

Terms & Conditions

SUMMARY

You, {the customer} are hiring us {the developer} to design and develop an eLearning course for the estimated total price of {price} outlined in our previous correspondence.

As our customer, you have the power and ability to enter into this contract on behalf of your company or organisation. You agree to provide us with everything that we need to complete the project including {text, images, fonts and other information as and when I 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 and are bound by any deadlines that we set together. You also agree to keep to the payment schedule set out in this proposal.

We have the experience and ability to perform the services you need, and we will carry them out in a professional and timely manner. We will endeavour to meet all the deadlines set but am not responsible for a missed launch date or a deadline if you have been late in supplying materials or have not approved our work on time at any stage. We will also maintain the confidentiality of any information that you give us.

DETAILS OF THE WORKS

We will create designs for the look, layout, and functionality of your eLearning. This contract includes {one main design and two opportunities for you to make revisions to the final design}. If you are not happy with the design at that point, we will provide you with an additional quote for extra design work needed. If instead, you wish to cancel our agreement, you may do so and we will request payment for the work completed to date.

TEMPLATES

We will develop a template for styling and functionality. 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 Photoshop, Illustrator and {Storyline} so we won't waste time mocking up every template as a static visual. We may use static visuals to indicate a look-and-feel direction (colour, texture and typography.)

We will test in the current versions of all major browsers. We will not test these templates in old or abandoned browsers.

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TEXT CONTENT

We are not responsible for writing or inputting any text copy. We will be happy to help, but significant work on our part will result in a charge above and beyond the original price. This will not be done without your approval of an additional quote provided in advance. If you'd like us to write new content or QA your existing text, we can provide a separate estimate for that.

PHOTOGRAPHS/IMAGES

You'll need to supply graphic files to us in an editable, vector digital format. Photographs must be in a high-resolution digital format. If you choose to buy stock photographs, we can suggest stock libraries and style of photography/images. If you'd like us to provide photographs/images we can do so. If you do choose for us to provide the stock photographs/images that price will be added to the initial quote.

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 or make decisions later when you might be better informed. The price at the beginning of this contract 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'll provide a separate estimate for to cover the additional work.

TECHNICAL SUPPORT

We do not offer or include technical support for your LMS or web hosting, or other services relating to hosting. If you do require help with anything beyond the design and development of your eLearning, we will be happy to try and help.

LEGAL

We can't guarantee that our work will be error-free (we're human!). We are not 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 this eLearning.

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

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validity and enforceability of any remaining provisions.

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 eLearning are either owned by you 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'll give you source files and finished files, and you should keep them somewhere safe as we're not required to keep a copy.

You also own text content, photographs, and other 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 this project only, unless we agree otherwise. We can provide a separate estimate for that.

CONFIDENTIALITY

We acknowledge its responsibility, both during and after the term of its appointment, to use all reasonable efforts to preserve the confidentiality of any proprietary or confidential information or data developed by us on behalf of you or disclosed by you to us.

PAYMENTS

You agree to pay our initial (1st) invoice upon receipt which will act as a deposit for the project.

Every invoice after that will have 30-day payment terms. In the event payment is not made within 30 days, we will charge a late payment fee of 1% per month on any overdue and unpaid balance not in dispute, to cover the manpower, interest, and other costs we pay for carrying overdue invoices from you. In addition, we reserve the right to stop work until payment is received.

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You cannot 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.



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