

**FROM**

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Combine Studio  
18 Fairlands Grove  
Auckley, Doncaster  
DN93FQ

**FOR**

Clients of Combine Studio

**PROJECT REFERENCE**

NA

**REVISED**

9 October 2023

# Service Agreement

Thankyou for choosing Combine Studio to help with your project. We understand that choosing the right service provider is important to your business and we are here to help.

**SUMMARY**

We'll always do our best to fulfil your needs and meet your expectations, but it's important to have things written down so that we both know what's what, who should do what and when, and what will happen if something goes wrong. In this contract you won't find any complicated legal terms or long passages of unreadable text.

We've no desire to trick you into signing something that you might later regret. What we do want is what's best for both parties, now and in the future. This contract contains both an exclusion and limitation of liability and a clause that requires you to pay interest if you are late in making any payments. These clauses are highlighted in bold text.

**IN SHORT**

You (The Client), are hiring us (Combine Studio) located at 18 Fairlands Grove, Auckley, Doncaster, DN9 3FQ to develop any work requested for the total estimated amount, outlined in our (separate) project estimates. Of course it's a little more complicated, but we'll get to that.

**NOTE**

We need you to sign the last page of this document and return via email. Thankyou!

#### **WHAT DO BOTH PARTIES AGREE TO DO?**

By agreeing to this contract you are representing to us that you have the authority to enter into this agreement on behalf of yourself, your company or your organisation. You'll give us everything we need to complete the project as and when and in the format we need it.

You'll review our work, provide feedback and approval in a timely manner too. Deadlines work two ways, so you'll also be bound by dates we set together. You also agree to stick to the payment schedule set out in our project proposal. You agree to stick to the deadlines outlined in our project management documents and give approval for your project to begin. If approval is delayed all dates will be pushed back relative to approval date and all project management documents will be updated and you will be notified of a new start date.

If approval is given and you fail to deliver required documents and meet our the agreed deadlines then we have the right to stop work on your project and you will pay us in full for all work completed to date. If you wish to continue with your project, then all dates and prices will need to be re negotiated and resubmitted for approval. It's important to note that we have other projects that we are working on, so it's imperative that you to stick to the deadlines we agreed so that your project can run smoothly.

We have the experience and ability to do everything we've agreed with you and we'll do it all in a professional and timely manner. We'll endeavour to meet every deadline that's set and on top of that we'll maintain the confidentiality of everything you give us.

#### **DESIGN**

We create look-and-feel designs, and flexible layouts that adapt to the capabilities of many devices and screen sizes. We create designs iteratively and use predominantly Adobe XD, HTML and CSS so we won't waste time mocking up every template as a static visual. For web projects we create static visuals to indicate a look-and-feel direction (colour, texture and typography). These visuals will be reviewed and signed off before any development begins.

For print projects we create high res PDF print ready artwork that will be supplied after sign off. Once final payment has cleared and if requested we can supply all relevant original artwork files. Until final payment has cleared we retain absolute ownership of anything we create on your behalf under the terms of this contract. With all our projects you will have two or more weekly opportunities to review our work and provide feedback.

#### **PRINT**

If required we can supply printing through one of our reputable third party suppliers, we do not charge any markup on print, although in some cases a handling fee may be added to the overall cost to cover management & delivery co-ordination. If you would like us to, we are more than happy to work with your own suppliers and liaise with them directly to deliver required artwork correctly and in a timely manner.

#### **TEXT CONTENT**

By default we're not responsible for writing or developing any text copy. If you'd like us to write new content or input text for you we can include a cost in our proposal, or provide a separate estimate for this part.

#### **PHOTOGRAPHS & GRAPHICS**

You should supply graphic files in an editable, vector digital format. If we have to recreate any graphics to a sufficient standard, then we can create an additional estimate item for that. You should supply photographs in a high resolution digital format. If you choose to buy stock photographs, we can suggest stock libraries. If you'd like us to search for photographs for you, we can provide a separate estimate. All images sourced will require approval by the client before purchase.

#### **HTML, CSS AND JAVASCRIPT**

We deliver templates developed HTML5 markup, CSS3 stylesheets & SASS components for styling and unobtrusive Javascript for feature detection, poly-fills and behaviours.

#### **Backups**

For both web & print projects you will be required to keep a backup of the materials we create. We can supply all artwork files on final payment of invoice on request, but we are not at liberty to keep backups of any files once the project is completed, this includes all necessary artwork files, HTML templates, themes and databases. If required, particularly for web projects we can provide a comprehensive automated backup solution for an additional ongoing cost. If you are hosting your site with us, we will automatically install these backup systems as part of your hosting agreement.

#### **BROWSER TESTING**

Browser testing no longer means attempting to make a website look the same in browsers of different capabilities or on devices with different size screens. It does mean ensuring that a person's experience of a design should be appropriate to the capabilities of a browser or device.

#### **DESKTOP BROWSER TESTING**

We test our work in current versions of major desktop browsers including those made by Apple (Safari), Google (Chrome), Microsoft (Internet Explorer), Mozilla Firefox and Opera. We'll also test to ensure Microsoft Internet Explorer 8 for Windows users get an appropriate, possibly different, experience. We will not test templates in old or abandoned browsers, for example Microsoft Internet Explorer 5 or 5.5 for Windows or Mac, previous versions of Apple's Safari & Mozilla Firefox unless otherwise specified. If you need an enhanced design for an older browser, we can provide a separate estimate for that.

#### **MOBILE BROWSER TESTING**

If we have proposed a responsive framework in our estimate we will test popular small-screen devices to ensure that a person's experience of a design is appropriate to the capabilities of the device they're using. We test our work in:

iOS: Safari, Google Chrome and Opera Mini. Android 4.1: Google Chrome, Opera Mini. Android 3.2: Browser, Firefox and Opera Mini We currently don't test Blackberry OS or Blackberry QNX, Opera Mobile, Symbian or other mobile browsers. If you need us to test using these, we can provide a separate estimate for that.

#### **HOSTING**

You may already have professional hosting and you might even manage that hosting in-house; if you do, great. We will require access to all necessary domain tools & hosting cPanel including access to a MySQL database and PHPmyAdmin. If you have the capability for SSH access that would be great but not essential.

It's important to note that if you do have your own hosting system, your project cannot go live without this information. Once the project has gone live the updates to and management of that server will be up to you.

If you don't have hosting, we can set up an account for you on our own server. As part of this we will install statistics software such as Google Analytics and a full comprehensive automated backup solution plus manage any general site maintenance & relevant updates to the server to keep it up to date. We can also provide you with a sophisticated email system provided by Google apps for an additional £6 per user per month.

Our hosting costs start from £35 a month and are billed on a monthly basis using online payment service GoCardless. We offer support contracts on top of hosting that include content management, SEO and general site changes & design support. These contracts are flexible and range from £80 a month for a minimum term of 3 months and will always be agreed up front before starting.

#### **SUPPORT**

Our standard support hours are 9-5 Monday to Friday (Excluding Bank Holidays). Support requested within this time can be logged by emailing [support@combinestudio.com](mailto:support@combinestudio.com) and will be responded to within 48 hours. Any urgent requests please mark as Urgent in the subject line and these will be dealt with as soon as possible.

#### **OUT OF HOURS SUPPORT**

Work requested to be completed outside of our standard working hours will need to be discussed and agreed before any deadlines are set. Work outside these hours that needs to be completed within 24hrs will be charged at double our standard hourly rate. Any costs will need to be agreed up front with The Client before starting.

#### **SSL CERTIFICATES**

We recommend installing an SSL certificate on all websites. If your project has an e-commerce element, SSL is a must – no if's, and's, or but's. Not only does it help keep your customer's information safe, having SSL on your website keeps their mind at ease because it also provides authentication. SSL certificates are included if you choose to host your website with us. If you have your own hosting, then we can assist in setting an SSL certificate up for you, but there may be an additional cost to do this.

#### **CHANGES AND REVISIONS**

We know from experience that fixed-price contracts are rarely beneficial to you, as they often limit you to your earliest ideas. We don't want to limit your ability to change your mind. The price outlined in our proposal is based on the length of time we estimate we'll need to accomplish everything you've told us you want to achieve, but we're happy to be flexible.

If you want to change your mind or add anything new, that won't be a problem as we can provide an updated estimate for additional items. Along the way there might be changes in the requirements outside of our control that may have an effect on the project, these may be delayed content delivery or unexpected additions to the development process, if these arise, we will inform you and provide an estimate for any additional work. No additional work will be undertaken without your prior consent and approval of estimate.

#### **LIMITATIONS OF LIABILITY**

We can't guarantee that our work will 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, even if you've advised us of them.

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

#### **COPYRIGHT**

First, you guarantee that all elements of text, images or other artwork you provide are either owned by yourself, or that you have permission to use them in the manner that you ask us to use them for your project.

It is your responsibility to ensure that this is the case and we will not be liable for any infringement of any third party intellectual property rights in any material that you provide to us to use. When final payment has cleared, copyright for the project will be automatically assigned as follows: You'll own the visual elements that we create for this project. We'll give you source files on request and you should keep them somewhere safe as we're not required to keep a copy.

You own all elements of text, images and data you provided, unless someone else owns them. We'll own the unique combination of these elements that constitutes a complete design and we'll license that to you, exclusively and in perpetuity for your project, unless we agree otherwise. If necessary we can provide a separate estimate for licensing the design further.

We love to show off our work and share what we've learned with other people, so we reserve the right, with your permission, to display and link to your project as part of our portfolio and to write about it on websites, in magazine articles and in books.

#### **INDEMNIFICATION**

If any work or materials produced by the us infringes the rights of any third parties including but not limited to, breach of laws relating to copyrights and trademarks by materials provided by the Client then the Client is fully responsible to indemnify themselves and us against all resulting losses, liabilities, costs and expenses that the Client or we suffer or incur.

#### **DEADLINES**

Deadlines are incredibly important for both us and you. We expect you to be fully committed to the project and the timescales we outline together. We know we can deliver what we promised on the dates that we agree with you, we expect you to be able to deliver on time too.

#### **WHAT HAPPENS IF DEADLINES ARE MISSED?**

Sometimes things can go wrong, so we'll let you know in advanced. If we recognise an issue from your side, we will also let you know asap.

If it appears that you are going to slip a deadline by more than a week, then our project timescales will need to be resubmitted for approval. Please bear in mind, that we have other projects to work on that are bound by the dates already agreed. So a day delay will translate to over 2 weeks at the end of the project, as we will need to move other projects around.

If timescales slip by more than a week then we will stop work on the project and agree a date when it can be worked on again. Please note that depending on work load, this could be up to a month or over.

**WHAT HAPPENS IF I MISS A DEADLINE BY MORE THAN 4 WEEKS?**

You'll be invoiced in full for all work completed to date. All other work on the project will stop and we will discuss the future of the project with you. If you would like to continue with the project, then we will renegotiate some timescales based on our current workload and create an updated estimate. If you express a need to cancel the project, or fail to respond to our communication, then you will still be invoiced in full for all work completed to date as per initially agreed.

**PAYMENTS**

We're sure you understand how important it is as a small business that you pay the invoices that we send you promptly. By agreeing to this agreement you agree to stick to the following payment schedule.

**PROJECT START**

50% of Project Value (0 Day Payment Term)

**PROJECT COMPLETION**

50% Final Payment (30 Day Payment Term)

**DEPOSIT PAYMENT**

Unless otherwise stated our initial 50% deposit payments are required to be paid asap. This ensures that we can correctly plan and block out the time for your project. In extenuating circumstances we may refund this payment and cancel the contract from our side only if we feel that non of our other terms are being met by The Client.

**CONSEQUENCES OF LATE PAYMENT AND OUR RIGHT TO CANCEL**

We're a small business and as such it is important that we get paid in a timely manner. We understand that you may have your own payment terms that extend beyond 30 days, if you do then it's important to let us know what these are before the start of the project. If you don't our terms above will apply. If you do have different payment terms to ours we may suggest a slightly different payment schedule that operates around additional split payments.

**IMPORTANT**

If payments are late, we charge an 8% above base penalty fee of the total invoice amount per day that payments are overdue.

You will get an email reminder 3 days before your invoice is due and then subsequent emails every 14 days the invoice is overdue.

Overdue penalty invoices will be issued every 14 days that the invoice is overdue. We will also stop work on the project which will mean any timescales agreed will need to be renegotiated.

At our discretion we may terminate this contract between us if you do not make payment or if any event happens that reasonably leads us to believe that you will not be able to make future payments (for example if you enter administration, bankruptcy or any other insolvency procedure) or we perceive that such an event may be about to happen.

In the event that we cancel the contract you will be liable to pay us for all the work carried out to the date of cancellation. If an unpaid invoice surpasses 6 months overdue then your debt will be passed onto a reputable debt collector to recoup the costs owed. In the event of this, you will also be liable for any additional charges incurred and by agreeing to this agreement, you agree to those terms.

**PERSONAL GUARANTEE**

In the event that you fail to make any payment to us, or fail to perform in any manner with regard to this agreement, the client do hereby promise to personally make all payments to us in the same manner as if they were the principals of this agreement. In the event of any judgement brought towards the client, you agree to pay any additional expenses along with the remaining overdue amount to Combine Studio.

**CURRENCY**

Except as otherwise provided in this agreement, all monetary amounts referred to in this agreement are in pounds sterling.

**CONTRACT LENGTH**

This contract exists for the website in existence between 'Combine Studio' & 'The Client' for all projects undertaken between 'Combine Studio' and 'The Client'.

**SMALL PRINT**

Just like a parking ticket, you can not transfer this contract to anyone else without our permission. This contract stays in place and need not be renewed. If for some reason one part of this contract becomes invalid or unenforceable, the remaining parts of it remain in place. Although the language is simple, the intentions are serious and this contract is a legal document subject to the laws of England and Wales and under the exclusive jurisdiction of English courts.

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**NOTE**

We've summarised this service agreement on the next page.

**IMPORTANT**

Your signature is required on the next page.

# In Summary



## **CONTRACT**

This contract stands as a agreement to all projects we undertake together.



## **DESIGN / DEVELOPMENT**

Approval will be required at each stage of the project, failure to provide approval in a timely manner may also mean a delay to your project. We will give you plenty of time to feedback on anything we do and provide opportunities to discuss anything together.



## **CHANGES / REVISIONS**

We'll provide you with a full specification & plan of the project before we get started, its important that you understand this document. We recommend a meeting / call to discuss this so that everyone is of an understanding of what is required of everyone in the project team.

We don't want to limit your ideas and thoughts, so are happy to accommodate where necessary, but any request that we deem is outside the scope of the project, we will create a change-list for a phase 2 as we don't want to delay your project launch.



## **SUPPORT**

Support for your project is included in this contract, we provide 14 days from launch to help assist and iron out anything we may find that requires our attention. Any request after 14 days will be discussed and either a support plan put in place, or a cost estimate agreed to facilitate any changes.



## **BILLING**

Invoices will be issued and prompt payment is advised. Delay in payment will delay your project. Any invoices that are more than 10 days overdue will mean we will 'down tools' until payment is made.