



# **Ignite Ltd**

# **Terms of Service**

## Our Agreement

This document and the accompanying proposal sets out the agreement between us, Ignite Ltd, and you, the client. The services you are hiring us to provide, and the price are as outlined in our proposal.

We will always do our best to fulfil your needs and meet your expectations, but it is important to have things written down. This is so we both understand who should do what and when; and what will happen in the event of a disagreement, if any.

## What Do Both Parties Agree To

You, The Client –

- You have the authority to enter into this contract on behalf of yourself, your company and/or your organisation.
- You will give us the information and assets – content, copy, images, video files, etc. – we request to complete the project.
- You'll be responsible for the accuracy and lawfulness of the material you give us.
- You'll provide this in the formats we ask for and in a timely enough manner to allow us to complete the project as agreed.
- You'll review our work, provide feedback and approval by signing off in writing if and when requested, in a timely manner. Deadlines work both ways. You will also be bound by dates we set together.
- You agree to stick to the payment schedule set out in the proposal.

Us, Ignite Ltd –

- We have the experience & ability to do everything we've agreed upon with you & we will do so in a professional & timely manner.
- We will endeavour to meet every deadline that we have agreed upon.

## Our Timescales

Unless agreed separately, our project will include an estimated timescale for the work we have proposed carrying out. This is subject to all required information being provided by you as required in a timely manner, as outlined above. We would usually define this as five working days from request of assets, or receipt of feedback, but this may vary from project to project. It is usually outlined in any proposal documentation we provide.

Should Ignite Ltd be unable to obtain required information – for instance; brand assets, imagery, copy or sign-offs – for a period of more than twenty working days, your project may be placed on hold to allow us to meet other ongoing commitments. We will notify you if we don't hear from you after ten working days, and again if the project is placed on hold at any time after this deadline.

A project being placed on hold means that it may take more time before we are able to pick the work up again, & may also incur further costs from administration & time taken to restart the project. We do not charge a specific admin fee for placing a project on or off hold.

## Contingencies

Your project estimate & cost specification may include a suggested contingency fund as part of the project costs. This will enable us to cover overruns & work outside of the specification if required.

We will always notify you in advance if your project reaches the budgeted number of hours or a request falls outside of the scope of development & will only ever use this budget with prior agreement.

If a contingency is required & approved during the course of project delivery, we will submit an invoice any additional contingency budget on completion & sign-off of the project unless an alternative arrangement is agreed separately.

## Confidentiality

We both agree not to disclose any confidential information & will take reasonable steps to ensure that our employees & anyone else involved in the project keep confidential information confidential. Confidential information means information relating to our business or your business that is not already in the public domain, such as trade secrets, terms of contracts, inventions, designs, pricing, accounts, financial reports, employee, customer & supplier details, & any documents marked "confidential".

We both agree that information we provide each other for the project is only to be used for that purpose.

Any information stored by Ignite Ltd is stored under the EU General Data Protection Regulation (GDPR) agreement.

Please let us know if you require a Non-Disclosure Agreement to be signed prior to beginning work on your project.

## Design

We will seek a sign-off during the design stage before moving onto the website design or print. We create look and feel designs with flexible layouts which adapt to the capabilities of many devices and screen sizes. We create static visuals for desktop and, if agreed, mobile designs – which you will be asked to sign-off before your project moves to the build stage. You will have opportunities to review our work and provide feedback. We use Adobe XD for previewing work, and Adobe Photoshop, Illustrator, InDesign and Canva for print and branding design.

Once designs are approved and signed off, it becomes more time consuming and/or difficult and ultimately more costly for you to make changes. We will supply estimates and costs for any additional work requested prior to carrying this out.

If you do not sign-off a stage, we reserve the right not to proceed to the next stage until your written approval is received.

We reserve the right to reuse elements of any design work from project to project. When we are commissioned to provide a bespoke design service, we will always use our discretion to ensure that designs are recognisable as being unique to your brand.

For graphic design work, we provide completed files in industry-standard formats (PDF/PNG/JPG, etc). We do not supply source files such as InDesign, XD, or similar files, unless agreed in writing as part of the project. In most cases, the cost for full ownership of source files will be 2 times the cost of time spent on design, in line with industry standard practise.

## Changes and Revisions

If you request changes after sign-off this may incur additional charges. If you request changes or add anything new, we'll provide a separate estimate for this additional time on request. If, at any stage, you terminate this contract then, separate from any liability for hosting, you will pay us in full for work carried out until that point and any unavoidable costs or outlays we have incurred, or will incur, on your behalf despite termination of the Contract.

## Copy

Unless agreed separately, we are not responsible for inputting text or images into your content management system or creating every page on your website after project is completed.

In cases where we are inputting copy on your behalf, this should be supplied electronically, ideally in Word (.doc/.docx), Plain Text (.txt/.rtf) or Google Docs format. Copy supplied handwritten or in any format that needs to be typed up will be done so at our standard hourly rates, as set out in our Proposal, if required.

We provide professional copywriting and editing services, so if you'd like us to create new content or input content for you, we can provide a separate estimate for that.

Training is normally provided prior to launching your new website, if included in our Proposal, allowing you to input and manage your own content on an ongoing basis.

It is your responsibility to ensure that you have the appropriate licences and rights for all copy supplied and used on your website.

## Graphics, Photography, Videos & Audio

You, as the client, should supply graphic files in an editable, vector, digital format – PDF, Ai, EPS, or PSD formats are ideal. You should supply photographs in a high-resolution digital format as JPG or PNG files. If you choose to use stock photography, video, or audio, we can recommend stock libraries. If you'd like us to search and select photographs for you, we can provide this as a separate chargeable service. Stock libraries retain copyright and charges are for one time use only unless otherwise agreed in writing.

If we instruct a photographer or illustrator on your behalf, they will retain copyright in their work and the charge is for one time use only unless otherwise agreed in writing.

It is your responsibility to ensure that you have appropriate licenses and rights for all images used on your website.

## Our Code & Framework

We deliver websites developed on our WordPress development framework. We use HTML, PHP, Elementor Page Builder, and MySQL for database development, CSS stylesheets for styling and animation, and JavaScript for client-side features and functionality. By entering into the contract, you agree to the use of our framework for this project. This includes any updates to your site, by us or third parties – so you can allow an internal developer to change the way the system works without breaching copyright. This contract forbids transfer or re-use of our framework; you will have to purchase a new licence if you wish to do this.

Copying or editing any part of the code which makes up your website is also forbidden as is re-using any part of our code as the basis for another system. Doing this is in breach of our licence agreement, and may lead to suspension of services and recovery from you of any resulting costs.

We reserve the right to reuse code elements from project to project. When we're commissioned to provide a customer-facing bespoke development service, we'll always use our discretion to ensure that front end elements are recognisable and distinct to your brand.

## Testing

Our testing will ensure that a person's experience of a design and build is appropriate to the capabilities of a browser or device, subject to the following below –

We test our work on current versions of major desktop browsers – Google Chrome, Microsoft Edge & Internet Explorer, Mozilla Firefox and Apple Safari. We won't test in other or older browsers unless we separately agreed in writing.

Mobile browser testing using popular smaller 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, subject to the

following – We test our design in Safari, Chrome and Firefox on iOS and Android. If you need us to test on other devices such as Blackberry, Opera Mini or any other specific Android devices we separately agreed in writing.

## Hosting

When we build your website, we'll set you up with a Hosting Account on our GURU UK Server. While development takes place, there will be no charge for this unless you require a temporary holding page put in place (i.e. a page that is publicly viewable on your chose domain name).

Hosting is a monthly rolling contract that automatically renews unless effectively terminated. The monthly fee is payable in advance and once the live hosting account has been set up – usually once either a holding page or your development has been cross platform tested – we will set up a monthly recurring invoice which covers the subsequent months hosting.

If you do not want us to renew your Hosting Account you must notify us in writing giving us 30 days' notice. In the absence of such notice your Hosting Account will continue for another month and cannot be cancelled nor refunded. There are no partial refunds available for accounts which are cancelled part way through the month.

Our managed and supported Hosting Packages include regular on and off-site backup's services, essential server maintenance and security. If we're made aware of a security update which specifically affects your website, we will update this for you.

However, if your website has an issue which is not our fault, we will charge for the time it takes to restore the damage at our standard hourly rates. Examples of this include below:

- Security breaches due to insecure passwords or third-party plugin installation.
- Accidental content deletion
- Internal sabotage

Our Shared Hosting Packages include 14 day snapshot backups, with rolling backups over up to six months.

If you wish to transfer out a Hosting Account and have effectively terminated it with no outstanding invoices due to us, we will cooperate with you to make this transition. We can provide archive backups and transfer domain names to assist with moving your website across to its new home. There may be an administration cost for certain websites or cases where we will render a fee to cover our time, which we will advise you of in advance.

If a project in development is delayed by the client, we may charge a hosting fee to cover the cost of the development hosting account. We'll notify you of this in advance.

## Domain Names

Any domain names registered by Ignite Ltd on your behalf will be done so in the client's name, and will be transferred to a domain name registration provider of your designation upon request. If you wish to transfer your domain name to another provider, all that we ask is that any outstanding invoices and renewal fees are settled in full prior to the transfer. Whilst we don't charge an administration fee to transfer your domain name out to another provider, we are not responsible for any charges or fees levied by your new provider, e.g. some domain name providers charge for incoming transfers. These fees are the client's responsibility.

## Search Engine Optimisation (SEO)

We do not guarantee any improvement to a search engine ranking, nor can we promise to get a website higher up to the 'Top of Google Page'. This is because Google and other search engines themselves control this. We will build your website in a way that is accessible to search engines.

Our standard sign-off process includes ensuring that tracking codes for both Google Analytics and Search Console tools are in place. Where at all possible, this will be set up using a Google Account in your name, not ours – this will allow you full, unrestricted access to your tracking data.

Unless otherwise agreed in writing, Ignite Ltd built WordPress websites have the following SEO features as standard:

- XML Sitemaps, which is usually powered by Yoast SEO, a trusted third party SEO plugin
- Editable URL's, Page Titles, Header Tags and Meta Descriptions
- Protection against duplicate URL's
- Standard and clear URL's – such as [www.yourdomain.com/about-us](http://www.yourdomain.com/about-us), that are easy for both users and search engines to read and understand.

## Liability

We will carry out our work in accordance with industry practice and at the standard expected from a suitably trained person with the relevant experience. That said, we cannot guarantee that our work will be error-free, and we cannot be liable to you or any third-party for damages, including lost profits, lost savings or other incidental, consequential or special damages, even if you've advised us to them.

You will have 14 days from the date we make the website available to you for checking to report any issues regarding design, content, copy or functionality. Any issues reported within this period may be chargeable if they amount to a variation, addition or correction to material you provided to us. Any such issues we are asked to address after this or after the date of the Website launch may be chargeable.

## Intellectual Property Rights

"Intellectual Property Rights" means all patents, rights to inventions, copyright (including rights in software) and related rights trademarks, service marks, get up and trade names, internet domain names, rights to goodwill or to sue for passing off, rights in design, database rights, rights in confidential information (including know-how) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or right to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which subsist or shall subsist now or in the future in any part of the world. You warrant that all elements of text, images or other artwork you provide are either owned by you or that you've permission to use them. When you provided text, images or other artwork to us, you agree to protect and indemnify us from any claim by a third party in respect of their Intellectual Property.

We warrant that all elements of the work we deliver to you are either owned by us or we've obtained permission to provide them to you. When we provide text, images or other artwork to you, we agree to protect and indemnify you from any claim by a third party in respect of their Intellectual Property unless the claim relates to the modification made by you or at your request to any material or software.

Provided you've paid for the work, and that this contract hasn't been terminated, we will transfer ownership of the website design to you and the visual elements we created for it, except as otherwise stated in this contract.

We'll give you source files and finished files for you to keep if requested as we're not required to keep a copy.

You will continue to own the intellectual property rights of text, images, site specification and data you provided, unless someone else owns them.

We'll own any intellectual property rights we've developed prior to, or separately, from this project which we've not agreed to transfer and which you've not paid for. We'll own the unique combination

of these elements that constitute a complete design and we'll license its use to you, exclusively and in perpetuity for this project only, unless we agree otherwise.

## Transferring Our Work

Provided you have paid all sums due and effectively terminated your Hosting Account contract with us, you're free to take work you have commissioned us to do to another provider, subject to the terms set up under 'Code' above. This might include, but is not limited to:

- Hosting your website elsewhere
- Having graphics we've designed printed by a third party
- Allowing an external IT agency to manage your email
- Allowing a marketing or PR agency your social accounts

If you wish to move your hosting of your website to another provider, we will provide an encrypted backup of your website and database following your written request. There may be a charge for this.

If you would like graphics to be printed by a third party, we'll supply Ai, PDF and other file formats as appropriate on request. There may be a charge for this.

If you would like an external agency to manage your email or social accounts, we'll supply the required credentials as required on receipt of a written request. There may be a charge for this.

## Sharing Our Work

Unless specifically agreed otherwise in writing, we reserve the right to display all aspects of our creative work, including sketches, work-in-progress designs and the completed project on our portfolio and in articles on websites, social networks, in magazine articles and in books.

## Payment

We issue invoices electronically and our payment terms are 25 days from the date on invoice.

All proposals are quoted in GBP (£) Sterling and, where appropriate, payments will be made at the equivalent conversion rate at the date the transfer is made. If you are based overseas or are paying in any currency other than GBP (£) Sterling, you agree to pay all charges associated with international transfers of funds.

The appropriate bank account details will be printed on our electronic invoice. We reserve the right to charge late payment compensation and compound interest on all overdue commercial debts at the rate of 8% per month or part of a month in line with UK Government guidelines.

We have the right to retain material produced for you until all outstanding invoices have been paid. In the event of non-payment we reserve the right to suspend further services, terminate the contract and suspend or remove your website.

## The Final Small Print

This agreement cannot be varied unless agreed in writing with Ignite Ltd Director.

We both agree that we will adhere to all relevant laws and regulations in relation to our activities under this contract and not cause the other to breach any relevant laws or regulations.

If for some reason any provision of this contract shall be unlawful, void or unenforceable then that provision shall be deemed severable from the contract and shall not affect the enforceability of the remaining terms.