



## **Website Terms & Conditions**

- Cost quoted excludes third party marketing or plugin costs not mentioned in quote e.g. Shopify, images or any other extra features or functions that may be required.
- Confidentiality and non-disclosure of proposal by Client.
- The Client agrees to provide ZCM Digital with everything needed to complete the project including logo, text, images, fonts and other information as and when required and in the format required.
- The Client agrees to review ZCM Digital's work, provide feedback, and sign-off approval in a timely manner and are bound by any deadlines that we set together.
- The Client agrees to keep in contact with ZCM Digital throughout the entire Project. If a Client does not make contact for 2 weeks, ZCM Digital will make up to 5 attempts within this 2-week period to contact the client by email using the email address specified when the client placed their order. If ZCM Digital does not receive a response to these attempts within this 2-week period of contact the Project may be terminated, and the deposit or any payment to this date will not be refunded. ZCM Digital will levy a £50 admin charge if the client later returns and wishes to continue work on their project.
- The Client agrees to keep to the payment schedule set out in this proposal.
- ZCM Digital has the experience and ability to perform the services required in a professional and timely manner. ZCM Digital will endeavor to meet all the deadlines set but is not responsible for a missed launch date or a deadline if The Client have been late in supplying materials or have not approved the work on time at any stage.
- ZCM Digital will maintain the confidentiality of any information that The Client provides.
- ZCM Digital will create designs for the look, layout, and functionality of website.
- This contract includes one main design and two opportunities for The Client to make revisions, but only before the site goes live and final payment is made. If The Client is not happy with the design at that point, ZCM Digital will provide an additional quote for extra design work needed.
- If The Client wishes to cancel agreement, they may do so and ZCM Digital will retain the initial payment for the work completed to date.
- Website will be tested in Microsoft Edge, Chrome and Safari on various screen sizes.
- ZCM Digital is not responsible for writing or inputting any text copy. ZCM Digital will be happy to help, but significant work on this will result in a charge above and beyond the original price. This will not be done without The Client approval of an additional quote provided in advance.
- If needed The Client will supply ZCM Digital with photographs in digital format. If The Client choose to buy stock photographs that price will be added to the initial quote. Stock photography will not be purchased without written approval.
- The estimate/quotation prices in this proposal are based on ZCM Digital estimate time to accomplish everything that The Client want to achieve. If The Client want to change something, add extra pages or templates, or even add new functionality, that won't be a problem. At that time The Client will be provided with an additional quote for the extra work.
- ZCM Digital does not offer or include technical support for website hosting, email, or other services relating to website hosting. If you do require help with anything beyond the design and development of your site, ZCM Digital will be happy to help advise if possible.
- ZCM Digital can't guarantee that the functions contained in any web page template or completed website will always be error free. Therefore, ZCM Digital is not liable to The Client 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 The Client have advised ZCM Digital of the possibilities of such damages.
- The Client guarantee to ZCM Digital that any elements of text, graphics, photos, designs, trademarks, or other artwork that you provide me for inclusion in the website are either owned by you or that you have permission to use them.
- The Client guarantee to ZCM Digital that the website/idea/business will operate legally and the website is not in any way illegal.

- ZCM Digital reserves the right to display and link to The Client completed project as part of portfolio and to write about the project on websites, in magazine articles, and in books.
- Where asked to provide Search Engine Optimisation for The Client, ZCM Digital do not guarantee any specific placement or high ranking.
- ZCM Digital shall place a small text link on footer of a clients website to state that the website was designed by ZCM Digital – if you do not want this on your site please request this in writing.
- ZCM digital has no control, or responsibility for the content of Clients websites. ZCM Digital do not verify materials contained within the website, including images, information or links.
- When final payment is received, copyright is automatically assigned as follows:
  - The Client own the graphics and other visual elements that were created during this project.
  - The Client own text content, photographs, and other data provided unless someone else owns them.