



**Bronco**

# Working with Bronco

Our Process, Terms and Conditions & Service Agreement

# Hello

Our aim in producing this document is to provide you with a roadmap for our upcoming partnership, shedding light on how we navigate projects and interact with you to bring your digital dreams to life. We want to be able to express our **commitment to transparency**, open communication, and innovative solutions that ensures that your journey with us is not only seamless but exceptional.

In this guide, we'll **walk you through the key aspects** that define our approach, from project inception to post-launch support. You will discover how our tight-knit team fosters direct communication, crafts engaging solutions and remains by your side, offering guidance and solutions beyond the launch of your website.

Lastly, you'll find our service agreement located on the final page. Combined, this comprehensive document encompasses the terms and conditions that apply to all our web design and development services.

So, let's dive in and get straight to the heart of how we work and how teaming up with Bronco can deliver a digital transformation that goes beyond the ordinary.







# Project Proposal

In addition to this document, you may have received a Project Proposal. The format of the proposal will vary based on the scale and complexity of your project. While this document offers a broader overview of engaging with Bronco, **the Project Proposal delves into the specific needs of your project.**

Where conflicts between the terms outlined in this document and the Project Proposal exist, our Project Proposal will take precedence. But, if you have any questions, please don't hesitate to get in touch.

While our Terms & Conditions may undergo changes periodically, this document and the Proposal will remain applicable throughout the entire lifecycle of your project – from initiation to one month after the project's launch.

**Bronco**  
There's always a solution!



What more  
could I have  
done?

# Our Approach

With a wealth of experience spanning over 20 years in the industry, we've cultivated a range of processes and philosophies that contribute to the quality of work we deliver and the satisfaction of you; our client. As many of these processes impact you as a prospective client, we feel it's vital for us to share how we navigate various stages of our web projects.





# Open Communication

Here at Bronco, our distinctiveness lies in being a close-knit team. Our goal is to encourage **direct communication between you and the individuals** who are directly accountable for bringing your project to life.

This sets us apart from other agencies that rely heavily on account or project managers and instead fosters a philosophy of collaborative and honest communication to enhance the outcome of your project.

Overseeing your project's journey and undertaking initial communications with new clients are **Becky Naylor** (Director of Client Services) and **Kean Richmond** (Senior Designer). Both Becky and Kean are available to you and engaged throughout the entirety of your project.

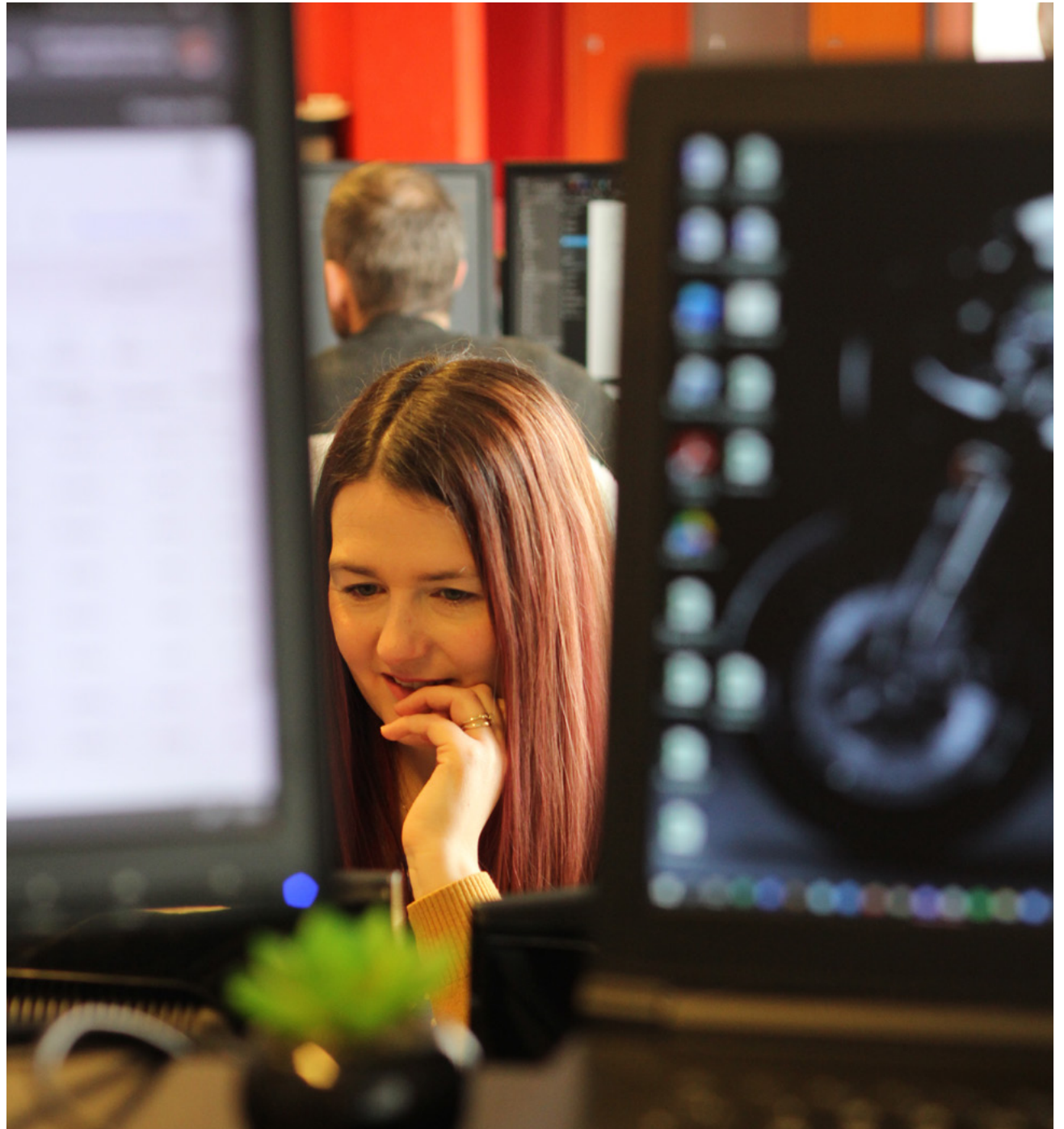
# Project Proposal and Quotation

Following your initial inquiry, the Bronco team gathers your requirements into a detailed Project Proposal. For complex solutions, this can require lengthy communication, but it's essential for us to grasp your needs to deliver the best solution.

Using this information, we estimate the required time for design, development, and testing, forming the foundation of our project quotation. Our focus centres on **equitable and cost-effective pricing**, based solely on the provided information.

Within our quotation, we also factor in additional time for limited design revisions (explained in greater detail later in this document) and adjustments during testing. Recognising that each client's needs differ, our goal is to set reasonable limits, **charging solely for what is likely to be utilised** without appending unnecessary contingency expenses.

Quotes remain valid for 6 months and are subject to UK VAT.







## Design

At Bronco, our ethos revolves around a **collaborative design process** that brings your vision to life while maintaining a streamlined project timeline. Our iterative approach refines designs based on your input, ensuring a final product that surpasses expectations.

Our process, continued next page...

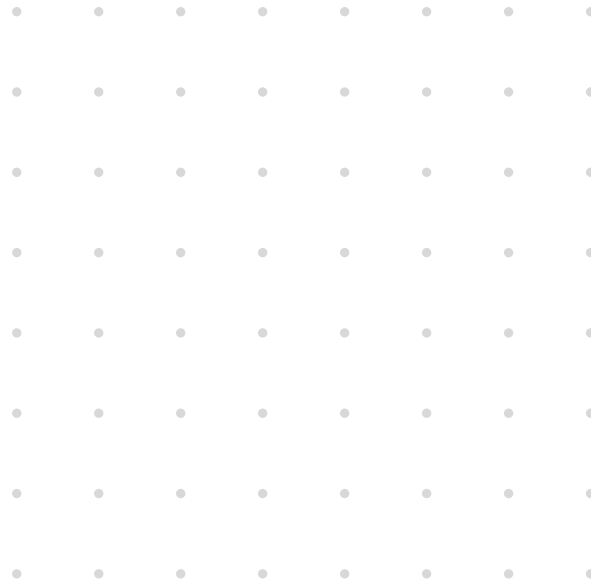




## Multiple design options

During each design phase, **we will present a single design option, rather than multiple choices.** This strategy is driven by several considerations that collectively enhance the client experience and yield a superior final product.

In addition to this being more cost-effective for our clients, our commitment to this approach is fuelled by the desire to **craft the finest end product possible.** By dedicating our undivided attention to a single design solution, we channel our creativity, skill, and expertise towards honing it to perfection, whilst limiting wastage. This concentrated effort ensures that the resulting design is not just satisfactory, but outstanding.



## Fair and Out-of-Scope Revisions

Change is inherent in the realm of web design. Our approach encompasses **up to 3 rounds of revisions**<sup>1</sup>, integral to producing a design that resonates with you and your users.

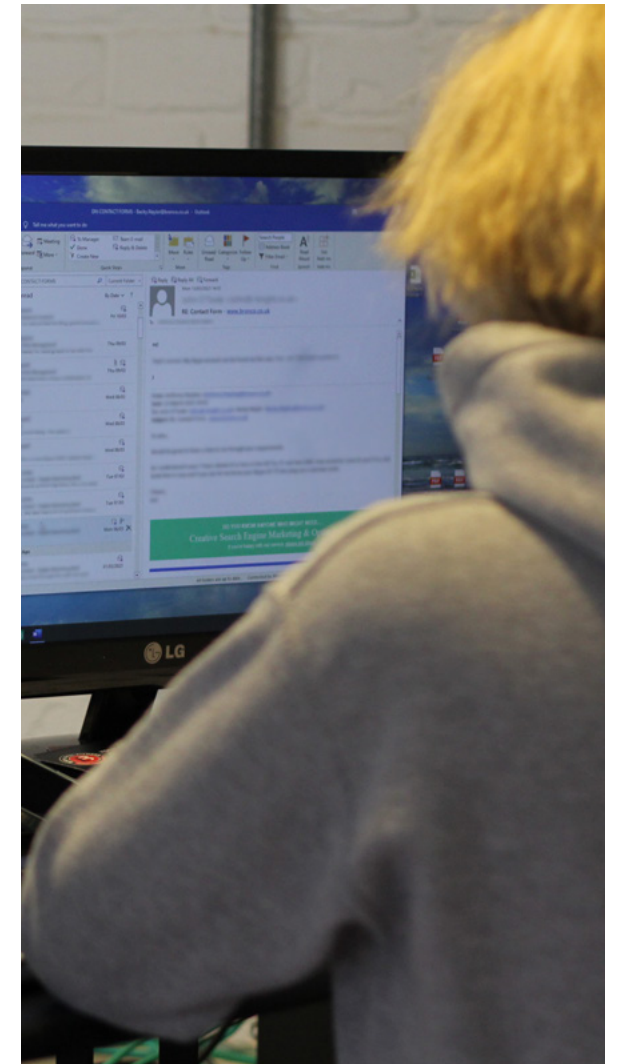
While this limit might seem counterintuitive, we find limiting the number of revisions creates a focused and efficient design process that drives effective communication and prioritises quality over quantity.

These revisions can encompass a wide range of adjustments to ensure you are fully satisfied that the final design meets the requirements of your business and the needs of its users/customers.

<sup>1</sup> If an entirely new design concept is necessary, this would exceed the 3-revision allowance. Further revisions can be produced at additional cost.

## The Importance of Sign-Off

Obtaining your sign-off at pivotal stages of the your project is paramount. **Design sign-off signals your approval** of the current iteration's direction, acting as a vital checkpoint. This step aims to curb later design alterations, safeguard timelines, the original vision, and prevent unforeseen cost increases.

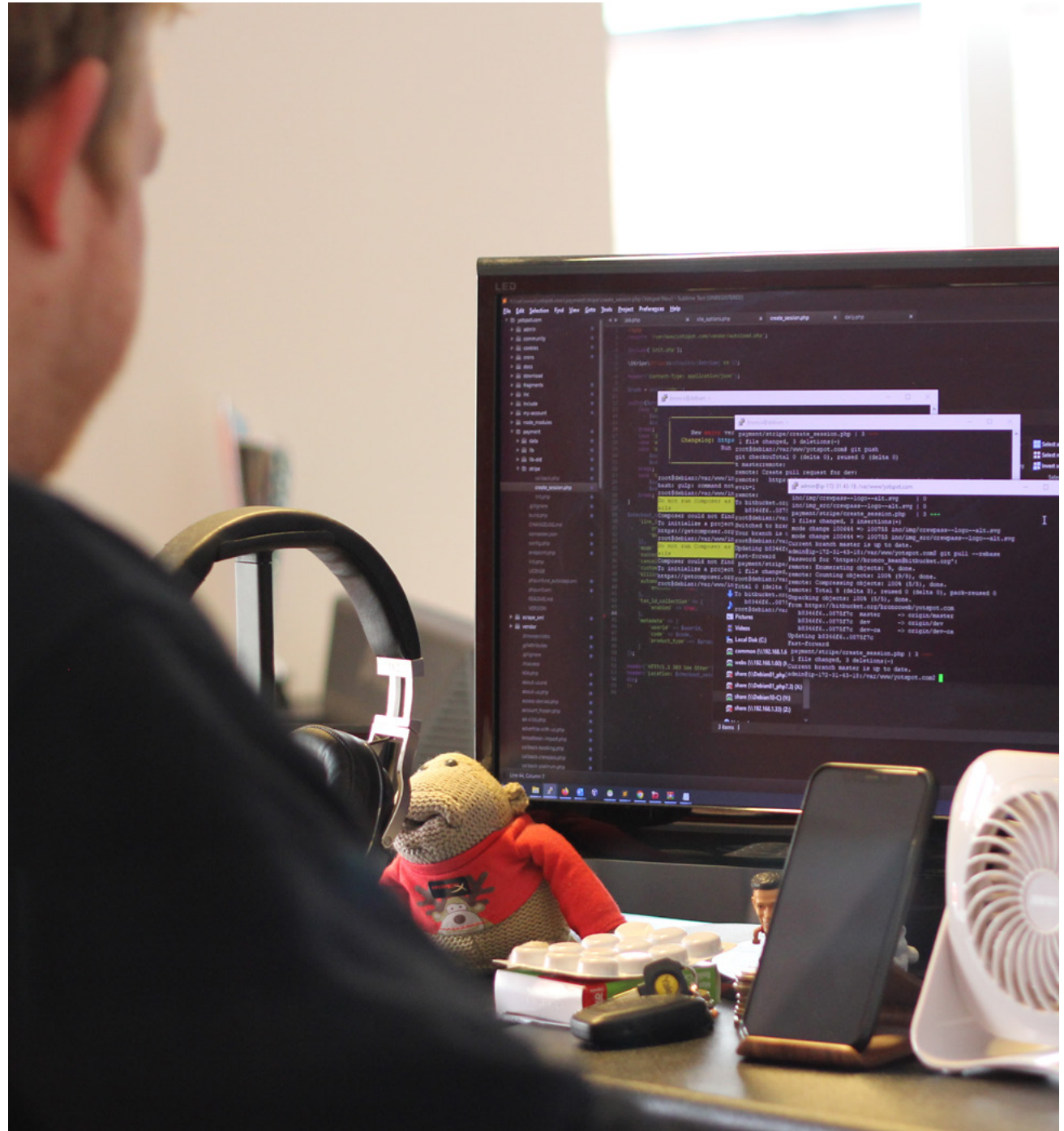




# Development

With the project specifications clearly defined, discussed, and mutually agreed upon through the Project Proposal or any associated documentation, the development phase is set to commence. Depending on a number of factors, it might be necessary for the development phase to start simultaneously with the design phase.

As we delve into crafting your website, **it's natural for the frequency of communication to decrease**, allowing us to focus intently on the creation process. That said, we are always available to provide updates if you require.



## Scheduling & Milestones

Upon providing a project quote, we will offer a general estimate for the project's completion timeframe. However, we **do not commit to specific launch dates**. Our reputation is built on our **agility and efficiency**, but nonetheless, unforeseen delays can arise, making it challenging to adhere to pre-defined launch dates.

As we often balance multiple on-going projects, many with long-term partners, your project is scheduled upon sign-off of your project, or on payment of a deposit, and placed in the next available slot suitable for its scope.

If the scheduling of other projects impacts any previously communicated guidance on timescales, we will communicate this to you.

## Third-Party Services

From time to time, you might express a need to, or we might recommend integrating with third-party services to enhance the functionality of your website or to offer features beyond our scope. Common instances include payment providers for e-commerce, CRM tools, or analytics platforms.

In all instances, **we request prior knowledge of any third-party services** that are necessary before providing a quote. Additionally, access to these services is required before development commences<sup>2</sup>.

<sup>2</sup> Exceptions may be made for services incurring significant additional costs while the website remains in development

## Development Environment

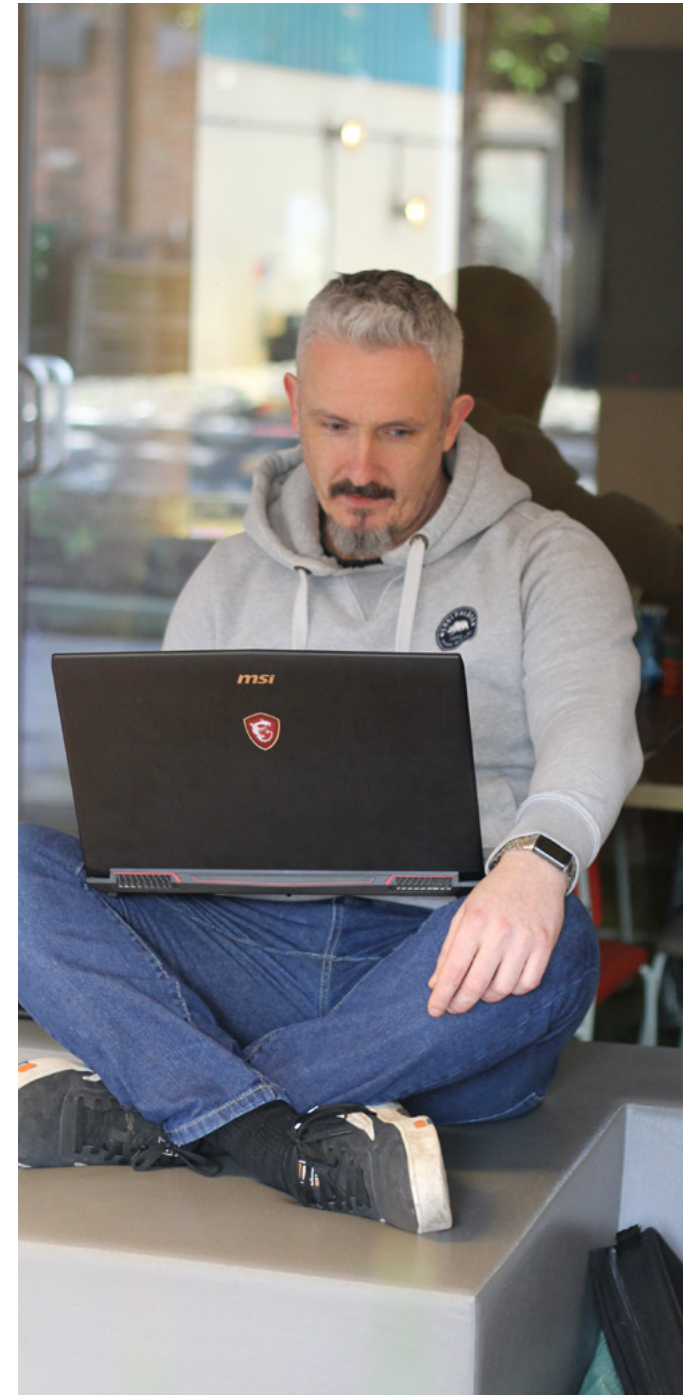
Typically, our strategy involves crafting and refining your website within a local development environment. This approach expedites both development and testing phases, ensuring an efficient process. As the website nears completion or requires your involvement – such as adding products to an e-commerce platform – it will be transitioned to a staging server for your evaluation.

For more substantial projects, this **staging server** is likely to persist even after the website's launch, serving as a versatile platform for reviewing and testing continuous development activity. This provides a controlled space for refining and enhancing the website's functionalities beyond its initial release.

## Technology

At Bronco, our projects are built upon the **LAMP development stack** (Linux, Apache, MySQL, and PHP), a common open-source solution for website development. This combination, in conjunction with HTML, CSS, and JavaScript, constitutes the fundamental framework of your website. One that is well supported across many hosting platforms.

Moreover, our approach embraces **Git as a version control system**. This strategic decision empowers collaborative development efforts, mitigating various potential risks associated with the web development journey.







## Testing

In the pursuit of delivering seamless and polished websites, Bronco places significant **emphasis on rigorous testing**. This phase is critical to ensure that your website functions flawlessly across various devices, browsers, and user scenarios.

Though Bronco undertakes various testing of your website throughout its development, **clients are also responsible for undertaking testing** to ensure the website is functional and meets their requirements. If testing is inadequate this can delay the launch of a website.

## Responsive Design & Browser Compatibility

Our team meticulously evaluates your website's responsiveness on different screen sizes, ranging from desktops to smartphones. This process guarantees a consistent and user-friendly experience, regardless of the device your audience employs.

Additionally, we conduct **thorough cross-browser testing** to verify compatibility across popular browsers, assuring your website's accessibility to a wide range of users.

Contemporary browser testing is no longer the pursuit of an identical appearance across varying browser capabilities. Instead, it focuses on providing a tailored experience that matches the browser/device's capabilities, without compromising what can be delivered to users on up-to-date technology.

**Desktop browser testing** - We meticulously test our work on current iterations of key desktop browsers, encompassing Apple's Safari (on Mac), Google Chrome, Microsoft Edge, Mozilla Firefox, and Opera. Other older browsers won't be tested unless explicitly agreed upon and separately costed.

**Mobile browser testing** - Testing on popular smaller screen devices, such as mobile phones and tablets, is pivotal in ensuring the design's appropriateness for the device's capabilities. We rigorously test our designs on:

- Safari on latest version of iOS
- Google Chrome Android on Android Emulator

## Functionality and Performance Testing

Bronco leaves **no stone unturned** when it comes to functionality and performance assessment. Our experts examine every interactive element, form submission, and dynamic feature to ensure they operate seamlessly.

Performance is equally crucial, and we conduct in-depth testing to optimise loading times, navigation speed, and overall user experience.



## User Experience (UX) & User Acceptance Testing (UAT)

Please note that these services are **not automatically included** as part of our standard project offerings. Though beneficial, we recognise that the costs associated with these services can sometimes be restrictive or unnecessary for certain clients. Instead, we offer the flexibility for clients to choose their own approach to testing.

Many clients opt to conduct their own testing or leverage their existing audience for feedback. This approach allows them to tailor testing strategies to their specific needs and resources, ensuring a more customised and efficient process.

Should you require more details regarding these testing services, we are more than happy to provide comprehensive information. **Our aim is to align our services with your preferences and requirements, ensuring a partnership that caters to your unique needs.**





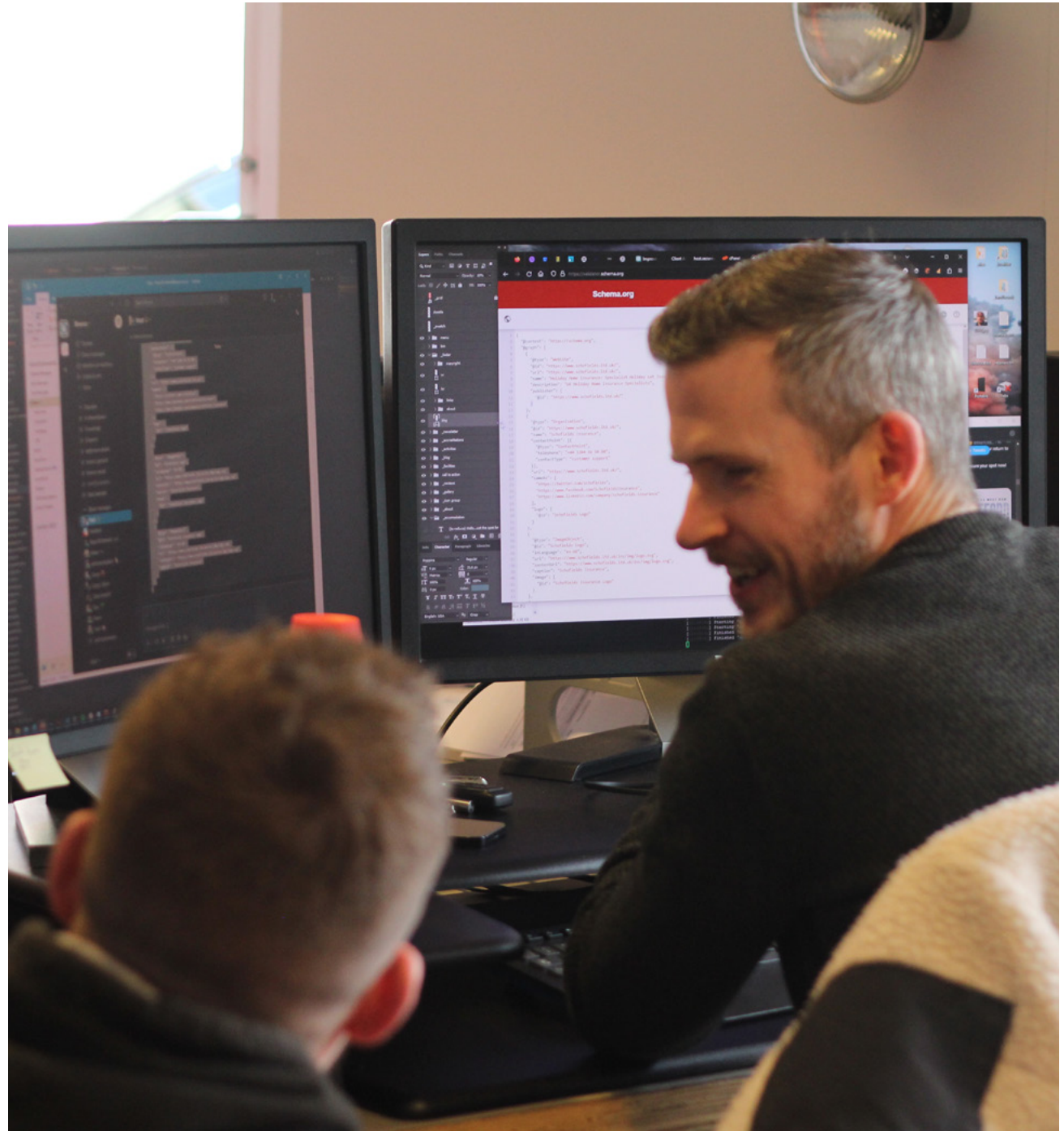
# Scope Creep

Scope creep refers to **any changes or additions that are requested throughout the progression of your project**, and which were not explicitly outlined in the Project Proposal or associated documentation.

These changes can materialise in various forms – be it additional design work, new features, or modifications to previously approved work. Despite our efforts to deliver comprehensive documentation<sup>3</sup>, we understand there might be instances where our understanding of the project requirements diverges from yours.

In response, we **aim to be fair** when evaluating what qualifies as scope creep and consequently, what might result in supplementary charges. Such charges are due to the increased scope and resources essential to accommodate these changes. If any additional costs may be incurred, these are conveyed transparently and discussed collaboratively.

<sup>3</sup>If you feel that any documentation provided is incomplete, please discuss this with us to avoid unexpected costs later





## Launch

The culmination of meticulous planning and dedicated effort leads us to the exhilarating moment of launch. At Bronco, this phase is approached with precision and care to ensure a seamless transition from development to the public eye.





## Strategic Launch Timing

Website launches are thoughtfully scheduled to take place at the **beginning of the week**. This timing aligns with our operational hours as a 9-to-5 UK based agency and allows us to provide optimal support during the crucial early days post-launch.

Launching early in the week allows us to closely monitor the website's performance, swiftly address any unforeseen challenges, and provide immediate assistance as needed.

## Support in the Early Post-Launch Phase

The days following the launch of your website are pivotal, and our **commitment to your success** continues during this critical period.

Our team is primed to offer robust support, ensuring that your website's functionality, performance, and user experience are error-free from the moment it goes live.

## Ongoing Support & Adjustments

Post-launch, we remain available should any fixes or minor adjustments be necessary **up to one month** at no additional cost<sup>4</sup>.

Our team is also readily available to provide help, guidance and solutions. We understand that the initial days post-launch can be a time of discovery, and we are dedicated to being a reliable partner throughout this journey.

## Your Success, Our Priority

The launch phase symbolises the culmination of your vision and our expertise.

While we devote our utmost efforts to ensure that your new website aligns with all the objectives you've outlined, we cannot provide an guarantee of success according to any specific key performance indicators (KPIs) you may have identified.

Nevertheless, our dedication to your accomplishments extends well beyond the launch itself, spanning ongoing support and enhancement. With Bronco,

you can rest assured that you possess a **dedicated team supporting your journey towards growth and success**.

## Maintenance

Beyond the launch phase of the project, Bronco does not provide ongoing maintenance of the website within the original project cost. If you require continued amendments to your website Bronco can complete these tasks on an ad-hoc basis or we can discuss the benefits of an ongoing maintenance retainer.

## Search Engine Optimisation (SEO)

Though Bronco specialises in providing SEO services in addition to many other digital marketing services, and works hard to produce search engine friendly websites, we cannot guarantee the amount of traffic, nor the ranking position of a new website.

If you have engaged us in any of our digital marketing services, these strategies will be integrated as required either pre or post launch and are subject to their own terms.

<sup>4</sup>Substantial alterations, or new features would incur additional costs

# Questions?

Within this guide, our objective is to present you with a transparent view of our methodology and the **expectations we hold for our clients** during the course of your project.

We understand that this guide might seem comprehensive, but we want to assure you that our goal is to **foster a collaborative and flexible partnership**. We understand each project is unique, and because of this our terms aren't set in stone. They are a foundation and if you should you wish to **discuss any changes**, we're all ears.

**Our mission is to not merely meet your requirements, but to exceed them, delivering a solution that genuinely surpasses expectations.**



**Bronco**



# Service Agreement

This Service Agreement (the "Agreement") is entered into between ["The Client"] and Bronco Ltd ("Service Provider")

## 1. Scope of Work

Service Provider agrees to provide Client with the following services (the "Services"):

- Web design and development services to create a new website for Client, including designing, coding, and launching the website as outlined within this document and the proposal document.
- Hosting services, if required, to host the website on Service Provider's server and provide ongoing technical support.

## 2. Fees and Payment

Service Provider shall charge Client a total fee as stated within the Proposal for Work document for the services rendered, payable along any pre-agreed payment plan. Service Provider will provide Client with an itemised invoice for the Services rendered. Client agrees to pay Service Provider within 14 days of invoice

Any unpaid invoices prior to site launch may impact any pre-agreed timescales.

Design fees constitute part of the overall account with Bronco. Any outstanding amounts on the account can potentially result in the suspension of hosting services (if applicable) until the balance is brought up to date or cleared. In the event that payment is not received within the stipulated timeframe, Bronco Ltd retains the right to promptly suspend all website and internet services.

## 3. Client Responsibilities

Client agrees to provide Service Provider with all necessary information, materials, and content needed to complete the Services. Client is responsible for ensuring that all information and content provided to Service Provider is accurate and does not infringe on any third-party rights.

Bronco Ltd will refrain from producing work for any website or business that we deem unsuitable, infringing upon copyright, or conflicting with UK laws.

In instances where the Client's website integrates a content management system, Bronco Ltd shall not assume liability for any content or images uploaded by the Client subsequent to the project's completion.

## 4. Timeline

Service Provider will use its best efforts to complete the Services in a timely manner, as outlined in the proposal document.

## 5. Intellectual Property Rights

Service Provider acknowledges that all materials, content, and intellectual property provided by Client for use in the Services will remain the property of Client. Service Provider agrees not to use any such materials or intellectual property without Client's express written permission.

## 6. Copyright and Ownership of Code and Graphics

Bronco Ltd retains the copyright and ownership for all code materials and graphics created during the provision of the Services. Upon completion of the project and receipt of payment for the website, all intellectual property rights associated with the developed code and graphics shall be vested in Bronco Ltd, in accordance with the Copyright, Designs and Patents Act 1988.

## 7. Usage and Restrictions

The ownership of the code and graphics developed by Bronco Ltd does not grant the Client or any third party the right to sell, copy, or distribute the code or graphics without the express written consent of Bronco Ltd. This provision is aimed at protecting the creative work and proprietary technology of Bronco Ltd.

## 8. Business Ownership Transfer and Hosting Platform Migration

This ownership provision does not impede the Client's ability to sell the website as part of a legitimate transfer of business ownership. In such cases, the ownership of the website and its associated code may be transferred along with the business, provided that Bronco Ltd is informed in writing of the ownership transfer.

## 9. Confidentiality

Both parties agree to keep any confidential information shared during the course of the Services confidential and not to disclose such information to any third party without prior agreement.

## 10. Hosting Services (if applicable)

Service Provider will host the website on its server and provide ongoing technical support, including maintenance, updates, and security measures. Client agrees to pay Service Provider the hosting fee as outlined in the proposal document on a recurring basis in accordance with the payment terms agreed upon.

The terms and conditions for hosting that exist on Service Provider's website (<https://www.bronco.co.uk/terms-hosting.html>) shall apply to the hosting services provided by Service Provider under this Agreement. Client agrees to comply with the Hosting Terms and Conditions.

## 11. Warranty and Limitation of Liability

Service Provider warrants that the Services will be performed in a professional and workmanlike manner. However, Service Provider makes no other warranties or guarantees, express or implied. In no event shall Service Provider be liable for any indirect, consequential, or incidental damages arising out of the Services.

## 12. Termination

Either party may terminate this Agreement at any time with written notice to the other party. In the event of termination, Client shall pay Service Provider for all Services rendered up to the date of termination.

## 13. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of England and Wales.

## 14. Website Terms and Conditions

The Web Design Terms and Conditions (as found within this guide and <https://www.bronco.co.uk/terms-web-design.html>) shall apply to this Agreement and are incorporated herein by reference. Client agrees to comply with the Web Design Terms and Conditions.

## 15. Entire Agreement

This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, understandings, and agreements between the parties. This Agreement may not be amended or modified except in writing signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date below:

Signed on behalf of Bronco Ltd

Signed on behalf of The Client

PRINT \_\_\_\_\_

DATE \_\_\_\_\_