



# Dorset Tech

## WEBSITE / APP CONTRACT

### **THIS GENERAL SERVICE AGREEMENT (The “Agreement”)**

At Dorset Tech, we pride ourselves in doing our best to meet defined goals and fulfill your design-related needs, but it is necessary to ensure that a few things are outlined on paper should any unforeseen questions or issues arise. In this contract you won't find complicated legal terms or large passages of confusing text.

We wish to maintain clarity and want you to know exactly what you are signing.

### **AGREEMENT**

I am hiring Dorset Tech Ltd to design and develop a website/app for the total estimated price shown and that will include an amount of hours of work listed. I acknowledge that the price I receive is based on an assessment of the information I have provided to Dorset Tech on the date of the contract and is only an estimate. I further acknowledge that if additional work not documented in the attached Statement of Work is needed, such as additional amend requests, the cost will be impacted. Dorset Tech will provide a monthly update on hours used and re-estimate if there is considerable scope creep. I will have the opportunity to review this revised estimate prior to Dorset Tech moving forward.

### **WHAT DO BOTH PARTIES AGREE TO DO?**

As our client, you have the power to enter into this contract on behalf of your company or organization.

You agree to provide us with everything necessary to complete the project including logo, text, images, link(s) to social media, hosting credentials and any other information we request as we need it, and in the format we require. We wish to avoid any delays. Deadlines work both ways and you as well will be bound by any dates/timelines that we set forth. You also agree to adhere to the payment schedule outlined in this agreement.

We have the experience and ability to perform the requested services and will carry out our work in a professional and timely manner. We cannot be held responsible for a missed website launch date or deadline if you've not provided all content and/or revisions on time.

### **TIMELINE**

The time required to complete your website/app varies on the complexity and is anything from 3 weeks to a year. To discuss your exact timeline, please speak to your project manager, or check Zoho Projects. We will commence the work after we have received a signed contract and the non-refundable initial deposit of 25%. Please also keep in mind that we rely on you and your team to provide us with the necessary assets (including but not limited to website text, photos, social media, products, pricing, etc.), and approvals in order for us to work on your website, and to avoid impacting your website launch date.

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## ERROR REVIEW

We provide you with a 7-day window from the date of website migration to your hosting for error review. This does not include new website revisions, but errors that may have occurred during migration. It is your responsibility as the client to review your website during this time and point out any errors to be corrected. Any error that you find after the 7 days, will be charged at our hourly rate.

## MIGRATION OF WEBSITE

Once the project deliverables have been approved, we require full payment of your project's remaining balance before migrating your website onto your hosting. From the time the website is completed and ready for launch, you have a maximum of 30 days to provide us with your hosting and domain information. If that information is not provided, you will need to pay for the hosting of the site or the site will be taken down. Extensions can be provided upon written request.

## RECOMMENDED HOSTING

We recommend the following hosts (specific packages are outlined), to ensure that you have a smooth migration experience and ensure no additional billable time. As the client, you're responsible for the management and maintenance of your hosting and domain at all times. All hosting/domain packages must be paid to the hosting company of your choosing.

### Hero Host

1. Hero Host Value - For small / basic sites.
2. Hero Host Bronze - For small ecommerce or medium sites.
3. Hero Host Silver / Gold - For larger sites or higher traffic.

### Ionos

1. Managed Wordpress
2. Managed Ecommerce

NB: Ionos do not include maintenance so Hero Host is our preferred partner.

## BROWSER FUNCTIONALITY

All of our websites are tested for functionality on current Safari, Chrome, Edge, Opera GX & Firefox internet browsers. We do not guarantee that your website will look exactly the same on every device and may appear differently due to varying screen resolutions and aspect ratios.

## ADDITIONS

Please review the Statement of Work and if you have any additional feature requests, changes in tasks, changes in deliverables or any scope modifications, beyond what was agreed and signed off on in the original Statement of Work, additional billable time will be incurred to you as the client at our hourly rate.

## REVISIONS

The price estimate includes time for revisions, and that will not exceed 10% of the total budget of web development time mentioned. Should you request additional revisions beyond what is included, or that exceed the allocated time, you will be billed at the same hourly rate. Where possible we will try to warn you when you are getting low on amend budget time.

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## STATEMENT OF WORK

We've prepared the budget plan based on everything that we have discussed, including any correspondence via email, in-person, or phone calls. The breakdown is outlined in the Statement of Work document which includes the scope of work, project objectives, tasks, deliverables, certain terms, conditions and requirements as well as payment of the project. We are only responsible for the items outlined in the Statement of Work. Items not included in the Statement of Work are not part of the project nor have they been included in the quoted cost.

## ALLOWANCES

You're responsible for the cost of any outside paid assets. This is included but not limited to hosting, domains, third party plugins, stock images, and premium fonts. In addition, we cannot be held liable for the functionality of third party plugin or software, recommended or otherwise.

## EXCLUSIVE DESIGN CREDIT

We're proud of our work and reserve the right to apply the text "Designed by Dorset Tech" on your website. Should you wish to remove the credit, a fee of £150 applies. Removal of our name does not mean surrendering our design credit to any other party. Without our expressed consent, you agree that "Designed by Dorset Tech" will be visibly displayed on your site acknowledging design credit.

## PAYMENT SCHEDULE

Like a parking ticket, this agreement is non-transferable and non-refundable. The initial deposit does not constitute a credit, and therefore cannot be used towards our other services. You are accountable for the full balance of work to date whether you decide to complete the project or not. Our standard terms are 25% Upfront (half deposit), 25% once designs have been signed off (half deposit), 25% when the development link has been sent and the balance when the site goes live. If the project has been in a "Waiting for Customer" or "Customer Amends" state for 30 days then the project will be invoiced to date. If you require an extension, please contact us. Archive projects (6 weeks of no customer progression) are invoiced to date and removed from the development server. If a project is removed completely from the development server then additional costs will be incurred restoring it.

## LIABILITY

Dorset Tech will do everything possible to build you an amazing website, but we accept no liability for our sales, revenue, and / or the success of your website / business directly, indirectly, or consequentially.

**This contract is a legally binding document, and cannot be renewed. If for some reason one part of this contract becomes invalid or unenforceable, the remaining parts of it remain in place.**