

# CONTRACT

Date: 23/08/2021

Between us REDPXL Studios and you KNEKTD Limited.

## 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. What we want is what's best for both parties, now and in the future.

## In brief

You (KNEKTD Limited), located at (24 Ormond Road, Richmond-Upon-Thames, England, TW10 6TH) are hiring us (REDPXL Studios) located at (Sophia House, 28 Cathedral Road, Cardiff, Wales, CF11 9LJ) to design, develop, host and maintain the web site at as outlined in our previous correspondence.

## What do both parties agree to do?

As our customer, you have the power and ability to enter into this contract on behalf of yourself, your company or organisation. You agree to provide us with everything that we'll need to complete the project – including text, images, database files and other information – when we need it and in the format we ask for, and the supply of such materials is for your own expense. You agree to review our work, provide feedback and 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 this contract.

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 use all reasonable endeavours to meet all 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, and you agree to reciprocate the same by not divulging our creative and technical knowhow, ideas or methods.

## Project details

### WORDPRESS

In this project we will be using a framework called WordPress, which will form the foundation of your website. It is a highly robust platform which allows you to content manage your website, and also enable possible advanced features such as e-commerce, blogging facilities and much more. As such, because this software together with its underlying themes and plugins are not made by us, you agree and understand that there may be certain limitations to using such a platform which may be beyond our control. You also understand that this framework is based upon templates or 'themes' which makes us being able to storyboard a design or a look-and-feel before commencing development not possible.

All copy, content and photography is to be supplied by the client. For this particular project, in order to keep to an affordable build we will develop utilising the latest in WordPress frameworks, which allows us to design through a web application utilising various themes, plugins, modules and templates to maximise the system's cost-effective approach to both web design and development. Any integrations with external third-party components and/or services (such as payment gateways, CRM systems or email marketing subscriber forms) relies solely on the scope and availability of WordPress plugins available as we are not

developers of custom plugins. These WordPress plugins are sometimes required to achieve the functionality you seek. Most of them are free, however sometimes there is a negligible cost involved for commercial use. We will be making use of WordPress plugins which we will have chosen for the reason that there are no such licence fees required, to keep the build as cost-effective as possible for you. Should any WordPress theme or plugin require licence fees (either as a once-off purchase, or an annual fee) we ask that you absorb these costs as they will need to be purchased by and licensed to your company respectively for commercial use and proof of ownership. Custom development or modification to any theme, plugin and/or module is beyond the scope our initial quotation to you. If there are multiple arrays of 10 or more products or services which need to be inputted, we will setup these first 10 of such items and will provide you with guidance on how you will be able to input any remaining items ad infinitum should this be necessary.

#### GRAPHICS AND PHOTOGRAPHS

You should supply graphic files to us in an editable, vector digital format. You should supply photographs to us in a high resolution digital format of at least 2,000 pixels in width. If you choose to buy stock photographs we can suggest vendors of stock photography, however there are a number of excellent sources providing free stock photography such as [unsplash.com](https://unsplash.com) and [pexels.com](https://pexels.com) for you to reference as well. Upon request we can search for photography on your behalf, however any time we spend searching for appropriate photographs will be charged at the hourly rate set out toward the end of this contract.

#### CHANGES AND REVISIONS

We know from plenty of experience that fixed-price contracts are rarely beneficial to you, as they often limit you to your first idea about how something should look, or how it might work. We don't want to limit either your options or your opportunities to change your mind.

The prices mentioned under the 'Payments' section below are based on the ideas laid out in our previous correspondence together. If you do want to change your mind, add extra themes, plugins, modules or templates or even add new functionality from those outlined in your quotation, that won't be a problem. After providing an estimate for the adjustments, and a revised timeframe on how this would impact the project, if agreed, the quoted amount will be added as a mid-project invoice, to be remitted before commencement of the work discussed.

We allow for a total of 5 hours of changes and revisions, which our clients typically never reach in a project. When and if required you will be charged the hourly rate set out at the end of this document. Along the way we might ask you to put requests in writing so we can keep track of changes. But don't worry, we'll always inform you in advance of any additional charges in relation to the project.

#### PEACE OF MIND

Our web sites have never experienced a prolonged period of downtime in more than 20 years. As such, we continue to operate a 98% uptime policy and don't expect to come up against any in the near future.

Unfortunately due to the however unlikely possibility of hacking attempts, denial of service attacks, as well as various other forms of intrusion and/or technical difficulties, both servers and infrastructure are complex environments to manage. As such, we reserve the right to take our servers offline should this action help prevent damage, or should maintenance or service patches be urgently required in order to safeguard your data. For the same reasons, you also understand we are unable to provide Administrator level access of any kind to your property in order to hold our server security to the highest standards.

#### SCHEDULE OF WORK

The timely delivery of your project is of the utmost priority to us and we know from experience that delays can cause disruption and anguish to both parties, so it is important for us to have a timeline to work toward so that we can get you up and running to benefit from your new website as soon as possible.

Upon receiving your payment of **£2,125.00** (Initial 50%) we will immediately begin development of your website. This involves configuring our servers and setting up the development environment required for us to begin initial work. We will create and build the databases needed and begin to develop the foundation for the site in terms of styling, typefaces, navigation system, tablet/smartphone optimisation and other backend coding adjustments that are needed. This stage takes 2 weeks, during which you will be able to use this time to collate all the content, copy and images that we'll need to work with.

It is important for you know that we will build out your website in the order of content received. Without photography, copy or product information the website cannot exist, and understandably we rely on these materials in order to progress, provide useful revisions for you to review and ultimately complete our work.

If after these initial 2 weeks have passed you still don't have everything that we need to complete our work, we will allow you a further 2 weeks to collate these materials and in the meantime we will endeavour to continue to build out the site according to the site structure depicted in your quotation, using placeholder images and text.

At this point our work with regard to the project is complete and the site is built – all that remains is for us to receive final outstanding content to replace existing placeholder images and text.

If after these initial 4 weeks have passed you still don't have all the content we require to do this, we will allow you a further 2 weeks to collate these last remaining materials before issuing our final invoice of **£2,125.00** (Final 50%) for development completion, which is due for payment immediately upon receipt. At this point you may continue to gather all the content you need to your own schedule and, once you are satisfied and have delivered all of these materials, we will layout the remaining content into the website for you and take the site live once you are fully satisfied.

## COMMUNICATION

It is with regret that we will not compete for time on your project. Should you employ or involve the services of an outside consultancy or person/s to provide advice or action work which we specialise in, we reserve the right to terminate your project and any deposits initially remitted with regard to the project are non-refundable.

When we write to you for a point to be answered, material to be received or for a decision to be made, you understand that we will not be able to continue work on your project until such guidance or materials are received. Please ZIP archive all content, copy and photography to [content@redpxl.co](mailto:content@redpxl.co) through a service such as WeTransfer, or provide these to us by memory stick as you find convenient.

Though operating across multiple time zones presents its challenges, and while we always endeavour to exceed your every expectation, please note that our office hours are between 09:00 and 17:00 GMT. We kindly ask that you place all requests, replies, decisions or answers to us by email, as we cannot be liable for any network delay through text (SMS) message or other similar messaging applications and/or networks.

## Legal

Our sole warranty is that the website will perform substantially in accordance with the specification agreed between us for a period of three months from project completion. If the website doesn't perform we shall at no additional charge carry out any work necessary in order to ensure that the website substantially complies with the specification.

This warranty shall not apply to the extent any failure of the website to substantially perform in accordance with the specification is caused by any materials you have supplied for incorporation into the website or arising as a consequence of your terminating the maintenance services to be supplied under this contract.

All conditions, warranties or other terms concerning the services we are providing which might otherwise be implied into this contract (whether by statute or otherwise) are hereby expressly excluded.

Nothing in this contract shall operate to exclude or limit our liability for:

- (a) death or personal injury caused by our negligence; or
- (b) any breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or
- (c) fraud; or
- (d) any other liability which cannot be excluded or limited under applicable law.

We cannot guarantee that our work will be error-free and we will not be liable to you or any third-party for any damage to software, damage to or loss of data, loss of profit, anticipated profits, revenues, anticipated savings, goodwill or business opportunity, or for any indirect or consequential loss or damage.

Our total liability in respect of claims based on events in any calendar year arising out of or in connection with this agreement, whether in contract or tort (including negligence) or otherwise, shall in no circumstances exceed 10% of the total charges payable by You under this contract in that calendar year.

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.

#### COPYRIGHTS

You guarantee to us that any elements of text, graphics, videos, photos, designs, trademarks, or other artwork that you provide or allow us to include in your web site and/or approve to take the website live with are either owned by your good selves, or that you have permission to use them. You also ensure that all such content does not infringe applicable law and is not offensive in any manner (ie. race, gender, religion). We reserve the right to refuse any such malicious or offensive content. Upon receipt of your final development payment for the project, remittance signifies your full approval for site launch and the website becomes your property for commercial benefit and use, while ownership and copyright is automatically assigned as follows:

You own the graphics and other visual elements that we create for you for this project. You also own text content, photographs and other data you provided, unless someone else owns them. We own the markup, CSS and other code and provided that you comply with the terms set out in this contract we grant you a non-exclusive licence to use it to enable you to operate this website only.

We love to show off our work and share what we have learned with other people, so we also reserve the right to display some of your content and link to your works as part of our portfolio and to write about the project on web sites and social media, in magazine articles and in books about branding and design.

#### MAINTENANCE STRUCTURE

Technology moves quickly and content management systems release frequent software updates to include security patches and new functionality. It is important to keep your website CMS and plugins up to date to minimise the risk of your website being compromised due to outdated software. We provide the following on-going support:

- Website Hosting
- Faster load times with Advanced Caching
- Automated Image Optimisation
- WordPress CMS Security Updates
- Plugin Updates

- Automated Website Backup
- Weekly Antivirus Scans
- Anti-Spam Form Protection

From the conversations we've had together and what you've told us, you understand that maintenance is a prerequisite to the commissioning of this project, and is essential work necessary to ensure compatibility with the very latest web browsers, smartphones and tablets.

As referenced in our conversations, the website component cannot exist without the maintenance component for many technical reasons, some of which already explained to you at length and in detail. You agree under this contract that we cannot be held liable for any errors or failures in software, themes, plugins or modules we do not control, such as WordPress and/or their counterparts. Any web font service we use forms an operational part of this maintenance agreement in licensing this software to you.

#### PAYMENTS

We are sure you understand how important it is as a business that you pay the invoices that we send you promptly. As we're also sure you'll want to stay amiable, you agree to stick tight to the following payment schedule:

**£2,125.00 to commence the design and development of the web site.**

**£2,125.00 to be invoiced upon development completion or 6 weeks from project commencement, whichever milestone is first.**

**The upcoming month after the site project goes live, 6 months' combined maintenance of £288.00 (£48.00 x6) will be invoiced in advance.**

**£288.00 will be invoiced for each advance 6-month period thereafter.**

\* Our hourly rate is set at £40.00 / hour.

\* All prices mentioned in this document exclude value added tax. This VAT is payable in addition to the prices mentioned without exception.

\* With regret payments by cheque are not accepted. We cannot be held liable if services are disrupted resulting from fees not received due to postal delays.

Please note we cannot be liable for any delay to service arising out of any failure on your part to make payment when requested.

#### TERMINATION BY THE CUSTOMER

However unlikely it may be, should you like to abandon the website maintenance part of this contract, you may cancel your monthly commitment any time after a twelve month period following project launch. So long as you give us the gentlemanly agreement of one full calendar month's notice in writing. With regret, in such a situation, no refunds will be provided for advance maintenance hosting and/or SSL certificate payments due to the same commitments we are bound to with server and infrastructure suppliers.

Please note that in terminating the maintenance part of this contract your licence to use certain web fonts we may integrate and other software services will terminate and your website may lose certain of its functionality. We would urge you to consider carefully the maintenance services before exercising your right to cancel under this paragraph.

#### TERMINATION BY THE SUPPLIER

We may terminate this agreement immediately at any time by giving you written notice if:-

- (a) you are in material breach of your obligations under this contract which (if capable of being remedied) is not remedied within 30 days after we have written to you to request it to be remedied;
- (b) you cease to trade; or
- (c) you become insolvent or unable to pay your debts within the meaning of the insolvency legislation applicable to you; or
- (d) a person (including the holder of a charge or other security interest) is appointed to manage or take control of the whole or part of your business or assets, or notice of an intention to appoint such a person is given or documents relating to such an appointment are filed with any court; or
- (e) the ability of your creditors to take any action to enforce their debts is suspended, restricted or prevented or some or all of that party's creditors accept, by agreement or pursuant to a court order, an amount of less than the sums owing to them in satisfaction of those sums; or
- (f) any process is instituted which could lead to you being dissolved and your assets being distributed to your creditors, shareholders or other contributors (other than for the purposes of solvent amalgamation or reconstruction).

If we exercise our right to terminate in accordance with this paragraph, all licences we grant to you under this contract will terminate immediately.

#### TERMINATION BEFORE PROJECT COMPLETION

Should either party terminate this contract:-

- (a) no refunds are owed in relation to the project.
- (b) the final development invoice becomes payable upon termination.

#### POST-TERMINATION

Should either party terminate this contract or cancel the maintenance plan:-

- (a) all outstanding invoices become payable upon termination.
- (b) the terms defined under 'Indemnity' below will continue in full force and effect.

#### INDEMNITY

If we are subject to any claim, loss or damage (including legal and other professional fees) arising as a consequence of any alleged or actual infringement of any third party intellectual property rights arising out of our use of any materials you supply to us for incorporation into the website or otherwise arising out of any failure or delay on your part to perform your obligations under this contract, you agree to indemnify us against any such claim, loss or damage.

#### FORCE MAJEURE

A party is not liable for failure to perform the party's obligations if such failure is as a result of Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalisation, government sanction, blockage, embargo, labor dispute, strike, lockout or interruption or failure of electricity or telephone service. No party is entitled to terminate this Agreement under 'Termination by the customer' or 'Termination by the supplier' in such circumstances.

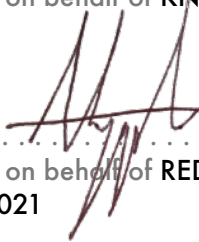
If a party asserts Force Majeure as an excuse for failure to perform the party's obligation, then the nonperforming party must prove that the party took reasonable steps to minimise delay or damages caused by foreseeable events, that the party substantially fulfilled all non-excused obligations, and that the other party was timely notified of the likelihood or actual occurrence of an event described in the paragraph titled 'Force Majeure'.

## Conclusion

If for some reason one part of this contract becomes invalid or unenforceable, the remaining parts of it remain in place.

Although the purposes of this contract are for the understanding and protection of both parties, the intentions are serious and this contract is a legal document governed by English Law and any disputes shall be settled under the exclusive jurisdiction of the courts of England and Wales.

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Signed by and on behalf of **KNEKTD Limited**

A handwritten signature in dark ink, consisting of several overlapping, stylized strokes, positioned between the signature lines for KNEKTD Limited and REDPXL Studios.

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Signed by and on behalf of **REDPXL Studios**  
Date **23/08/2021**

ENDS/