

# Binary Haiku Website Design Wichita, Kansas

<http://www.binaryhaiku.com/terms-and-conditions>

## Terms and Conditions

Binary Haiku requires that before any work is done on your website, you must read and accept these Terms and Conditions. You acknowledge agreement with these Terms and Conditions by making your initial deposit and with any subsequent payment.

WHEREAS, Binary Haiku Website Design (Binary Haiku) is an internet website design company providing custom website consulting, website design, and search engine optimization (SEO);

WHEREAS, you the customer (you, customer, client) is contracting with Binary Haiku for website consulting, design, and optimization;

THEREFORE, in consideration of the mutual promises herein, the parties intending to be legally bound agree as follows:

## Summary:

We will always do our best to fulfill your needs and meet your goals, but sometimes it is best to have a few simple things written down so that we both know what is what, who should do what and what happens if stuff goes wrong. In these Terms and Conditions you won't find complicated legal terms or large passages of unreadable text. We have no desire to trick you into something that you might later regret. We do want what's best for the safety of both parties, now and in the future.

## In short...

You are engaging us (Binary Haiku) located in Wichita, Kansas to design and develop a web site for the quoted total price as outlined in our previous correspondence and as laid out in your deposit invoice. Of course it's a little more complicated, but we'll get to that.

## What do both parties agree to do?

As our customer, you have the power and ability to enter into these Terms and Conditions on behalf of your company or organization. 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 too. Deadlines work two ways and you will also be bound by any dates that we set together. You also agree to stick to the payment schedule set out at the end of these Terms and Conditions.

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. Along the way we will endeavor to meet all the deadlines set but we can't be responsible for a missed launch date or a deadline if you have been late in supplying materials or have not approved or signed off our work on-time at any stage. On top of this we will also maintain the confidentiality of any information that you give us. We're getting down to the nitty-gritty.

## **Design**

We will create designs for the look-and-feel, layout and functionality of your web site. This project provides for two mock up designs from which you are able to choose one of the designs. Once the design is chosen, you have the opportunity for one revision session. If you're not happy with the designs at this stage, the 50% deposit will be considered payment in full for all of the work that we have produced until that point and you may either cancel the project or continue to commission us to make further design revisions under the terms of the Changes and Revisions section below. If you choose to cancel the project, all files created for the purpose of creating your website will be turned over to you.

## **XHTML/CSS Layout Templates**

If the project includes XHTML or HTML markup and CSS templates, we will develop these using valid XHTML 1.0 Transitional markup and CSS2.1 and CSS3 for styling. The landscape of web browsers and devices changes regularly and our approach is to look forward, not back. With that in mind we will test all our markup and CSS in current versions of all major desktop browsers to ensure that we make the most from them. Users of older or less capable browsers or devices will experience a design that is appropriate to the capabilities of their software. For people using Microsoft Internet Explorer 6, this means a universal, typographically focused design but no layout. If you need to show the same or similar visual design to visitors using older browsers, we need to discuss this in order to factor in any necessary additional code and its testing.

## **Text Content**

We may have written a best-seller but we're not responsible for writing or inputting any text copy unless we specified it in the original price quote. We'll be happy to help though, and in addition to the original price quote we will charge you at \$100 per hour for copy writing or content input.

## **Photographs**

At times we will use stock photography for components of your website design. Any charges for stock photography used for design purposes are included in the quoted price.

Photography for website content purposes will be provided by the customer. You will supply us photographs either in digital or printed format. If you choose to buy stock photographs we can

suggest vendors of stock photography. Any time we spend searching for appropriate photographs for content purposes will be charged at \$100 per hour.

## **Changes and Revisions**

We know from plenty of experience that your input into the design process is essential to your satisfaction and to the success of the project. One revision session will be included in every website we build. While your level of participation in the revision is entirely at your discretion, it is highly recommended that you value this part of the design process as much as we do.

The quotation prices laid out by Binary Haiku are based on the number of hours that we estimate we'll need to accomplish your website design. If you do want to change your mind, add extra components or even add new functionality, that won't be a problem. If the changes significantly alter the estimated time for completion of the project, the price can be renegotiated under the terms of the Multi-Page Website with CMS Plus package. You will be charged the difference between your initial 50% deposit and 50% of the new project total at the time the changes are agreed upon. Along the way we might ask you to put requests in writing so we can keep track of changes.

## **Technical Support**

You may already have professional web site hosting. You might even manage that hosting in-house; if that's the case, great. If you don't manage your own web site hosting, we can set up an account for you at one of our preferred, third-party hosting providers. The cost of installing your site on this server is included in the original price. Updates to, and management of that server, plus any support issues will be between you and the hosting provider.

Clients are responsible for keeping backup copies of their website in case of an emergency. Binary Haiku may keep backup copies of work for its convenience. However, we do not guarantee to keep files for any length of time.

We are not a web site hosting company and so we do not offer or include technical support for web site hosting, email or other services relating to web site hosting. If you do require help with anything beyond the design and development of your site, we'll be happy to help and will charge you \$100 per hour.

## **Legal Stuff**

We can't guarantee that the functions contained in any web page templates or in a completed web site 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 web site and any other web pages, even if you have advised us of the possibilities of such damages.

Search engines use their own algorithms to rank websites. Binary Haiku cannot guarantee a particular ranking for your website. We provide basic search engine optimization at the creation of your website. Most of the rest of search engine optimization involves the content of your website. As they say, content is king.

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

Phew.

## **Copyrights**

You guarantee to us that any elements of text, graphics, photos, designs, trademarks, or other artwork that you provide us for inclusion in the web site are either owned by your good selves, or that you have permission to use them.

When we receive your final payment, copyright is automatically assigned as follows: You own the graphics and other visual elements that we create for you for this project. We will give you a copy of all files and you should store them really safely as we are not required to keep them or provide any native source files that we used in making them.

You also own text content, photographs and other data you provided, unless someone else owns them. We own the XHTML markup, CSS and other code and we license it to you for use on only this project.

We are proud of our work, and we will typically place a link back to our website below the footer of all client websites. We also love to show off our work and share what we have learned with other people, so we also reserve the right to display and link to your completed project as part of our portfolio and to write about the project on web sites, in magazine articles and in books about web design.

## **Payments**

We are 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 following payment schedule.

50% deposit is required to be placed in the design queue.  
The remaining 50% is due upon completion of the project.

Until Binary Haiku receives your initial deposit, we assume that you are still shopping for a website designer. The initial deposit is your way of telling us that you have chosen Binary Haiku for your project. Receipt of the initial deposit places you into the design queue.

Binary Haiku only accepts payment in US dollars. Binary Haiku does not accept trade for services; this includes business partnerships. Binary Haiku accepts payments via credit cards/debit cards/eChecks through PayPal and accepts paper checks on a case-by-case basis.

## **How the Design Queue Works**

When the initial deposit for your project is paid, the project is put into the design queue. When your project becomes first in the queue we will check to see if you are ready with all content and that final payment can be made upon completion of the project. If you need more time, your project can be placed at the end of the design queue again to allow more time for you to prepare.

## **Communication**

It is important that you respond quickly to attempts to communicate with you. If you are unable to respond for 7 days, you may lose your position in the work queue. If you have not responded within 30 days your project may be considered abandoned and terminated without refund. Please advise if you are going to be unavailable during the design process so that provisions can be made to communicate with another authorized person.

## **Website Maintenance**

Once your website design project is completed, any further work is considered maintenance. All maintenance work is billed at \$100 per hour with a one hour minimum.

## **Right of Refusal**

Binary Haiku wants all clients to be completely satisfied with their completed website. To that end, prospective clients and projects are screened to ensure a good match with our skills and product offerings. Binary Haiku at its sole discretion reserves the right to decline accepting a project from anyone who is not a good match.

Binary Haiku only works on websites for individuals and small businesses that it deems to be of good moral character. We do not design websites that promote hatred or discrimination in any form. Customers may only use website we design for lawful purposes. Storage and transmission of any material that violates state or federal regulation is prohibited. This includes all copyrighted material that you do not hold the copyrights to. Binary Haiku reserves the right to decline any project at any time for any reason.

## Death and Taxes

Binary Haiku will not be liable for any taxes and/or fees related to purchases made by a customer on your website. You agree to take full responsibility for the assessment and collection of all taxes and/or fees associated with products and services sold on your website.

## But where is all the horrible small print?

Just like a parking ticket, you cannot transfer these Terms and Conditions to anyone else without our permission. These Terms and Conditions stay in place and need not be renewed. If for some reason one part of these Terms and Conditions becomes invalid or unenforceable, the remaining parts of it remain in place.

Although the language is simple, the intentions are serious and these Terms and Conditions are a legal document under exclusive jurisdiction of United States courts. Oh and don't forget those men with big dogs.

## The Dotted Line

Payment of initial deposit and all subsequent payments indicate that you have read and understood these Terms and Conditions.

It's time to get started.

## One Final Note:

These Terms and Conditions were inspired a great deal by an article titled Contract Killer by Andy Clarke. A good portion of the contents of these Terms and Conditions as well as the intent that this be a readable and understandable document were taken with permission from the article.