



# Knights Terms and Conditions

Last updated: 17th March 2020

## Summary

We'll always do our best to fulfil your needs and meet your expectations, but it's important to have things written down so that we both know what's what, who should do what and when, and what will happen if something goes wrong. In this contract, you won't find any complicated legal terms or long passages of unreadable text. We've no desire to trick you into signing something that you might later regret. What we do want is what's best for both parties, now and in the future.

## So in short;

You, our client/company noted in your project proposal ("You") are hiring us Knights Digital ("We or Us") to deliver the project outlined in your proposal.

For the estimated total price as outlined in our previous correspondence.

## What do both parties agree to?

**You:** You have the authority to enter into this contract on behalf of yourself, your company or your organisation. You'll give us the assets and information we tell you we need to complete the project. You'll do this when we ask and provide it in the formats we ask for. You'll review our work, provide feedback and approval in a timely manner too. Deadlines work two ways, so you'll also be bound by dates we set together. You also agree to stick to the payment schedule set out in our previous correspondence.

**Us:** We have the experience and ability to do everything we've agreed with you and we'll do it all in a professional and timely manner. We'll endeavour to meet every deadline that's set and on top of that we'll maintain the confidentiality of everything you give us.



## Getting Down To The Details

### Design

We create look-and-feel designs, and flexible layouts that adapt to the capabilities of many devices and screen sizes. We create designs iteratively and use predominantly HTML and CSS so we won't waste time mocking up every template as a static visual. We may use visuals to indicate a creative direction (colour, texture and typography.) We call that 'atmosphere.'

You'll have plenty of opportunities to review our work and provide feedback. We'll either share a Dropbox, Google Drive folder, Github repository, development site or Basecamp project with you and we'll have regular, possibly even daily contact at some points in the project.

If, at any stage, you change your mind about what you want to be delivered and are not happy with the direction our work is taking you'll pay us in full for the time we've spent working with you until that point and terminate this contract if we can't come to a compromise.

### Text Content

Unless agreed in your proposal, we're not responsible for inputting text or images into your content management system or creating every page on your website. 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.

### Graphics and Photographs

You should supply graphic files in an editable, vector digital format. You should supply photographs in a high resolution digital format. If you choose to buy stock photographs, we can suggest stock libraries. If you'd like us to search for photographs for you, we can provide a separate estimate for that if we can't source free stock.

### HTML, CSS and JavaScript

We deliver web page types developed from HTML markup, CSS stylesheets for styling and unobtrusive JavaScript for feature detection, poly-fills and behaviours. We work with a variety of serverside languages that will run on most modern web hosting platforms.



## Browser Testing

Browser testing no longer means attempting to make a website look the same in browsers of different capabilities or on devices with different size screens. It does mean ensuring that a person's experience of a design should be appropriate to the capabilities of a browser or device.

We test our work in current versions of major desktop browsers including those made by Apple (Safari), Google (Chrome), Microsoft (Edge), Mozilla Firefox and Opera. We'll also test to ensure that people who use Microsoft Internet Explorer 11 for Windows get an appropriate experience. We won't test in other older browsers unless we agreed separately. If you need an enhanced design for an older browser, we can provide a separate estimate for that.

## Mobile Browser Testing

Mobile browser testing 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. We test our designs in:

iOS 9: Safari, Google Chrome. Android: Google Chrome on Android Emulator

We won't test in Blackberry, Opera Mini/Mobile, specific Android devices, Windows or other mobile browsers unless we agreed separately. If you need us to test using these, we can provide a separate estimate for that.

## Ongoing Technical Support

After the final signoff of your project, if you are not hosting with us following project deployment, we offer a discretionary 30 day grace period and where we'll fix any bugs that arise with our work providing we have confidence in your chosen hosting provider. We reserve the right to waive the grace period.

We also offer separate services for email or other services relating to hosting.

You may already have professional hosting and you might even manage that hosting in-house; if you do, great. If you don't, we do offer this as a service. Alternatively, we can assist you in setting up an account with one of our preferred hosting partners set up your site on their servers, plus any statistics software such as Google Analytics.

Once deployed, and after the discretionary day grace period, updates to, and management of that server and website will be up to you.



## Search Engine Optimisation (SEO)

We don't guarantee improvements to your website's search engine ranking, but the web pages that we develop are accessible to search engines and optimised to what we class as a high standard of SEO that we aren't managing. We do offer ongoing SEO as a service should you require ongoing assistance.

## Changes and Revisions

We don't want to limit your ability to change your mind. The price at the beginning of this contract is based on the number of weeks that we estimate we'll need to accomplish everything you've told us you want to achieve, but we're happy to be flexible. If you want to change your mind or add anything new, that won't be a problem as we'll provide a separate estimate for any additional time when we become aware of it.

## Marketing Advice

We will provide advice, guidance and suggested solutions to your marketing challenges. Including strategy, information architecture, content and audiences, however, we will always seek your final signoff in any of the above before publishing or going to print on any elements, as a legal requirement.

## Accounts With Third Party Services

Should it be required as part of our contract with you, we may need to set up accounts on third party websites. We reserve the right to maintain ownership of these accounts unless explicitly mentioned, or unless required to assign ownership to you as part of the terms of the third party platforms. Some accounts, such as Facebook Ad accounts, cannot be reassigned in-future. Where applicable, we always recommend setting up third party accounts directly, then granting us access through sharing protocols on these services where possible.

## Software Licenses

We may use third party software that requires additional licensing within your build, or monthly costs. If you are to move away from us as your web provider, we may need to source additional licensing at additional costs to you. We will make these clear in any agreements at the outset.



## Legal stuff

We'll carry out our work in accordance with good industry practice and at the standard expected from a suitably qualified person with relevant experience.

That said, we can't guarantee that our work or advice will 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, even if you've advised us of them.

Your liability to us will also be limited to the amount of fees payable under this contract and you won't be liable to us or any third-party for damages, including lost profits, lost savings or other incidental, consequential or special damages, even if we've advised you of them.

Finally, if any provision of this contract shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this contract and shall not affect the validity and enforceability of any remaining provisions.

## Intellectual Property Rights

Just to be clear, "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 designs, 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 rights 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.

First, you guarantee that all elements of text, images or other artwork you provide are either owned by your good selves, or that you've permission to use them. When you provide text, images or other artwork to us, you agree to protect us from any claim by a third party that we're using their intellectual property.

We guarantee 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 you from any claim by a third party that you're using their intellectual property. Provided you've paid for the work in full and that this contract hasn't been terminated, we'll assign all intellectual property rights to you as follows:

You'll own the website we design for you plus the visual elements that we create for it. We'll give you source files and finished files and you should keep them somewhere

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safe as we're not required to keep a copy. You own all 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 developed separately from this project and not paid for by you. We'll own the unique combination of these elements that constitutes a complete design and we'll license its use to you, exclusively and in perpetuity for this project only, unless we agree otherwise.

## **Displaying Our Work**

We love to show off our work, so 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, in magazine articles and in books, and across many other media formats we deem necessary to demonstrate our capability.

## **Payment Schedule**

We're sure you understand how important it is as a small business that you pay the invoices that we send you promptly. As we're also sure you'll want to stay friends, you agree to stick tight to the payment schedule outlined in your proposal.

We issue invoices electronically. Our payment terms are 14 days from the date of the invoice unless stated otherwise by BACS, Direct Debit, or Credit Card payment. All proposals are quoted in British Pounds and payments will be made at the equivalent conversion rate at the date the transfer is made.

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 interest on all overdue debts at the rate of 10% per month or part of a month.

Deposit invoice payments are due upon receipt, and unless otherwise agreed, we cannot confirm project schedules until we have received cleared payment.



## Complaints

In the rare event you encounter issues with our company, and wish to give rise to a formal complaint, these should be directed to [complaints@knightsdigital.org](mailto:complaints@knightsdigital.org). Complaints to other company addresses can not be tracked with the same detail as the above address, and may be missed by the management. Therefore, all formal complaints should be forwarded to the above address.

## Finally

Just like a parking ticket, neither of us can transfer this contract to anyone else without the other's permission.

We both agree that we'll 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.

This contract stays in place and need not be renewed. If for some reason one part of this contract becomes invalid or unenforceable, the remaining parts of it remain in place.

Although the language is simple, the intentions are serious and this contract is a legal document under exclusive jurisdiction of **English and Welsh courts.**