

Terms and Conditions for VA Website and Email Starter Kit with Spud Digital

This agreement (the "Agreement") is entered into between Spud Digital ("Designer"), and Client ("Client") on purchase of Website & Email Starter Kit OR Website & Email Starter Kit with branding add-on from www.spuddigital.co.uk

1. Scope of Work

Designer agrees to provide web design services ("Services") as described in the VA Website and Email Starter Kit. This includes but is not limited to:

- Design & development of a one-page WordPress website with navigation menu
- Sections including: welcome, about, services/packages, testimonials, FAQs, contact form with calendar integration
- Testing and optimisation for mobile, tablet, notebook and large screens
- 1 year of hosting from date of purchase
- Domain email address setup (where required)

2. Client Responsibilities

Client agrees to provide necessary content and information within the timescale agreed in the provided Website Development Framework. This includes:

- Content (text, images, videos) required for the website
- Logos, branding guidelines, and other relevant assets (unless the branding add-on is also purchased)
- Prompt feedback and approvals during the design and development phases

3. Payment Terms

- A. The total project cost as outlined on www.spuddigital.co.uk at time of purchase is payable as follows:
 - a. Payment in Full at time of purchase via SureCart
 - b. 2-month payment plan via SureCart
 - c. 3-month payment plan via SureCart
- B. If paying in instalments, Client agrees to maintain all scheduled payments. Failure to keep up with payments will result in the website being taken down,

and Designer reserves the right to reclaim outstanding amounts through legal action.

4. Timeline & Pause Terms

Designer agrees to provide a first draft of the website within 10 working days of receiving the completed Website Development Framework from Client. Final delivery timeline is subject to Client providing timely feedback.

If the project is not completed within 4 months of purchase, the project will fall into 'pause' and a pause fee of £60 will be required before the project is restarted. This fee covers the Designers time, admin, and keeping the Client's spot in the Designer's schedule.

5. Revisions and Change Orders

Two rounds of revisions are included in the project fee:

- Review of first draft and provision of feedback
- Review of second draft and provision of final feedback
- Final website sent for Client sign-off

Any additional rounds of revisions will be charged at £45 per round.

6. Ownership and Rights

Upon full payment, Client will own the final website design and associated files. Designer retains the right to display the project in a portfolio or for promotional purposes. Additionally, Client agrees to maintain a discreet link to Designer's website in the footer of the client's website, as long as the design remains unchanged, acknowledging Designer's contribution to the website's design and development.

7. Website Compliance

While Designer will advise on and provide templates for legally required policies such as a privacy policy, terms and conditions, and website terms of use, the ultimate responsibility for ensuring compliance with applicable laws and regulations (including but not limited to GDPR, data protection laws, and other relevant legal requirements) lies with the Client. Spud Digital is not responsible for any legal implications resulting from non-compliance, and it is recommended that clients seek legal advice to ensure their website meets all necessary requirements.

8. Warranty and Maintenance

Designer warrants that the website will function properly under normal usage for 7 days after delivery, during which maintenance support is included. Client's exclusive remedy for breach of this warranty shall be the correction of any non-conforming work at Designer's expense.

9. Hosting and Email

- A. 1 year of hosting is included from the date of purchase. At the end of the 12-month period, Client may either:
 - Renew hosting with Designer for an additional fee, OR
 - Receive website files at no additional cost to transfer hosting elsewhere
- B. Domain email address is included with hosting. Setup instructions will be provided to enable Client to integrate emails into preferred email management system.
- C. Client will receive full user guides to enable self-management of the website going forward.

10. Termination

- A. Payment of the initial amount (whether in full or first installment) constitutes acceptance of these terms and secures time in the Designer's schedule. This payment is non-refundable under any circumstances.
- B. Client may only terminate this Agreement prior to the project start date by providing written notice. Any termination by Client shall not release Client from the obligation to pay the full project fee unless Designer, at their sole discretion, agrees to a partial refund not exceeding 25% of the total project fee.
- C. Designer may terminate this Agreement if Client:
 - Fails to provide required content within 14 days of the agreed deadline
 - Fails to make any scheduled payment via GoCardless within 14 days of the due date
 - Breaches any material term of this Agreement and fails to remedy such breach within 7 days of written notice
- D. Upon termination for Client's breach, all outstanding fees become immediately due and payable, and Designer shall retain all rights to withhold or disable the website until full payment is received.

11. Confidentiality

- A. Both parties agree to keep confidential any proprietary or sensitive information disclosed during the project.
- B. Client specifically agrees not to share access to user guides, documentation, or any materials provided by Designer, including but not limited to branding moodboards, content development framework, website development framework, and any other project-related documents or guides.
- C. All materials provided by Designer are for Client's sole use and may not be distributed, shared, resold, or transferred to any third party without Designer's express written permission.
- D. Client acknowledges that unauthorized sharing of these materials constitutes a breach of this Agreement and may result in termination and/or legal action.

12. Dispute Resolution

Any disputes arising out of this Agreement shall be resolved through mediation.

13. Branding Add-On Terms (if applicable)

If Client has purchased the Branding Add-On, the following additional terms apply:

a. Scope of Branding Services:

- Creation of wordmark logo (text-based, no imagery/icons)
- Creation of submark (compact version of logo)
- Development of curated color palette
- Selection of font pairing (header and body font)
- Provision of mini-brand guidelines

b. Branding Process:

- Designer will provide 6-8 moodboards for Client feedback
- Designer will provide two basic concepts based on Client feedback
- Client will select one concept to move forward with
- Designer will provide a rough draft for final Client feedback
- Designer will make final edits and deliver all branding assets

c. Ownership of Branding:

- Upon full payment, Client will own all rights to the final branding assets
- Designer retains the right to display the branding work in a portfolio

These Terms and Conditions are effective upon Client's payment of the initial amount (whether in full or first installment) and constitute the entire agreement between the parties.