

# Terms & Conditions

These terms and conditions relate to

- [Website Design](#)
- [Website Care Plans](#)

## Website Design

### SERVICES PROVIDED

One Blue Pebble provides web development using WordPress and creates bespoke designs for clients. We also provide ongoing support packages (Website Care Plans).

Through our development we provide basic SEO on the website and can offer some guidance, but we are not positioned as SEO specialists.

### TIMESCALES

We agree a timetable with you at the start which includes an initial meeting to gather the necessary information and a second meeting 4-6 weeks later, and at this meeting we review the site together and make a list of final amendments which will be completed in a week and the site is then considered to be in a position to go live.

At this point a training session may be arranged. Training included in the development costs must be delivered within a month of the site going live.

### INTELLECTUAL PROPERTY

When full payment is received One Blue Pebble assigns you the design rights for the website. This means you own the design, look and feel and contents of the site so you can host it elsewhere if you require and the site design and contents are yours. The software used to develop it, WordPress, is a common platform used to develop websites.

We shall ensure any stock imagery we use has the appropriate rights to use on a commercial website and responsibility for any images supplied by you remains with you so we would ask that you check for appropriate rights.

### PAYMENT

At the initial meeting an invoice for 50% which constitutes the deposit is requested to schedule in the work.

At the second meeting to review the site and provide training the final invoice for the remaining 50% will be issued.

Once the site is live you will be offered different continuing care packages depending on whether you want editing and updates made in addition to checks for broken links, images and plugins.

One series of amendments is included in the quoted price and one training session with guide. This must take place within one month of the site going ahead. Further training can be provided for an additional cost.

If a domain name is reserved by One Blue Pebble the costs and duration of the reservation will be agreed with you in advance and the reservation will be made in your name.

**LATE PAYMENT:** A late payment charge of £20 on hosting or domain fees purchased by us on a client's behalf may be added

## SUPPORT

**WEBSITE CARE PLANS:** One Blue Pebble uses WordPress to develop websites and may purchase a license for specific plugins which allows us to incorporate functionality into the website. Whilst you are paying for a Website Care Plan, we will ensure that WordPress and these plugins are up to date.

Our Website Care Plans also include regular checks for site functionality including the contact form and broken links and images. They also include a basic firewall. There are additional levels of security which are available for an additional cost if you feel this is necessary. As the majority of our sites are brochureware, rather than including functionality, our basic firewall is usually fit for purpose.

**HOSTING:** If the site is developed on hosting other than the hosting we maintain or you move your hosting elsewhere, we have no responsibility for any issues arising from this hosting.

We can provide advice on your hosting but please be aware that if we are developing a site on hosting that is not in our name, our experience is that *you* will need you to liaise with the host directly, which can be problematic.

**EMAIL:** One or more email addresses using the site domain name are included in the cost of the web design and may be used in any site contact form. Due to the complexity of setting up submission forms with email addresses not using the site domain name, this may incur extra charges. We can provide a separate estimate for this at the time of request.

## WHAT CAN GO WRONG?

The biggest challenge we've found is where we are awaiting contents from the client. Therefore, when we have done everything under our control to make the site go live, we consider the project complete and will issue the final invoice and arrange training with you.

We do understand information and imagery takes time to gather therefore we can decide together on the best way forwards, so it might be that certain pages are added once you have the contents you are waiting for after the site has gone live.

## WHAT HAPPENS IF YOU CHANGE YOUR MIND?

The deposit and final payment are non-refundable. If you change your mind after paying the deposit, we would ask you to let us know as soon as possible to ensure that we have not undertaken the development work when the project is no longer going ahead. With sufficient notice and where the work has not taken place, we would not issue the invoice for the final payment.

What we can do is deactivate the site if you change your mind and no longer wish for the site to be live.

Future hosting costs are paid for annually in advance and again are non-refundable as we have already paid for the hosting.

## Website Care Plans

### ALL WEBSITE CARE PLAN PLANS

All Website Care Plans will include the following:

Hosting and domain name costs, where Client has not already hosted their site or domain elsewhere

Updates to Client's content management system, including plugins and themes, on a weekly basis.

Cloud backup of website on a monthly or twice monthly basis. \*

Recovery of website files from backups.

Basic firewall and daily security scans\*\*

Monthly checks for functionality of website, including contact forms, broken links and photos

### WEBSITE CARE PLANS PROVIDING UPDATES TO WEBSITE CONTENT.

Website Care Plans including updates to text, images, and other minor changes to Client's website pages may be taken out. All of my website Care Plans include hosting and domain costs, where applicable

Any website support requests, above and beyond what is outlined in plan will count towards the monthly allotted time.

The amount of time allocated for updates to text, images, and other minor changes, is determined by the Website Care Plan purchased and will be billed in fifteen (15) minute increments.

One Blue Pebble is not responsible for rewriting sentences, restructuring paragraphs, or checking for typing errors, misspellings, etc

Once the time allocated in their Website Care Plan has been reached for the year, any unfinished tasks on the Client's task list will be billed on an hourly basis of £33 per hour.

Clients should make requests for updates and deliver any content required for that update to One Blue Pebble *at least two days* before Client wishes those updates to appear on the site.

Client understands that if they provide One Blue Pebble with a maintenance task and the task has been completed, then they wish to make changes to the task, any additional time to make these changes will count towards the monthly allowance of time.

Website updates exclude, but are not limited to, site redesign, addition of new pages, image editing, graphic design, graphic editing, database design, database changes, programming, and search engine optimization.

CMS design, integration of plugins that require intensive configuration, or programming of things that require extensive time to set up, including but not limited to page redesigns, blogs, submission forms, shopping carts, API integrations with third party services, and web forums are not considered "minor" changes and therefore are not included in the Website Care Plan. These require a separate design or development agreement.

## CLIENT RESPONSIBILITIES

For the purposes of providing these services, Client agrees:

To answer any questions from One Blue Pebble with regard to task work on website promptly.

To properly convey to One Blue Pebble the information about content updates (if these are covered by the Website Care Plan).

## CLIENT ACKNOWLEDGEMENTS

Client understands, acknowledges and agrees that:

All communications will be done during regular business hours, which are Monday through Friday from 9:00 AM to 5:30 PM.

If the Client's website is not hosted via One Blue Pebble, we have no control over Client's hosting company with regard to server downtime, incompatibilities with software, PHP compatibility issues, etc.

Where the Client's website is hosted via One Blue Pebble, non-payment of the Website Care Plan will result in the website being taken temporarily offline and a notice issued instructing the Client to arrange for the site to be hosted with their own hosting. A fee will be charged for putting the website back online again. If the Client does not arrange their own hosting within one month of that notice, the site will be disconnected.

One Blue Pebble is not responsible for troubleshooting problems with website submission forms where Client's email account is not hosted with One Blue Pebble and is not linked to Client's domain. Any work carried out on Client's behalf in this instance will be charged at a rate to be confirmed at the time.

One Blue Pebble is not responsible for changes made to Client's website by other parties, including the Client themselves.

During the duration of this contract, the Client agrees that One Blue Pebble will be the sole provider of maintenance services for the website, and no other party will have

access to or rights to change the website's code. If a party, including the Client, other than One Blue Pebble makes changes to the website, any errors that are created must be repaired and will be charged for at the hourly rate to be confirmed.

One Blue Pebble is not responsible for third-party plugins that may become unusable as a result of Maintenance Services performed.

Search engine optimization (SEO), developing new content, or writing new copy for Client are not included in Website Care Packages.

Website Care Plans do not include training on how to use your website, WordPress, or email, but we can provide training at additional cost.

Website Care Plans do not include training on search engine optimization (SEO) or other online digital marketing.

Additional Services – Additional services not listed herein will be provided for a fee (£40 per hour for development services and £33 per hour for content updates).

Read and Understood – By purchasing a Website Care Package, Client acknowledges that they have read and understand this Agreement and agree to be bound by its terms and conditions.

From time to time, we may have to revise the policies on our web design terms and conditions. Any changes or updates to these policies are normally minor and do not affect the overall agreement between both parties. However, please always make sure you do check back on this page regularly for updates.

\*Depending how often additional content is added to website. If no new content is added on a weekly basis, backups will take place once a month

\*\*The basic firewall and daily security scans are usually sufficient for the purpose of preventing infection from malware and malicious code on brochure-style sites. Clients should contact us if they wish to have a higher level of protection. In the instance that the site becomes infected with malware or malicious code, removal will be charged at a rate to be confirmed at the time. This charge will not include working with Google or other search engines on your behalf to solve any issues your infection has caused you with their services.