



BOWLEY DESIGN

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bowleydesign.com

Terms of business

General conditions of working together

The following are Bowley Design Ltd's standard Terms of Business when entering into a project agreement with a client.

What we're both agreeing to do

You agree that you have the power and ability to commission us on behalf of your company or organisation. You agree to provide us with everything that we need to complete the project including text, images and other information as and when we need it, and in the format that we ask for. You agree to review our work, provide feedback and sign-off approval in a timely manner and be bound by any deadlines that we set together.

We have the experience and ability to perform the services you need from us and we will carry them out in a professional and timely manner. We will also maintain the confidentiality of any information that you give us.

Design work

We will create design concepts, and develop them through to completion if that is part of the project. The number of design concepts included is specified in the Estimate or Proposal, and you may make up to two rounds of reasonable revisions to a chosen concept. If by any chance you're not happy with the designs at any stage and wish to terminate the project, you must pay us in full for all of our work or materials incurred up to that point (unless covered by the deposit).

Content

We may be good writers but we're not responsible for writing or inputting any text content into your website or documents unless agreed. We're happy to help with this but it will be additional work at our Hourly Rate of £60+vat. Any photographs you wish to include need to be supplied in a high-res digital format. If you require stock photographs or graphics, please note that time spent searching for appropriate photographs will also be charged at our Hourly Rate.

Changes & revisions

We don't want to limit either your options or your opportunities to change your mind. However, the estimated project cost is based on the amount of time that we need to accomplish everything that you have told us you want to achieve. If you do want to change your mind, add extra pages or new functionality it's not a problem but you will be charged our Hourly Rate, unless we agree a separate fee for this work.

Website testing

We will test finished WordPress or HTML websites in the current versions of all major browsers including those made by Apple, Microsoft and Mozilla. Unless it is an agreed part of the project we will not optimise your website for display on old or abandoned browsers, or for better display and functionality on mobile/tablet devices other than iPhone and iPad. For Websites built on Rocketspark, this is their responsibility not ours.

General rates

All ad-hoc hourly support or design work is charged at our Hourly Rate of £60+vat. Any work that requires an immediate start (within 2 business days) will be charged at £90+vat.

Website support

We are not a website hosting company and so we do not offer or include technical support for website hosting, email or other services relating to website hosting. These are the responsibility of the hosting provider. It is not our responsibility to maintain backups or reinstate a hacked or broken website unless specified in an agreement. Also, we are not responsible for damage to the website caused by badly implemented updates by anyone other than our employees or contractors.

Privacy

We respect the EU's General Data Protection Regulations (GDPR) and are committed to compliance with the relevant aspects. Our Privacy Policy (www.bowleydesign.com/privacy) explains how we collect and treat any information you give us.

Legal notes

We can't guarantee that the functions contained in any completed website will always be error-free and so we can't be liable to you or any third party for damages, including lost profits, lost savings or other incidental, consequential or special damages arising out of the operation of or inability to operate this website and any other web pages, even if you have advised us of the possibilities of such damages.

You cannot transfer a project Estimate or Proposal to anyone else without our permission. If for some reason any part of these becomes invalid or unenforceable, the other parts remain in place.

You guarantee that any elements of text, graphics, photos, designs, trademarks, or other artwork that you provide us for inclusion in websites or publications are either owned by you, or that you have permission to use them.

Copyrights & Intellectual Property

On final payment, copyright for our work is assigned as follows. You own the Intellectual Property of any materials (graphics, logos, designs or other visual elements) that we create for



you for this project which forms part of the final or delivered work. Your intellectual property rights do not include any ideas, concepts or materials that we present but which do not form part of the final or delivered work. These will remain the property of Bowley Design.

We will give you a copy of all files if required, which you should store safely as we are not required to keep them or provide any source files that we used in making them. You also own the text content, photographs and other data you provided, unless someone else owns them.

We also need to show off our work to survive, so we reserve the right to display and link to your completed project as part of our portfolio and to write about the project on our blog. However, if you're uncomfortable with this we are happy to discuss it.

The service

We reserve the right to suspend our services and/or terminate a project Estimate or Proposal at any time.

We are under no liability if we should be unable to carry out any part of a project Estimate or Proposal for reasons beyond our control. If such a situation arises, you may (by written notice) terminate the project and pay us for work and materials incurred up to that point.

If you have any questions or concerns about these terms, please contact us:

hello@bowleydesign.com

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