



Function Design Ltd  
Terms and Conditions

# Terms and Conditions

## Project Plan

The Project Plan contains a written specification of work to be completed, deliverables, anticipated timings and charges. It is the responsibility of the Customer to ensure that the Project Plan is in accordance with their requirements. Only work which has been specified in the final agreed Project Plan will be carried out. Any additions, clarifications, or other changes to the Project Plan must be agreed by both parties in writing.

## Browser testing

Unless otherwise stated we will test our software in:

- Desktop
  - Maximised in 1366x768, 1920x1080 and 1440x900 screen resolutions
    - Mac OS High Sierra:
      - The latest stable versions of Chrome, Firefox and Safari
    - Windows 10:
      - The latest stable versions of Chrome, Firefox and Edge
- Tablet
  - Apple iPad Pro at landscape and portrait orientations
- Mobile
  - Apple iPhone 7, Safari, at portrait orientation

## Hosting and maintenance

We may have to take your site offline without warning for urgent maintenance or if it poses a security risk to our systems or clients.

## Payment terms

All charges are listed exclusive of VAT.

Unless otherwise stated, we shall issue VAT invoices at the following milestones:

- 30% of the total budget as a non-refundable deposit prior to starting work.
- 20% on graphic designs being signed off
- 20% on completion of front-end development
- 20% on completion of site build
- The balance on site launch

Where additional costs have been incurred, we will add them to the next invoice.

Our payment terms are due on receipt. We reserve the right to issue a late payment fee and charge interest on late payments at the rate of 4% per annum above the base rate for the time being of Barclays Bank Plc. Such interest shall accrue on a daily basis and be compounded quarterly. We reserve the right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998.

When there are overdue invoices, we reserve the right to discontinue any further work until the balance is cleared.

Late payments may result in cancellation of the project and/or delay the project schedule. Such a delay will be the sole responsibility of the customer.

#### **Website hosting payment terms**

In addition to the above: Should a website hosting invoice be outstanding, we reserve the right to remove your data from our server (rendering your website / software inaccessible) until payment is made in full.

## **Customer responsibilities**

Our ability to provide services is dependent upon your full and timely co-operation and any information and data you provide us.

You must provide us with access to, and use of, all information, data and documentation reasonably required to meet our obligations and you shall be responsible for the accuracy and completeness of that information.

Following a reasonable request for information, if you have failed to provide the us with any of information which means we are unable to progress the development of the Site without the your cooperation, we reserve the right to raise an invoice for our time and expenses to date and to either

1. cancel the project. In this case we will provide you with access to the work that has been paid for in full and any further work must be undertaken with a new agreement.
2. hold any further work until such time as the information required to progress the work has been received.

## Revisions and amendments

Unless stated otherwise we will make up to two rounds of revision on the deliverables. Additional revisions will be charged separately at our hourly rate.

## Content insertion

Unless stated otherwise inserting content into the website or other online deliverables, is the responsibility of the customer.

## Warranty

Whilst every effort is made to make sure the site is error free, we cannot guarantee that the display or functionality of the site will be uninterrupted or error free. If errors are found in services we have provided then we can correct these errors free of charge for a period of 3 months after acceptance of the site. After the 3-month period, we reserve the right to quote separately for any work involved in correcting an error.

The warranty shall not apply to the extent that any failure of the site to perform substantially is caused by any materials, error or omission by the customer.

## Third party products and open source software

We often use third party products and open source software in the provision of our services (e.g. Wordpress, Drupal). While we will endeavour to assist with any problems arising from these products we will not be liable for any defect in or for repair of them.

## Code of conduct

We will always communicate with you in a professional manner and expect clients to communicate with us in the same way.

Threatening and abusive language or behaviour, written or otherwise, may result in the project being cancelled with immediate effect, and all costs incurred to that point will become payable.

## What we do not do

We are website designers and builders – our expertise is in creating online tools and sites.

This is not the same as being IT experts: While we are happy to point you towards people who can help you with your email client set-up, wireless network set-up, computer software and so on – please be aware that this

is not our field of expertise and so we're not able to resolve these kinds of problems for you.

## If you're not happy

If at any point you have serious reservations about the project or our work, please communicate them as soon as possible.

The earlier we are informed of problems, the more chance we will have of resolving them to the satisfaction of everyone.

In the unlikely event that either party decide that we cannot continue to work together, you will pay for all the work completed to date.

Should either party decide to end the project, we will endeavour find a mutually agreeable settlement regarding any outstanding payments, however ultimately we retain the right to withdraw access to our work until it has been paid for in full.

## Intellectual property rights

The software and code that we design and develop is our Intellectual Property. Upon receipt of full payment we grant you a non-exclusive licence of such Intellectual Property Rights for the purpose of operating the site.

## Site content

It is your responsibility to insert content into the site using the software that we put in place. We may insert placeholder content and materials into the site as part of the development process.

If you are providing content for us to put onto your website, it must be provided in a format that we have agreed with previously. Time spent cleaning up or formatting content prior to insertion into the website will be charged at our hourly rate.

You will ensure that any materials and content you provide do not infringe any applicable laws, regulations or third party rights.

We will be permitted to include the statement “Designed by Function Design” hyperlinked to our business web domain on the home page of the Site in a form to be agreed.