

Terms and Conditions

This contract and all documents, services and materials provided by Blend are subject to the details set out below (unless varied in writing by Blend). The placing of any order with Blend shall be deemed to confirm acceptance of these conditions.

1. Scope of Project

Detailed information on the specifics of project scope are to be found in the attached project quote and technical specification documents. Blend allow for two minor revisions to the scope of a project during both the design and prototype phases. Should the scope of the project change more than twice or change substantially the CLIENT will be subject to additional charges at the normal hourly rate for any extra design or programming work.

2. Deliverable Dates

All dates provided are liable to change in Blend are not provided with required information in a timely manner. All web site designs and prototypes need to be signed off before Blend will proceed to the next stage. Any delay in signing off or requests for changes in the scope of the project may affect the deliverable dates. A sign off may be verbal or in writing (email, or via web based project portal).

3. Costs Incurred

Should any costs be incurred during the design or build of the web site of the following nature, they will be added to the final invoice.

- Stock photography purchases
- Web components purchases
- Software purchases e.g. CMS

CLIENT will always be notified of the cost of such items prior to any purchase. The budget and schedule are based on all verbal and written information before Blend at the time of preparation. Blend reserve the right to review these arrangements and make reasonable charges if, after acceptance, the content is amended or altered for any reason by the customer, or as the result of any other circumstances beyond Blend's direct control.

4. Design

Where a project includes design work, Blend will provide a maximum of two design visuals. These can be revised twice based upon client feedback. Thereafter a fee will apply for further design revisions.

5. Content Capture & Changes

All content must be provided to Blend in digital format and in its final version. Any changes to content or its supply in a non digital format may incur extra charges and affect the delivery date of the project.

6. Intellectual Property & Copyright

Blend will retain all intellectual property rights to any programming code that is used within the web site project, i.e. XHTML/CSS PHP programming, SQL stored procedures. CLIENT will retain all copyright of the design, images, and content.

Copyright remains with Blend until final payment for the project is received, when copyright in full for the defined use will be passed to the customer.

7. Data Protection

CLIENT will be responsible for the data protection of any information supplied to Blend, e.g. list of email addresses for database insertion or email marketing purposes.

8. Maintenance Contract & Technical Support

Blend will offer limited technical support beyond normal web site setup i.e. aid in set up of email accounts or ftp access to web site. There is a limit of 1 hour of support, beyond that a charge will be made for any technical support required. Should any further support be required on an ongoing basis, a maintenance contract will be required.

9. Payment of Fees

Blend operate a staggered payment policy to protect both Blend and client interests. Payment will be required in the following format :

- 30% payable upon signing of contract
- 30% payable upon signing off design
- 40% payable upon completion of project

Invoices are payable within 14 days and Blend retain the right to charge 5% of the balance for each month that a payment is delayed. Blend have the right to bill a staggered payment should the client delay in sign-off of a design/prototype or not provide site content within 14 days of a request being made. Should CLIENT delay indefinitely, this will be viewed as a "breach of contract" and Blend will invoice the remaining balance due and payable. Payment will always be made in compliance with the arrangements laid out in the schedule. Failure to meet the payment arrangements may result in the temporary cessation of work on the project with the possible resulting delay in its completion or delivery.

10. Cancellation

Should the contract be cancelled by the customer at any stage, Blend reserves the right, regardless of reason for such cancellation, to bill the value of the project which has already been committed to, plus expenses up to the date of written cancellation being received by Blend.

11. Project Completion

A project will be defined "complete" when the web site is live and all aspects agreed in the contract have been met.

All assets will be handed over to the client and they will become the legal owner of all specified copyright.

All search engine optimisation and marketing work is subject to a separate contract due to its potential ongoing nature.

12. Web Site Hosting

During hosting of the web site, we will not be responsible for any content not directly uploaded by Blend, nor will we be liable for the content you enter onto your web site.

13. Law

Any contract between Blend and the customer shall be subject to the Laws of England.