

Website Design, Photography & Maintenance

"Since York Creative built my website I have had an unprecedented response for room bookings! I have received many compliments regarding the site, & Visitor Information Centres even comment on how good it is! I would highly recommend this service."

— **Nick Williams, Galtres Lodge Hotel, York.**
www.galtreslodgehotel.co.uk

Dear Sir / Madam,

York Creative is a freelance service which offers website maintenance, advice or design consultancy by myself, Jonah Naylor, alongside my personal support team.

York Creative aims to work with you on an "as & when required" basis to adhere to your general website needs, queries or updates.

Often organisations can benefit from a new professional image, branding or website displaying up-to-date photographs & information, which can increase trade & establish your company name with York locals & within the tourism sector.

At York Creative we can offer you:

- Full website design & mobile website design
- Existing site management & maintenance
- Branding & logo design
- Professional photography
- Search engine optimisation & advertising
- Business email accounts & website hosting
- Social network integration (Twitter, Facebook etc)
- 24 hour local support
- Free listing on Inside York tourism website
- Statistical website visitor analysis
- Mailinglists & online marketing

York Creative has managed & designed websites for many of York's guest houses & hotels; as well as bars, pubs, restaurants, beauty spas, artists, musicians, florists & tourist attractions.

Being centrally located in York we are able to transfer our local knowledge into our work. As an emerging local business, we can offer competitive prices & a great service. Other independent designers, larger companies or online agencies are unable to offer you this level of local bespoke service at such a low price.

We are very proud of our York input & are also responsible for the large online tourism website www.insideyork.co.uk, as well as the official Shambles guide www.yorkshambles.com. Both have proven to be extremely popular with a vast amount of daily views.

Due to running business websites & York tourism sites of our own, we are out daily taking photos, updating content & being involved - putting us in the best position to share our growing services & resources with our client-base. We even run a York stock photography & images website which we give our members free access to at: www.yorkstockphotos.co.uk

We also work closely with York Tourism Bureau, Visit York, Guest Link & other services to ensure you have the best online presence for your business. This allows us to effectively help your overall Google & search engine presence, which can therefore equate to further business.

We at York Creative feel that each client we work with should receive an individualised & personal service, being easily accessible & locally based we can offer just that.

If myself or any of the support team at York Creative can be of any further assistance to you, please do not hesitate to contact us. Our portfolio of websites we have created & currently manage are displayed on our own website.

You can view our latest packages and prices at: www.yorkcreative.co.uk/hosting/cart.php

Thank you very much for the opportunity to work with your company.

— **Jonah Naylor (jonah@yorkcreative.co.uk)**
Chief Developer & Online Consultant

Website Design Pricing & Options

Below are a range of packages to suit your needs, all available online at: www.yorkcreative.co.uk/hosting/. We are happy to discuss further options subject to requirements. If you have any questions please email hannah@yorkcreative.co.uk.

Basic Hosting & Email

- Domain name transfer, renewal or registration for **.co.uk domains at no extra charge**
- Unlimited hosting space for your website
- Email box setup or email forwarding facilities

Membership Package - Hosting, Email & Website Maintenance

- Updates & small alterations to your website as needed
- Discount on all our services and products with exclusive promo code 'ycmember'
- Domain name transfer, renewal or registration service subject to requirements
- Unlimited hosting space for your website
- Email box setup or email forwarding facilities
- Technical maintenance and 24/7 personal support by email
- Coaching & support on how to update your website or other features we've built in
- Search engine optimisation (including Google Services; Analytics, Adwords, Places & Plus:One Button)

Business Website Design

Specifications built & priced by your requirements.

Website Design options can include the following:

- Full website design & construction
- Photograph gallery page
- Logo/header/banner design. To give your organisation or business brand identity. (We can also use graphics or branding you have already had designed.)
- Business email accounts setup or email forwarding facilities
- Social networking integration (Twitter, Facebook, Circles etc)
- Contact form and map pages for enquiries
- Domain name registration if needed **.co.uk domains at no extra charge**
- Hit counter set up so you can track visits to your new website
- Coaching & support on how to update your website or other features we've built in

Retail eCommerce Package - Online Shop

Website built with full functionality enabling your business to **sell online**.

eCommerce websites include the following:

- Full website design, construction & product sales testing
- Shop login & products upload/amendments functionality
- Customer registration & ordering administration
- Credit/Debit Card Merchant services, PayPal, Google Checkout integration
- Logo/header/banner design. To give your organisation or business brand identity. (We can also use graphics or branding you have already had designed.)
- Business email accounts setup or email forwarding facilities
- Social networking integration (Twitter, Facebook etc)
- Domain name registration if needed **.co.uk domains at no extra charge**
- Hit counter set up so you can track visits to your new website
- Coaching & support on how to update your website or other features we've built in

Photography, Branding & Advertising

We are happy to discuss further options subject to requirements. If you have any questions please email hannah@yorkcreative.co.uk or visit our services area at www.yorkcreative.co.uk/hosting/.

Professional Photography Shoot

- Half-day photo shoot & processing time
- CD-ROM containing photos for your use on leaflets, websites, advertisements etc
- Visual enhancement effects & post-image processing included

Business Branding & Graphic Design

- In-house bespoke graphic design for your business
- Logo, brochure, leaflet, business card & stationary production

Printing & Promotional Products

We also offer a full colour print service. We can print large quantities of promotional material.

Please contact us for a quote on the following:

- Large format banner & advertisement printing
- A-boards, menus, window stickering, leaflets & brochures etc

York Stock Photography Image Library

York Creative also supply stock photography & York images for use in promotional literature and tourism guides, as well as for our clients' own websites and brochures. Our online image archive holds hundreds of high resolution photographs of York which can help brand your business locally and help you fit into the York or Yorkshire tourism market.

Our pay monthly Membership Package clients have free access & use of these images. We can also provide images at a flat-rate cost to non-members who are also welcome to use the site.

You can visit our photography website or register for an account here:

www.yorkstockphotos.co.uk

Inside York Service

Inside York is a guide to York, helping promote York, its businesses, tourism industry & history. We are happy to list our pay monthly Membership Package customers at a discounted rate.

To see how Inside York can help you, or if you are interested in a listing please see the links below:

www.insideyork.co.uk or **www.insideyork.co.uk/advertising**

Terms of Agreement

Definitions:

The Client : The company or individual requesting the services of York Creative.
York Creative: Refers to York Creative Ltd company no. 07989318 as well as our designers/site owner & employees or affiliates.

General

York Creative will carry out work only where an agreement is provided either by email, telephone, mail or fax. York Creative will carry out work only for clients who are 18 years of age or above. An 'order' is deemed to be a written or verbal contract between York Creative & the client, this includes telephone & email agreements.

Website Design

Whilst every endeavor will be made to ensure that the website & any scripts or programs are free of errors, York Creative cannot accept responsibility for any losses incurred due to malfunction, the website or any part of it.

The website, graphics & any programming code remain the property of York Creative until all outstanding accounts are paid in full.

Any scripts, cgi applications, php scripts, or software (unless specifically agreed) written by York Creative remain the copyright of York Creative & may only be commercially reproduced or resold with the permission of York Creative.

York Creative cannot take responsibility for any copyright infringements caused by materials submitted by the client or used by the client in the future on their website. We reserve the right to refuse any material of a copyrighted nature unless adequate proof is given of permission to use such material.

Any coding additions to website briefs provided will be carried out at the discretion of York Creative & may carry an additional cost. Where no charge is made by York Creative for such additions, York Creative accept no responsibility to ensure such additions are error free & reserve the right to charge an according amount for any correction to these or further additions.

The client agrees to make available as soon as is reasonably possible to York Creative all materials required to complete the site to the agreed standard & within the set deadline.

York Creative will not be liable for costs incurred, compensation or loss of earnings due to the failure to meet agreed deadlines.

York Creative will not be liable or become involved in any disputes between the site owner & their clients & cannot be held responsible for any wrongdoing on the part of a site owner. eg. Any disputes re content/images that have been provided to us for inclusion on the site.

York Creative will not be liable for any costs incurred, compensation or loss of earnings due to the work carried out on behalf of the client or any of the clients appointed agents.

York Creative will not be liable for any costs incurred, compensation or loss of earnings due to the unavailability of the site, its servers, software or any material provided by its agents.

In no event shall York Creative be liable for any direct, indirect, consequential, special & exemplary damages, or any damages whatsoever, stemming from the use or performance of a client website or from any information, products & services provided through client sites, even if this website has been advised of the possibility of such damages.

• In the absence of any negligence or other breach of duty by us, your use of our client websites is entirely at your own risk.

• If we are in breach of the arrangements under this agreement, we will not be responsible for any losses that you suffer as a result.

• We do not have any liability of any sort (including liability for negligence) for the acts or omissions of providers of telecommunication services or for faults in or failures of their networks & equipment.

A non-refundable deposit of 50% is required with all of our projects before any design work will be carried out.

Once a website has been designed & completed the final balance of payment is then due in accordance with our payment terms. There are no exceptions to this, i.e If the client decides they no longer want the site, as they have commissioned the work & paid a deposit they are still obliged to pay for the work that has been done. Non payment will result in legal action being taken if necessary. Once full payment is received for a website, it is assumed that the project has been completed to the clients satisfaction & no refunds can be offered. We do offer free updates for a month after completion to allow for any final amendments that may be required.

Database, Application & E-Commerce Development

York Creative cannot take responsibility for any losses incurred by the use of any software created for the client. Whilst every care has been taken to ensure products are problem free & accurate, the ultimate responsibility lies with the client in ensuring that all software is functioning correctly before use.

Any scripts, applications or software (unless specifically agreed) written by York Creative remain the copyright of York Creative & may only be commercially reproduced or resold with the permission of York Creative.

Where applications or sites are developed on servers not recommended by York Creative, the client is expected to provide or seek any information, additional software, support or co-operation pertaining to the server required in order for the

application to be correctly developed. Where large applications are to be developed, it is the clients responsibility to provide a suitable testing environment which is identical to the final production environment.

The client is expected to test fully any application or programming relating to a site developed by York Creative before being made generally available for use. Where "bugs", errors or other issues are found after the site is live, York Creative will endeavor (but is not obliged to) to correct these issues to meet the standards of function outlined in the brief.

Compatibility

York Creative will endeavor to ensure that any developed/designed site or application will function correctly on the server it is initially installed in & that it will function correctly when viewed with the web browsing software Microsoft Internet Explorer & to an acceptable level with Mozilla browsers, such as Firefox. York Creative can offer no guarantees of correct function with all browser software as they constantly change.

Website Hosting

No guarantees can be made as to the availability or interruption of this service by York Creative. Some downtime can be expected with service upgrades & maintenance. York Creative cannot accept liability for losses caused by the unavailability, malfunction or interruption of this service, or for loss of turnover, sales, revenue, profits or indirect, consequential or special loss.

York Creative reserve the right to refuse to handle in any way, material which may be deemed offensive, illegal or in any way controversial, & also to terminate the free hosting service should the necessity arise.

Website Optimisation

Due to external factors, such as changes to the way search engines rank websites, we cannot offer any guarantees regarding the position we will achieve for websites. The process of optimizing websites itself will bring in more traffic & hits & you'll see visits increase to your site naturally. We cannot accept liability for any change in rankings, or drop off in the position of your website due to changes in the algorithms of the search engines or the factors that they use to rank websites.

We use 'white hat techniques' when optimizing websites & always aim to achieve a top ten ranking for your website within six months of undertaking the optimization process. Due to the work involved payment is generally required in advance & we are unable to offer a refund of any monies to clients in relation to this type of work.

York Creative reserve the right to refuse to handle in any way, material which may be deemed offensive, illegal or in any way controversial.

Payment of Accounts

A deposit is required from any new client before any work is carried out. It is the York Creative policy that any outstanding accounts for work carried out by York Creative or its affiliates are required to be paid in full, no later than 30 days from the date of the invoice unless by prior arrangement with York Creative.

Once a deposit is paid & work completed you are obliged to pay the balance of payment in full. We will contact clients via email & telephone to remind them of such payments if they are not received when due.

If accounts are not settled or York Creative have not been contacted regarding the delay, access to the related website may be denied & web pages removed, we will then pass such cases to the Small Claims Court to pursue payment, non payment can result in county court judgements (ccj's) being added to the clients credit rating.

Following consistent non payment of an invoice our Solicitors will contact the client in question, with a view to taking the matter further & if need be to seek payment through legal procedures, & if necessary court summons.

Your Privacy

We do not share or sell any of your details with third party companies, without your express permission & we will only email you or contact you about work related matters.

Complaints Procedure

Informal procedure

Anyone who experiences a problem with their web service provided by York Creative should raise the matter directly using our online contact form to do so, giving sufficient information to locate the material (such as an url) & clearly outlining the grounds for complaint.

York Creative will approach the individual responsible for the material in question with a view to resolving the matter to the satisfaction of the complainant.

Formal complaints procedure

The formal complaints procedure should only be used where the complainant feels that the nature of the complaint is too serious to be dealt with informally, or where a satisfactory conclusion has not been reached after following the informal procedure.

A formal complaint should be made in writing to York Creative, who will acknowledge receipt & ensure that the matter is looked into as soon as possible.

An initial response to any complaint can be expected within seven days of its receipt; a full & considered response to the complaint should be completed within 30 days & any subsequent remedy implemented with the minimum of delay.