or created by ifc. It should be understood that coding and build requirements are likely to cause some necessary changes, and therefore that such designs are not 'final' or binding. Whilst ifc undertakes to do everything possible to ensure uniformity of website presentation across all web browsers and operating systems, the client accepts that due to the variety of systems, some minor differences in display of the website are inevitable.

The client agrees to make available to ifc any and all files (photographic or text

documents) that are required to complete the site/project to the agreed standard and within the set deadline. The client guarantees that all materials provided to ifc are wholly owned by the client and do not infringe any copyrights. This includes all images, copy and other media. ifc will not be responsible for material supplied by the client that does not conform to these specifications.

Payment for any third-party stock photos etc used in the design is the responsibility of the client.

A set of proposed designs will be made available at inputforcolor.net for the client to view and discuss prior to finalization of the design and coding. It is the responsibility of the client to view these designs and respond to them directly.

The client accepts liability for payment of work done to effect any later changes to an agreed design, which are not covered for in the original agreement.

ifc reserves the right to effect any changes to the website source code that are deemed necessary to maintain or upgrade the website with respect to advances in web-technology, web security and / or new developments pertaining to ifc skillset.

Whilst the coded page files are effectively the property of the client the source code created by ifc remains 'intellectual' property of ifc throughout the duration of the agreed contract. As such source code cannot be altered in any respect without the express agreement of ifc prior to changes being implemented. In the event that alterations to source code are carried out without previous agreement, ifc reserves the right to withdraw permission for continued use of ifc source code and to terminate the contract covered by this document without further warning.

In respect of artwork created by ifc; this work is sold to the client for specific use on the website and in the manner and format in which it was originally uploaded. However, the artwork itself, unless previously agreed and arranged with the client, remains the intellectual property of ifc. Therefore, any use of ifc web artwork for offline media (eg. the printing of flyers etc) must be agreed and arranged with ifc prior to said usage.

Original files belonging to the client that are intended for website content must be provided in a format agreed between the client and ifc. Such content must have been edited, spell-checked and proof-read by the client prior to provision. (*see Note 4*)

CONSTRUCTION AND LAUNCH (time and delays)

The length of time taken to produce a website largely depends upon its size and complexity, as well as the availability of the client to review/discuss the progress of the site within a reasonable time of being asked to. Under normal circumstances ifc expects to have a website in the final stages of completion and at pre-launch status approximately 5 days prior to the agreed date of finish. This space between completion and launch is reserved for the client to find the time to observe and provide input for any alterations deemed necessary. (*See Note 5*)

By entering into an agreement with ifc the client accepts that progress towards website completion cannot be achieved without their own active participation, and further, that excessive delays in the construction process for which the client is responsible may result in a cost overrun.

ifc will not accept responsibility for delays that are attributable to the client, either in respect of their availability for discussion or their inability to finalise design decisions.

Cost overruns which are caused by the client will be discussed and paid PRIOR to the late completion of the website.

In cases where the client has a specific deadline that must be met; this must be stated clearly and accurately by the client prior to work beginning and this date will be acknowledged in the contract. ifc will not be liable for costs incurred, compensation or loss of earnings due to the failure to meet deadlines that have not been discussed and agreed in the manner described.

UPDATES AND MAINTENANCE (customer care)

ifc provides an update service to customer's websites of up to three hours work per month, in accordance with the original package purchased by the client. ifc endeavours to update client websites as soon as possible, however large updates need to be planned for and scheduled by BOTH parties and also agreed in advance.

ifc will make the best attempt to remind the client of a scheduled update in a timely manner. In turn the client recognises that late updates and out-of-date displays reflect poorly on the business and professionalism of BOTH parties, and therefore ifc has a right to protect its own professional standing by making whatever changes are deemed necessary to the client's website, to preserve the reputation of both parties.

Extra upgrades or excessive changes (e.g. adding a new page or major feature) that result in work times which are clearly in excess of the originally agreed maintenance allowance will be charged at an hourly rate not exceeding the basic minimum wage set

out by UK legislation. All such charges will be estimated and agreed prior to the work being carried out. An invoice will be issued for payment of this extra service and should be paid by the client in arrears for the previous month's work, on the first day of the following month.

PRIVACY POLICY (GDPR client details contact forms emails and passwords)

ifc conforms with all recommendations and requirements set out in EU GDPR legislation and provided by the UK Information Commissioners Office, pertaining to the privacy of client details. As part of these recommendations, ifc hereby informs the client that records and details of clients are kept for business purposes only, such as invoicing and contacting regarding new services. ifc undertakes to not pass information on to any third party, except with the client's express permission. Further details concerning data protection can be found on the ICO website at: <https://ico.org.uk/>

ifc will keep a record of password access to the front-end of the website and to ftp* access for the purposes of updating the website content that will be available to the client upon request. The password for main access shall not be given to any third-party and the client has a responsibility to protect said password.

In the event that a contact form is created for the website ifc will create / use validation from Google in the form of a 'reCaptcha' application. The acquisition of relevant passwords for reCaptcha will require the client's participation. Alternative contact form security methods are available and can be installed should the client express a preference to reCaptcha. Under normal circumstances a copy of messages to the client from the contact form will be sent to an ifc email address as well, purely for maintenance purposes. This helps to ensure that the form is maintained and functional and not being targeted or hacked, thereby providing an extra measure of security for the client. The content of messages to the client are not read, nor is their privacy compromised in any way, and the email copy that ifc receives is deleted promptly. In the event that the client decides not to include an ifc address as an extra message recipient then the client will acknowledge that maintenance and security of the contact form are no longer the direct responsibility of ifc.

During the construction period ifc can set up email facilities for the client upon request. When completion of all outstanding payments has been made ifc hands over any passwords created for email access to the client. ifc will remind the client that said passwords are still 'shared' and are therefore insecure and will simultaneously and strongly recommend that the client change their email password shortly after receiving them. Whilst ifc undertakes not to access email addresses after they have been setup

ifc does not accept any responsibility for a breach of privacy caused by the client in respect of failure to change their email access password(s) as they have been advised to do.

THIRD PARTY ISSUES (web-hosts and search engines)

ifc will not be liable for any costs incurred, compensation or loss of earnings due to the unavailability of the site, its servers, software or any material provided by a third-party, including the web-host.

Due to external factors, such as changes to the way search engines rank websites, ifc cannot offer absolute guarantees regarding the position or ranking that ifc will strive to achieve for the client's website(s) in search engines. Whilst every effort is made to ensure maximum SEO (Search Engine Optimization) ifc does not accept liability for any change in rankings, or drop off in the position of the client's website due to changes in the algorithms of the search engines or other factors that a third-party might use to rank websites.

WEB ETHICS (respect for and protection of other businesses & internet users)

ifc is an ethical business first and foremost, and considers its 'duty of care' for all internet users to be paramount to any other concerns, and operates all of its business functions accordingly. As such ifc will not undertake any practices which may harm web users, such as the embedding of malware etc. Nor will ifc undertake to deceive other web-users with false naming or advertising or the implementation and use of scripts or third-party software that might adversely affect potential customers of the client and/or other businesses close to the client's geographical location.

Should such concerns arise ifc will contact the client to request an urgent clarification of the client's intent. In the event that such a request is not responded to and / or similar activities or requests by the client are persistent and continuous ifc reserves the right to terminate this agreement without further notice.

Notes on Terms and Conditions of Business

Note 1 _ Domains are normally registered for 1 year and the client must inform ifc in a timely manner in the event that they do not want the domain renewed. Renewal / cancellation of a web-hosting contract normally takes place approximately 6 weeks prior to the present contract running out. It is the responsibility

of the client to respond to emails and invoices sent to them by the web-hosting company.

Note 2 _ ifc is not responsible for any changes to business arrangements that may be made by outside organizations for the regulation of domain names and the internet in general. ifc undertakes to inform the client of such changes if/when ifc is made aware of them and if/when such changes appear relevant to the client. It should be understood that the hosting of webspace is not the responsibility of ifc; nor do the business practices of the web-hosting company fall under the remit of ifc. Therefore, and in the event that the client chooses to terminate the hosting of web space, the client will be required to pay any cancellation fees that the web-hosting company deems are rightfully owed. Whilst ifc may provide assistance in any direct communications between the client and the web-hosting company, any negotiations concerning such fees or the outcome thereof, are not the responsibility of ifc.

Note 3 _ To find out more about your domain name and the Internet rules which it is governed by you must do a web-search based upon the domain name extension. For .com and .net addresses the best place to start is: <https://www.icann.org/> _ For all extensions ending in .uk (i.e. .co.uk .org.uk) please visit <https://www.nominet.uk/uk-domains/policies/policies-rules/> For a general explanation of domain names and domain name registration visit: https://en.wikipedia.org/wiki/Domain_name_registrar

Note 4 _ ifc can offer an additional service of editing originals in most picture or text formats and the costs of specific editing shall be agreed prior to such work being done carried out. After the files have been uploaded to the website small changes can be made normally without costs being incurred.

Note 5 _ Whilst the 'design & build' packages offered by ifc are in respect of a 3 - 4 page site that includes content a web-visitor would expect to find on a 'standard' site, bespoke websites are subject to the agreement made between the client and ifc. Although ifc commits to doing everything possible to meet the completion date agreed with the client it should be understood that said date is only a close approximation of completion and may be subject to change. The client will be informed of any changes that may need to be made.

**ftp _ file transfer protocol*