

Superior Care

New Website Proposal

24th September 2019

 01622 238234  info@supersonicplayground.com

 The Business Terrace, Maidstone House, King Street, Maidstone, Kent ME15 6JQ

 www.supersonicplayground.com



Dear Stewart and Michael,

It was really good to see you at our meeting yesterday and thank you for taking the time to tell me more about your ambitions for the new website for Superior Care. It's a very exciting project and one that we would love to deliver for you.

As we discussed, the current Superior Care website has been in operation for some time but is no longer delivering on your business goals or presenting Superior Care as the leading premium provider of specialist care in Kent. As a cornerstone to your online presence, the new website must present you as trusted, credible and established and the go-to healthcare provider for both service users and also healthcare professionals seeking employment. The new website also needs to meet your high standards of attention to detail and design execution and be delivered to a very high standard.

I believe we are uniquely placed to deliver this project for you. Having enjoyed a successful career working as a designer at the highest level, I have built Supersonic Playground with the direct intention of creating beautiful, engaging and high-performing WordPress websites to the highest standards. Having delivered relevant healthcare projects for the likes of [Virgin Care](#) and also recruitment websites for the likes of [Intec Select](#), I also feel we have unique insights into the dual purpose of your website.

In order to keep our costs competitive, within this proposal I have included two different cost options - one that would leverage our affordable [Small Business Package WordPress Website](#) with extras to enhance the functionality, and one based on a fully [Custom WordPress Website](#) which would give you more control over the design and layout of the new website. Both options include the provision for a location-based job listing search and would also include the ability to either export to, or import from, the Indeed website for your job listings*.

If you have any further questions, please don't hesitate to call or email me.



Rich Dean,
Founder and Creative Director



What We'll Deliver

For the new website, I have included different cost options based on leveraging either our [Small Business Package WordPress Website](#), or a fully [Custom WordPress Website](#), with the latter giving you much more control over the layout and visual style.

Option 1: Package Website

With this option, we would leverage our Small Business Package Website to create the new website for Superior Care.

Having worked with a wide variety of businesses, we have designed and developed our [Small Business Package Website](#) which includes features and content that are perfect for most small to medium sized businesses. The benefit of our Small Business Package Website is that it is very cost-effective compared to a fully custom website as it has effectively been designed and built already, saving significant user experience and development time. With this option, we would tailor the look and feel of the website to match the Superior Care branding.

We recently delivered websites for [Brook Security](#), [Eden Telecoms](#), [Gioconda](#), [Hyssop Project](#) and [AMAT](#) using our Small Business Package Website, and we are currently working on a number of others. By default, the Small Business Package Website comes with the following features:

- ▶ Fully responsive and optimised for mobiles, tablets and desktop computers
- ▶ Tailored design to your branding and visual style
- ▶ Hand crafted by Supersonic Playground on the popular WordPress platform
- ▶ Easy to use Content Management System meaning you can maintain the website yourself
- ▶ Homepage including service listings
- ▶ About page including team profiles
- ▶ Service listings page linking through to individual service pages
- ▶ Blog listings page linking through to individual blog articles
- ▶ Social sharing of blog posts
- ▶ Testimonials page
- ▶ Case studies listing page linking through to individual case studies
- ▶ Clients/partners/brands page with a grid of logos
- ▶ Contact page including email, telephone, address, Google location map and enquiry form
- ▶ Automated SEO guidance so you can optimise the content for search engines
- ▶ Includes the purchase of up to 10 high quality royalty free images
- ▶ Includes 1 year's fast and secure WP Engine hosting (usually £300+VAT,

renewed annually on the anniversary of the website's launch)

- ▶ Includes SSL certificate for extra security

Package Website Base Cost: £2,795.00

We would then further customise the website by adding these further extras and enhancements:

- ▶ Competitor analysis of 5-6 websites
- ▶ Location-based search for job listings*
- ▶ Tabbed module on content pages
- ▶ Redesign of contact page for three locations
- ▶ Exporting/importing jobs to Indeed website
- ▶ Accessibility testing

Extras: £3,510.00

Option 1 Total: £6,305.00

Option 2: Fully Custom Website

With this option, we would design and develop a completely new [custom WordPress website](#) for Superior Care that presents you as trusted, credible, established and the leading provider of specialist healthcare in Kent for both service users and healthcare professionals seeking employment. The new website would convey the positive and supportive nature of the care services that you offer, with a focus on reassuring service users seeking

your services, and also presenting Superior Care as an attractive place to work for healthcare professionals seeking employment.

Starting with a blank canvas, we would work closely with you to design a completely new set of page layouts that are tailored to your requirements and modern and stylish in their visual appeal. We would follow our tried and tested 4-stage process covering [user experience](#), [visual design](#), [front end development](#) and [tailored WordPress integration](#). We offer a collaborative process and you would be fully involved at every stage of the new website. We would produce a number of designs for you to choose from and at every stage we would seek your approval before we proceed to the next stage. The end result would be a high-performing, striking and modern new website that is designed to give people a true insight into Superior Care, present the wide range of quality healthcare services that you provide, and to entice enquiries from both service users and healthcare professionals through strategically placed calls to action.

Because the core content of the new website will focus on the numerous types of care services and conditions that you specialise in, I don't believe the site will need a great number of templates, and instead I would propose using a modular content builder, similar to how we created [Virgin Care](#) and [Rap Interiors](#), where the majority of pages are created by building content modules to create the overall content. This would give you a greater amount of flexibility and would allow you to choose the types of content that appear on a particular page only if they are required, for example testimonials, contact forms, downloads etc. We would therefore design the new website around the following key templates:

- ▶ Homepage
- ▶ Block Grid Landing Page
- ▶ Vertical Listings Page
- ▶ Location Search Job Listings
- ▶ Individual Job Listing Pages
- ▶ Catch All Modular Content Builder with the following modules:
 - ▶ WYSIWYG Editor
 - ▶ Downloadable Documents
 - ▶ Tabbed Content
 - ▶ Timeline
 - ▶ Image Gallery
 - ▶ Video Embed
 - ▶ Testimonial
 - ▶ Contact Form Embed
 - ▶ FAQs Accordion
- ▶ Contact Page with Three Locations

We would run the project through the following phases:

User experience

- Competitor analysis where we'll review 5-6 websites of other healthcare providers and provide you with a report of what we think works well with each, and what doesn't

- On-site card sorting session to review your supplied content and finalise the new website structure
- Production of a new sitemap based on the above card sorting
- Production of a suite of wireframe prototypes for new core templates
- Wireframes to focus on presenting the range of specialist care services and conditions that you cover and ensuring the content is appealing to both service users and healthcare professionals
- Variety of bespoke templates for specific pages, and also a generic 'catch all' page with a modular content builder to enable the site to be easily expanded

Visual design

- Creation of a suite of visual page designs based on our new wireframe layouts
- Visually engaging and modern design to reflect your branding and to create trust and credibility with your visitors

Front end development

- Fully responsive and optimised for mobile phones, tablets and desktop computers
- Hand coded to follow the new visual designs and wireframes
- Built on our robust front end framework
- Lightweight, optimised code base to ensure website is quick to load
- Tested against online accessibility testing tools, with the aim to achieve as close to AA accessibility as is practicably possible**

WordPress Development

- Creation of a new customised WordPress installation
- Superior Care to have full control of all content on the new website
- Location-based search facility for job listings
- Either export to, or import from, the Indeed website so that your job listings on the website are synced with Indeed*
- 'Catch all' page with modular content builder so that you can create new pages and extend the site in the future
- Inclusion of contact forms with submissions emailed to you and stored in WordPress admin
- Automated SEO guidance so you can optimise the content for search engines
- Integrated with Google Analytics accounts of your choosing
- Cross browser and device tested
- New website to be developed and hosted on our fast and secure WP Engine hosting platform

Project Management

- Dedicated project manager throughout the life of the project
- On hand to answer any of your questions and to guide you through the process
- Will work with you to co-ordinate the content for the new website
- Can provide timing plans if required and co-ordinate on timings and project deadlines

Handover and Training

- On-site training session to walk you through the new WordPress admin area

Hosting

- Includes 1 year's fast and secure WP Engine hosting (usually £300+VAT, renewed annually on the anniversary of the website's launch)
- Includes SSL certificate for extra security

Option 2 Total: £9,620.00

* From initial research, Indeed state that they can import an XML output of job listings, which we can generate from the website. We have not used this service before, but it appears that Indeed regularly check and update the import once a day, so this should mean that your jobs would be exported from the website and imported daily onto the Indeed website. I'm confident that we can achieve your desired outcome, but we will need to test this during the build process and won't know for sure until then.

** From experience, achieving full AA accessibility is extremely difficult, and in some instances impossible due to third party technologies such as video embeds and contact enquiry forms. We will test the website against readily available online accessibility testers and aim to achieve as higher a standard as is practicably possible.

Assumptions

- Proposed costs are valid for 30 days from the date shown.
- Standard terms and conditions apply to the proposed work (these can be found at the end of this document).
- We have not included costs for the purchasing of domain names, and we would assume that we would continue to use your www.superiorcare.co.uk domain.
- We have not included costs for the creation of any content, and we would base the new website design on content that you would create and supply to us, and we assume that you will have the appropriate licences to use such content. We can provide quotations for the creation of additional content if required.



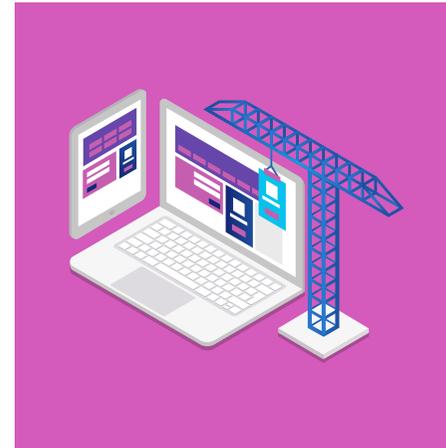
We deliver results

Every business needs a great website, but few get it right. From missed opportunities to lost sales, how much potential business could your website be losing you? Fortunately, we can help. Supersonic Playground have a proven track record of creating high-performing, KPI-busting, beautifully designed responsive WordPress websites that deliver results.

Web design, development and branding services

From initial consultation right through to launch, we handle every step to turn your dream WordPress website from concept to completion. Whether you're looking for an affordable package WordPress website right through to a fully custom WordPress website, we take care of the hard work for you, making the process as easy as possible.

Need branding and print design as well?
No problem, we can take care of that too.



Custom Wordpress Websites

Need a new website that stands out from the crowd and puts you head and shoulders above your competition? Our fully custom WordPress websites give you the 'wow' factor, and are tailored to your requirements.

Package Wordpress Websites

If you don't have the budget for a fully custom WordPress website but still want high quality, our pre-designed package WordPress websites are just the trick, giving you that custom feel at a fraction of the cost.





eCommerce Websites with WooCommerce

Need a new website that stands out from the crowd and puts you head and shoulders above your competition? Our fully custom WordPress websites give you the 'wow' factor, and are tailored to your requirements.



WordPress Website Hosting

Keeping your new WordPress website fast, stable and secure. We've partnered with WP Engine as our platform of choice to make sure your new WordPress website is fast to load, always on, and protected against hackers.

Branding and Print Design

Nothing helps you stand out from the crowd and make a statement like a new brand. Whether you just need a logo refresh or are looking for a full rebrand, stationery or other printed materials, we can make sure you get noticed.



WordPress Support and Maintenance

Want to make sure that your new WordPress website is always secure and up-to-date, but don't have the time yourself? We offer a range of ongoing support options to make sure your new website stays as fresh as the day it was launched.



Our Clients

We are trusted digital partners to dozens of businesses who have grown thanks to high-performing WordPress web design and stand-out branding.



Why choose us

Choosing the right Web Design Agency can be a daunting process. Every business needs an amazing website to help it grow, but where do you start? We've worked hard to cover all the bases. We have a proven track record creating beautiful, high-performing websites and our clients even tell us how pleased they are. We hope you'll enjoy the experience of working with us as much as they have.



Friendly, personal service

Our friendly, in-house team are on hand to answer any questions and make the whole process as easy as possible.



A proven track record

We have a proven track record in achieving excellent results for businesses of all shapes, sizes and sectors.



Dedicated in-house team

Our team of designers, developers and digital experts have decades of experience and are based at our Maidstone office.



Prices to suit your budget

From affordable package WordPress websites to fully custom ones, we offer a range of pricing options to suit most budgets.



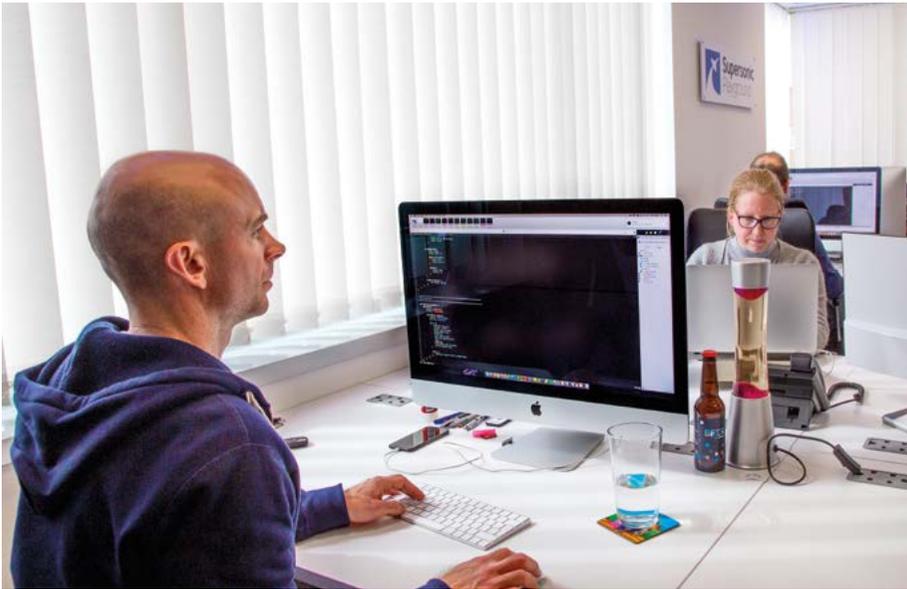
A wide range of services

From affordable package WordPress websites to fully custom ones; high impact branding and print design.



You have complete control

Through every stage of the process, we'll work closely with you to ensure your new website meets your objectives and achieves what you want it to.



A proven track record

At Supersonic Playground, we offer you the perfect combination of high-performance WordPress web design and development, decades of expertise and experience, competitive prices and a friendly, personal service.



The leading WordPress agency in the South East

Based in the centre of Maidstone and the heart of Kent, we're 45 minutes from London and a short drive from most locations in the south east. We've built a friendly, highly skilled in-house team. All of our creative, design and development work is done in our Maidstone studios as we feel this is the best way to achieve the highest level of quality. We'd love to see you so pop in for a cuppa and meet the people who will deliver your project.



Rich Dean

Founder and Creative Director



Rob Prior

Senior Designer



Nick Wakelin

Senior Back End Developer



James Marshall

New Business Director



Emma Preston-Steed

Senior Designer



Sarah James

Project Manager

Our friendly team have decades of experience

We've worked hard to build an amazing team of dedicated in-house digital experts. From WordPress web designers and developers to branding specialists and business experts, we believe our people are what set us apart.



We're always over the moon when our clients tell us how pleased they are with their new WordPress website, and we're very proud to have achieved 5-star status with online rating and review service Feefo.

"Supersonic Playground managed to deliver exactly what we wanted whilst also inputting their own creativity. We were very happy with the outcome and the continuity of care afterwards and we look forward to working with them again in future."

Virgin Care

"One of the best web design agencies in Kent. The creativity and professionalism from yourselves has been superb. Your expertise as a web design agency and knowledge in WordPress and WooCommerce has gone a long way in producing a very high standard of work and your continued support has also been first class."

Kent Invicta Chamber of Commerce

"Impressive branding and website design services both technically and creatively, a responsive team who were a pleasure to deal with."

Redline

"They build a great website. Supersonic developed the website for Little Sport Star. It looks great and whenever I have a question, they are quick to respond. Definitely, I would recommend them."

Little Sport Star



Kent Invicta Chamber of Commerce Website

Custom WordPress and WooCommerce eCommerce Website

The Challenge

Kent Invicta Chamber of Commerce are one of Kent's largest and most prominent business support and networking organisations, and are a cornerstone of the Kent business community. With more than 1,200 members, they cover all areas of Kent and offer a range of member benefits including business support and advice, networking and events, discounts on key services, and legal and HR services among many others.

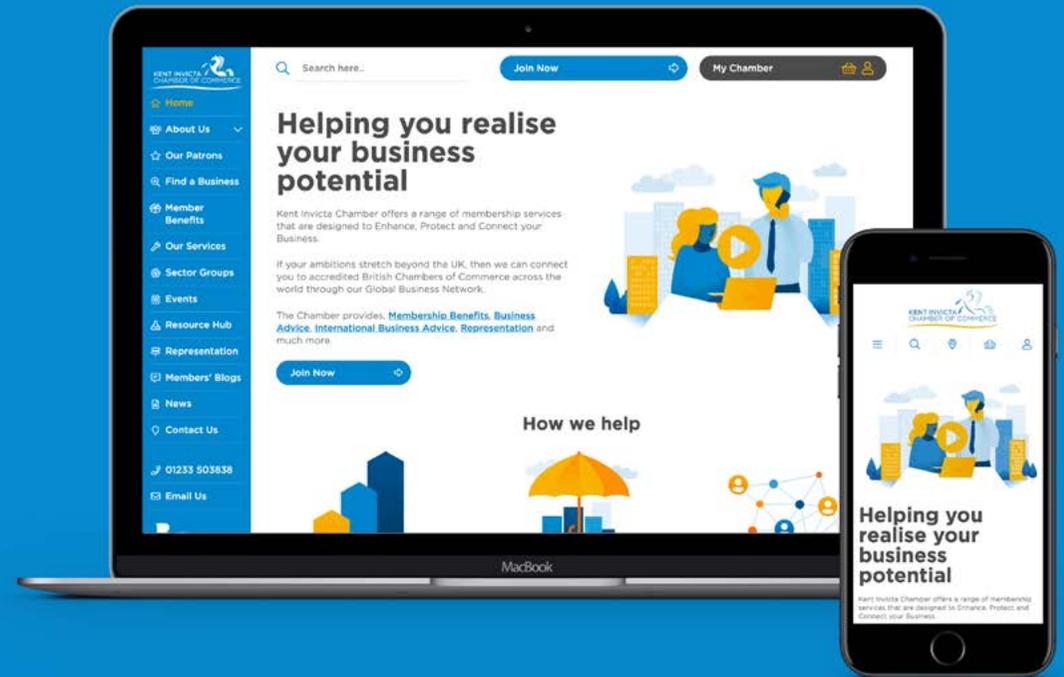
The Solution

The new website was built from the ground up by our in-house team of designers and developers, and being responsive meant it was optimised for mobile phones, tablets and desktop computers. We also created a new visual style and suite of custom illustrations to capture the ethos of the service and support that Kent Invicta Chamber provide.

The Result

The new Kent Invicta Chamber of Commerce website has become the benchmark of what a chamber of commerce website can be. The new website perfectly communicates Kent Invicta Chamber's offering, and members can now use the website to take care of important tasks such as purchasing memberships and event tickets, as well as promoting their business through the searchable business listing. The new website is fully responsive and built to the latest standards, so will provide return on investment for many years to come.

www.kentinvictachamber.co.uk



"One of the best web design agencies in Kent. The creativity and professionalism from yourselves has been superb. Your expertise as a web design agency and knowledge in WordPress and WooCommerce has gone a long way in producing a very high standard of work and your continued support has also been first class."

Kent Invicta Chamber of Commerce



Catchpole & Rye Website

Custom WordPress and WooCommerce eCommerce Website

The Challenge

Catchpole & Rye are one of the south east's leading luxury bath ware manufacturers and retailers, with showrooms in Ashford, Tunbridge Wells and London. They have a long history of creating beautiful baths, showers, taps and sanitary ware, and the majority of their products are hand-made in their Kent foundry. Their previous website had been around for a while but was no longer delivering what they needed. It was built on a bespoke content management system which was limited and hard to maintain.

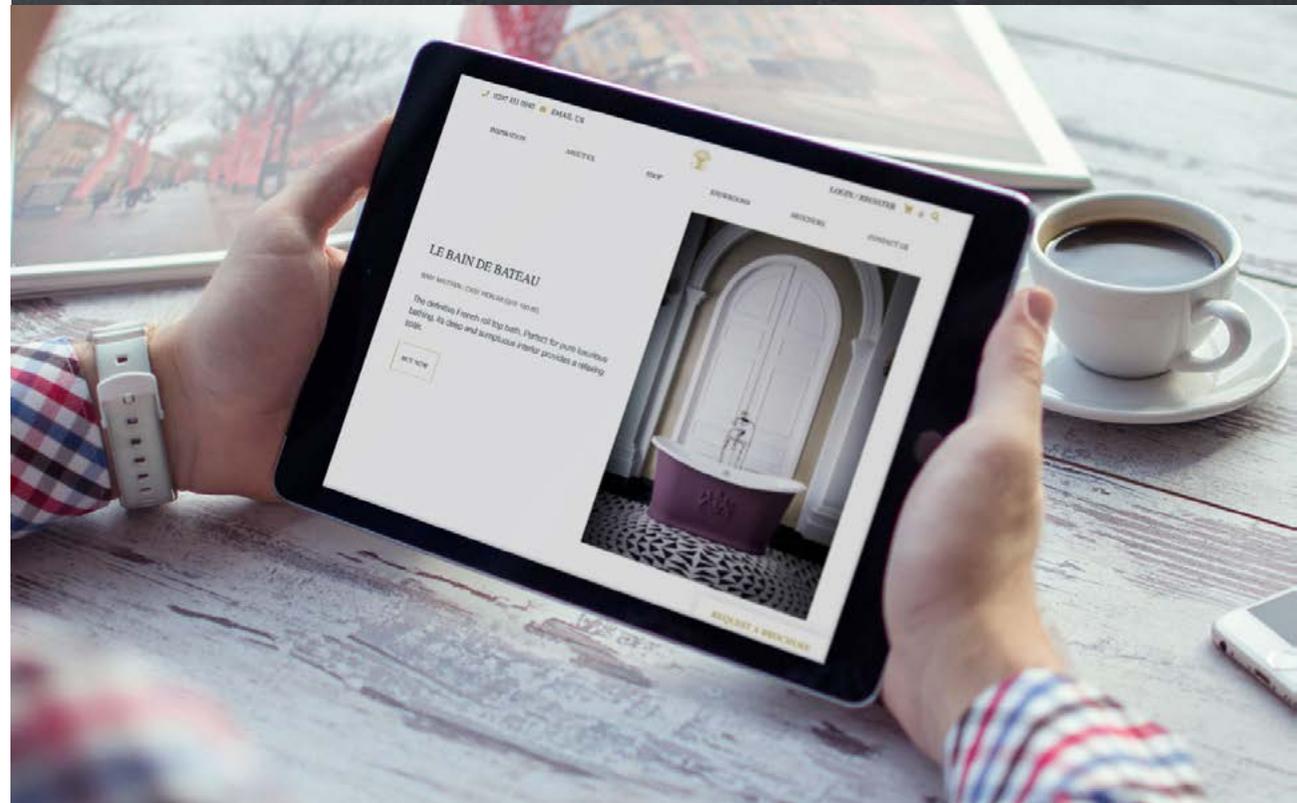
The Solution

We designed and developed a completely new responsive custom WordPress and WooCommerce eCommerce website from the ground up. We underwent a detailed user experience process which included auditing and overhauling all of the content on the site and creating a streamlined new website structure. Although the new Custom WordPress website has an integrated online shop, it was also designed to inspire visitors and create a sense of desire.

The Result

The end result is a beautiful, high-end, luxury website that acts as both a visual brochure and an online shop. Sales have improved dramatically, and the website has proven that big ticket items can be sold online by investing in high quality design that builds trust and confidence with your visitors.

www.catchpoleandrye.com





REDLINE

Redline Branding and Website

Branding, Print Design and Custom WordPress Website

The Challenge

Redline are a leader and specialist in consumer finance transaction software and are based in Tunbridge Wells in Kent. When we first met them, their branding and previous website was looking tired and they were struggling to achieve stand out in a market that was becoming more and more crowded. Like most of their competitors, their key messaging was focused around the features of their software, and not what they achieve for their customers.

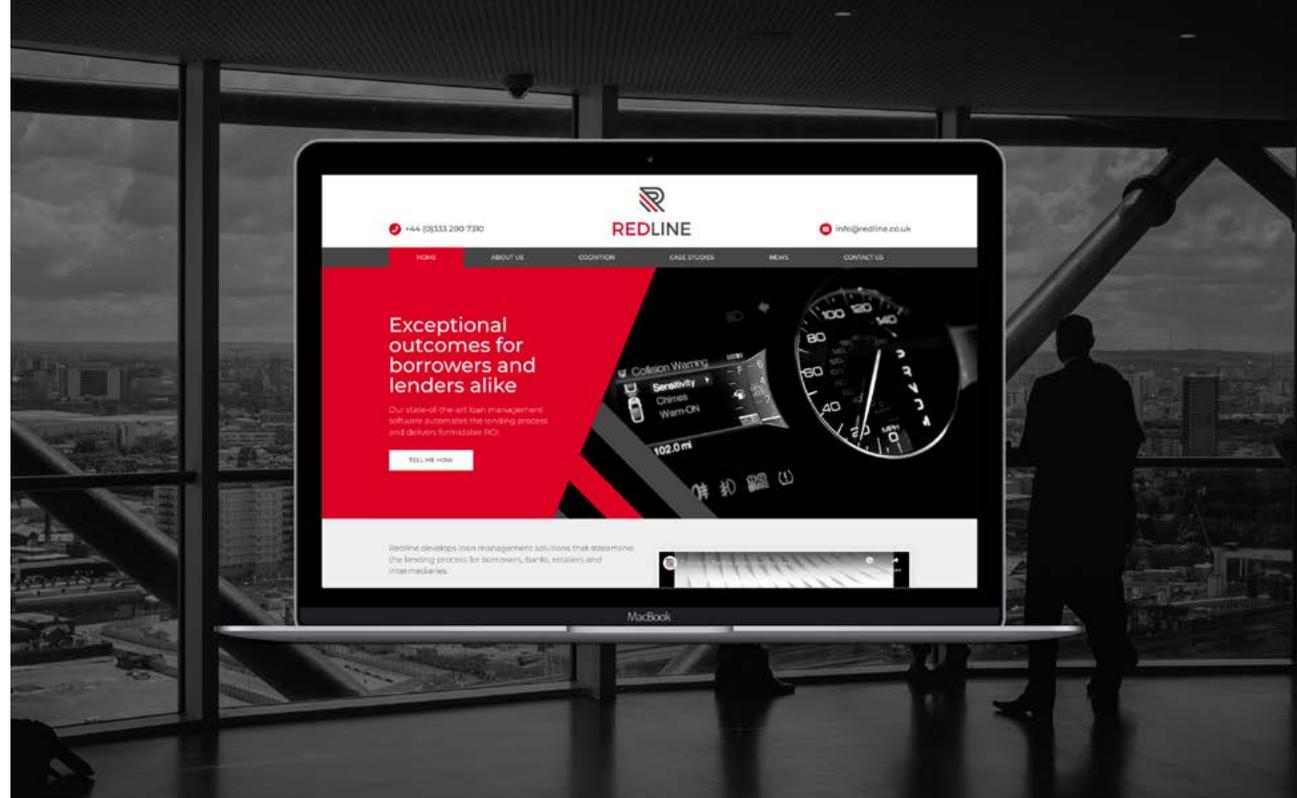
The Solution

We undertook a complete rebrand and redesign of Redline's key visual style. Inspired by their heritage in the automotive industry, we created a striking and vivid new branding that is modern and forward-thinking in its approach. Our new key visual style was led by impacting imagery of Redline's end users enjoying the benefits of their software solutions, a departure from the previous features-only approach. We then designed and developed a completely new, responsive custom WordPress website. As Redline operate in the financial software industry, security was a major concern and the new custom WordPress website had to pass some stringent security testing.

The Result

Redline's new brand is striking and memorable, and they now stand head and shoulders above their competition in the financial software market. Their new custom WordPress website is performing well and will last for many years to come.

www.redline.co.uk



"Impressive branding and website design services both technically and creatively, a responsive team who were a pleasure to deal with."

Redline Application Services Ltd



Virgin Care Website

Custom WordPress Website

The Challenge

Virgin Care are a major provider of health and care services across the UK, having served more than six million people since their formation in 2006. They provide a wide range of services, including walk-in and community healthcare centres, many of which are in partnership with the NHS. A key challenge that Virgin Care were facing was that they operate and maintain around 30 websites for the various health care centres and clinics that they operate.

The Solution

Working closely with Virgin Care's internal marketing and communications team, we designed and developed a completely new, high-impact and beautifully designed custom WordPress theme that could be easily rolled out to the existing service websites. The new theme was designed to work around their existing content so that the transition would be as easy as possible, but we also added a number of improvements and enhancements to augment and extend the existing websites. Furthermore, we developed the site so that the branding could be changed depending on where it would be used.

The Result

Virgin Care's new custom WordPress website theme has given their internal communications team an amazing level of flexibility and customisation, and has allowed them to create engaging and beautifully designed content across their suite of 30+ service websites, as well as their main corporate website.

www.virginicare.co.uk



Supersonic Playground managed to deliver exactly what we wanted whilst also inputting their own creativity. We were very happy with the outcome and the continuity of care afterwards and we look forward to working with them again in future.

Virgin Care



Hopes Grove Nurseries Website

Custom WordPress and WooCommerce eCommerce Website

The Challenge

Hopes Grove Nurseries are one of the UK's largest hedging suppliers and have been in operation for more than 25 years. The majority of their stock is home-grown on their 50-acre farm in the Kent countryside, and they supply a wide range of varieties to hobbyists and professionals alike. Their previous website had been in operation for more than a decade and had served them well, but it wasn't delivering what it needed in order to drive the growth of the business.

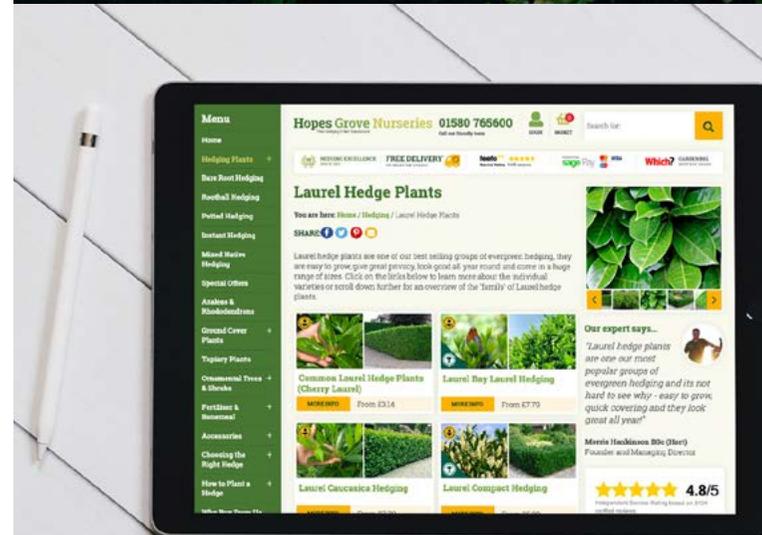
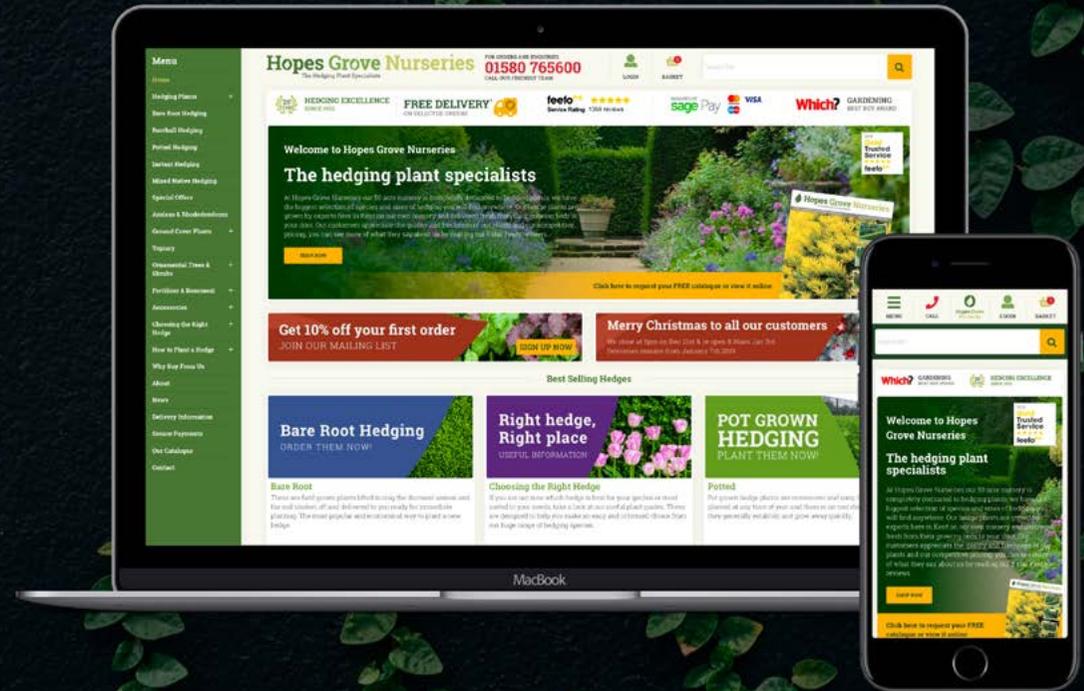
The Solution

We designed and developed a completely new responsive custom WordPress and WooCommerce eCommerce website from the ground up following our tried and tested web design process, as well as refreshing the Hopes Grove Nurseries branding and visual style.

The Result

Since the website launched in late 2017, the results have been phenomenal. In its first full year, the new WordPress and WooCommerce eCommerce website achieved over £1million in net sales, a 65% uplift on their previous website. Conversion rates have increased from around 0.5% previously to more than 3%, which has translated into much better value and return on their digital marketing spend. The new branding and visual style of the website has helped Hopes Grove Nurseries to be perceived as more trusted and credible, which has given the client the confidence to increase their prices and reduce their discounting, while sales have continued to grow.

www.hopesgrovenurseries.co.uk



Great team to work with, very pleased with the end result!

Hopes Grove Nurseries



NPC Website

Custom WordPress Website

The Challenge

NPC are a leading think tank and thought leadership consultancy in the charity sector. Their goal is to help charities improve their effectiveness by educating and informing, and by helping them to better measure their impact.

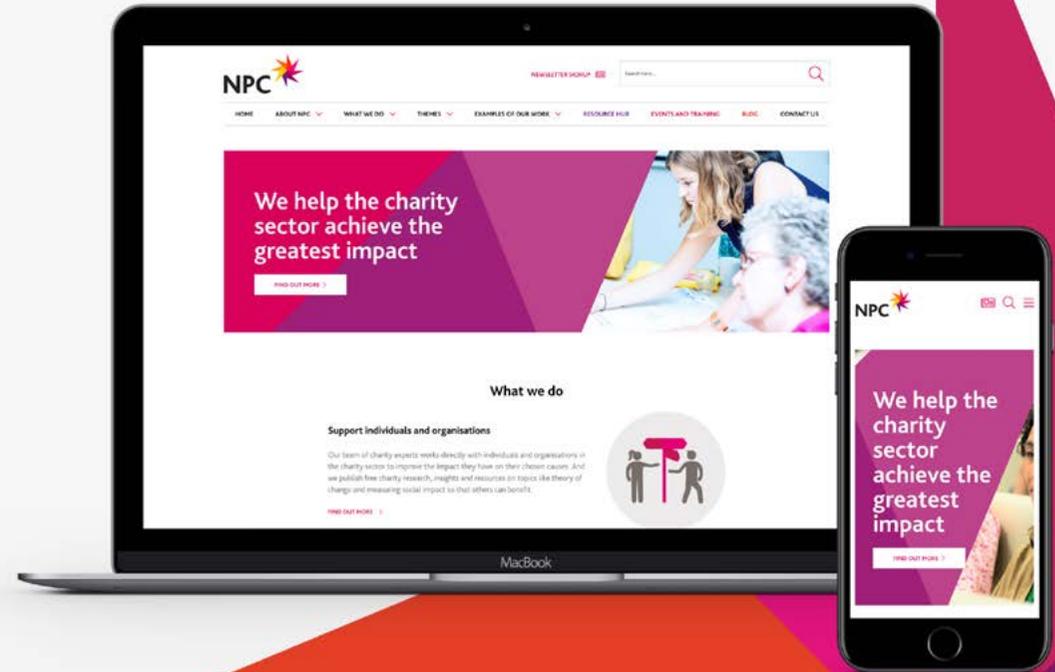
The Solution

We worked alongside NPC's internal team to audit their existing content so that we could find out what should be kept and what should change. We then set about designing and developing a completely new, responsive custom WordPress website, testing it with users as we progressed to ensure it resonated with the right people. The new website needed to rank well on search engines, so we brought in our friend Be Seen Online who also worked with NPC's internal team to ensure that the content for the new website aligned with a strong keyword strategy.

The Result

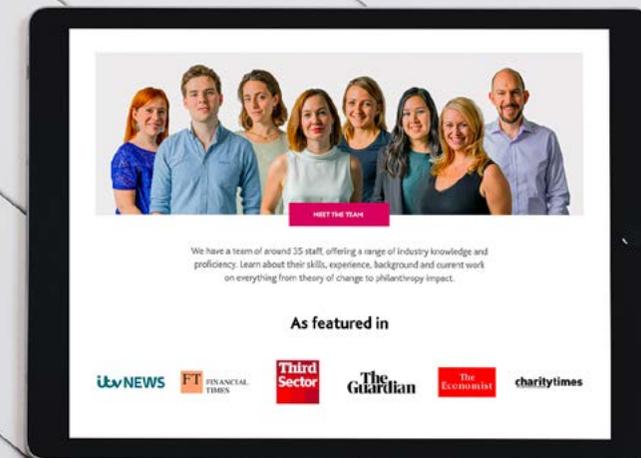
The new responsive custom WordPress website that we delivered for NPC has already received positive praise from their users for making it much easier to understand what NPC stands for, and they have also told us that that new website feels much more streamlined and easier to use. The new website is performing well, and we have also seen some very significant improvements in their search rankings.

www.thinknpc.org



The Supersonic Playground team are a pleasure to work with, and always deliver on time to a really high standard. I feel like I can come to them with a range of needs. They know us really well and they're always really generous with their time. I recommend them highly!

NPC





eDEN Garden Rooms Website

Custom WordPress and WooCommerce eCommerce Website

The Challenge

eDEN Garden Rooms are market leaders in creating stunning garden rooms and offices, and were one of the early pioneers in the sector more than 10 years ago. When we first met them, their old website had been around for a while but was no longer delivering the quality or quantity of leads that an ambitious company like this demanded. On the one hand, they were losing market share to budget competitors who undercut them on price at the sacrifice of quality, and on the other hand they were losing out to competitors who commanded a higher price tag but with no real added value.

The Solution

We set about designing and developing a completely new responsive custom WordPress website that would showcase the combination of high quality and affordability that would allow eDEN Garden Rooms to attack both ends of the market. For us, a key driver was educating eDEN Garden Room's customers about their difference in quality, so that they could differentiate themselves from both the budget and more expensive competitors. To complement their bespoke garden rooms, we also integrated a WooCommerce online shop so that they could sell garden accessories to create an additional revenue stream.

The Result

eDEN Garden Room's new custom WordPress website is now fully responsive, highly optimised and light years ahead of the competition. The new website is clean, modern and contemporary, and beautifully showcases their stunning range of garden rooms.

www.edengardenrooms.co.uk



"The end result speaks for itself. A very functional, stylish website which is receiving loads of compliments from potential clients. The team have been very professional and we would highly recommend their services."

Eden Garden Rooms



AMAT Branding and Website

Branding and Small Business Package Website

The Challenge

Originally established in 1997, AMAT offer a range of housing and shelter support services for those in need, and they also offer employment and volunteering opportunities to their service users. Their previous website had been around for a long time and whilst it had served them well, it was feeling tired and in need of some love. They asked us to completely overhaul their visual communications through a fresh new brand and an accompanying website.

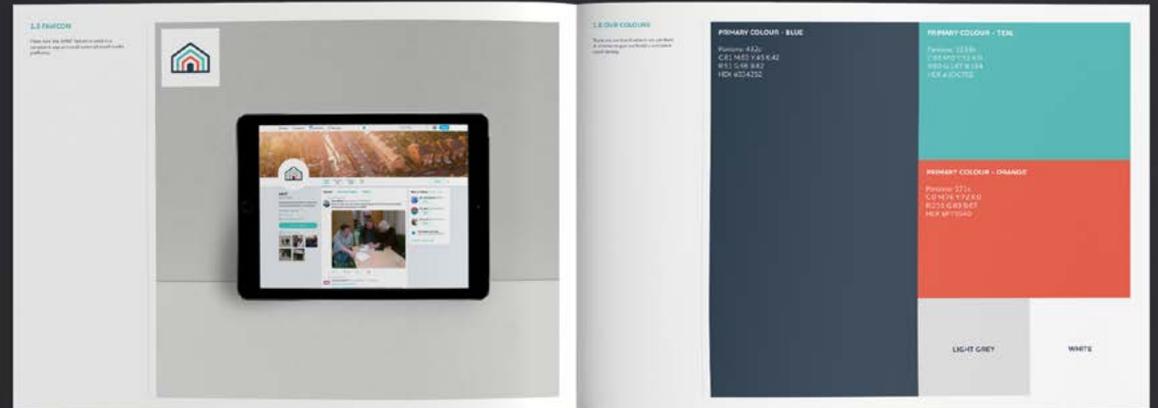
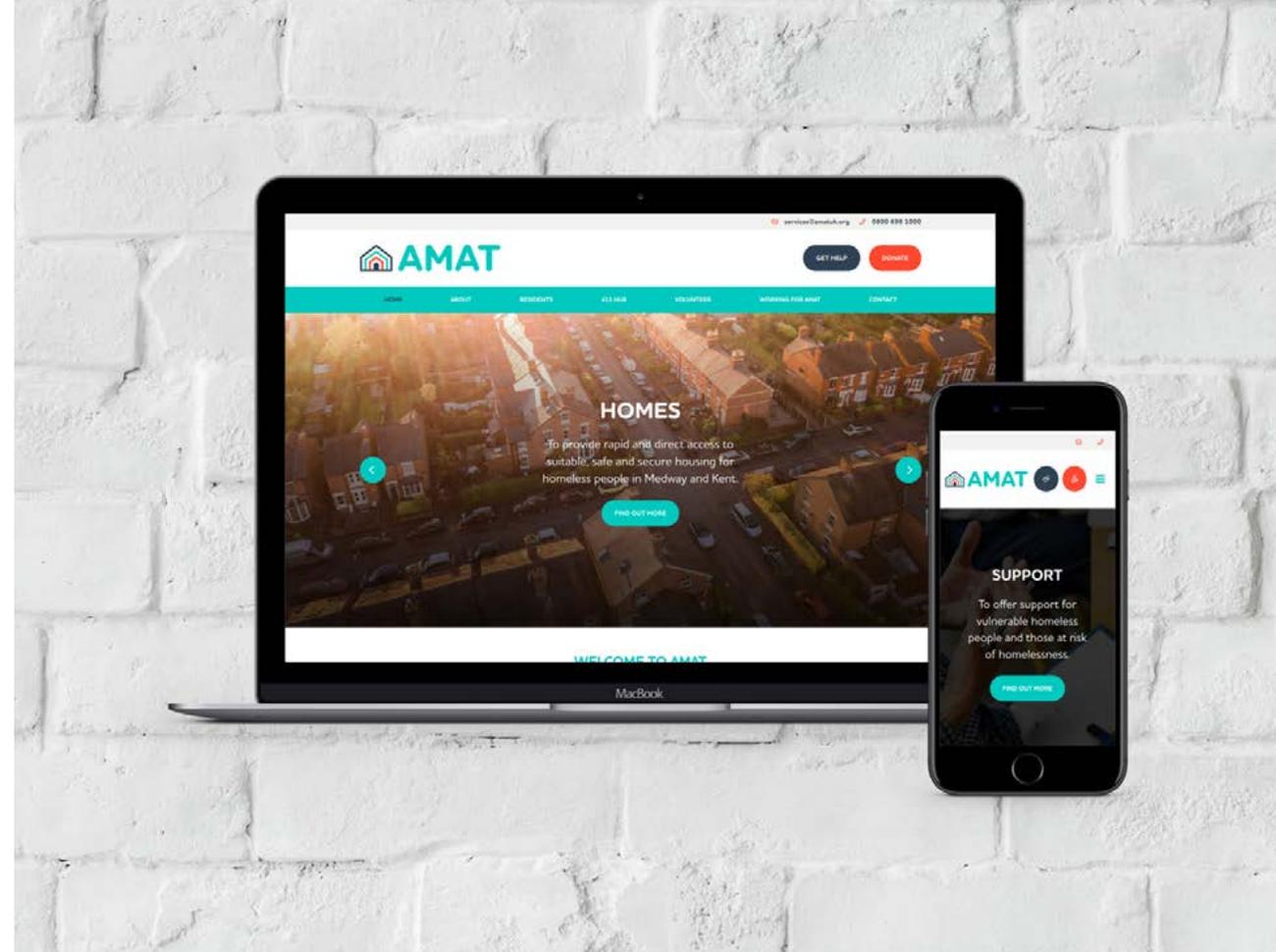
The Solution

We set about creating a stylish and modern new brand for AMAT that was friendly and approachable, in order to help make AMAT accessible to their service users. As a charity, achieving value for money was a priority and every penny had to count, so to provide maximum impact we used our Small Business Package Website. This allowed us to save time and money by using a pre-designed framework, while customising the look and feel. Our in-house team then worked their magic to tailor the visual style of the website to match the new branding, further extending the friendly and approachable theme.

The Result

The new branding and Small Business Package Website for AMAT is stylish, modern and friendly, and is a massive leap forward for the charity in terms of how they are presented. The new website is fully responsive and optimised for mobile phones, tablets and desktops, and will provide many years of benefit to the charity.

www.amatuk.org



Our Payment Terms

For a project such as this we would estimate a delivery of around 2-3 months. We would therefore offer the following payment terms based on 33%/33%/34% split invoicing.

The first 33%

At the start of the project, we'll ask for an initial 33% payment which is invoiced after you give us approval to go ahead and before we commence work. Once this first invoice has been paid, we'll then make a start on the initial user experience and visual design work.

The second 33%

Around a month after the initial invoice, we'll send through a further invoice for the next 33%. By this point, we should be well into the design phase and could potentially be working on the technical build of the new website.

The third 34%

About a month before the project is due to finish, we'll send through the third 34% invoice, which will come with 30-day terms and should give you enough lead time to arrange the final payment in time for us to complete the project.

Once all design and development work is complete, we'll test the website thoroughly through our internal QA process to ensure it meets our high standards. If we've included copywriting and/or content population in the proposal, we'll also make sure that this has been done. At this point, we'll send you a development link of the website for your final review, and we'll also arrange a convenient time to provide you with training and access for the WordPress admin area. Please be aware that we require all invoices to be paid before we can put the website live and release source files.



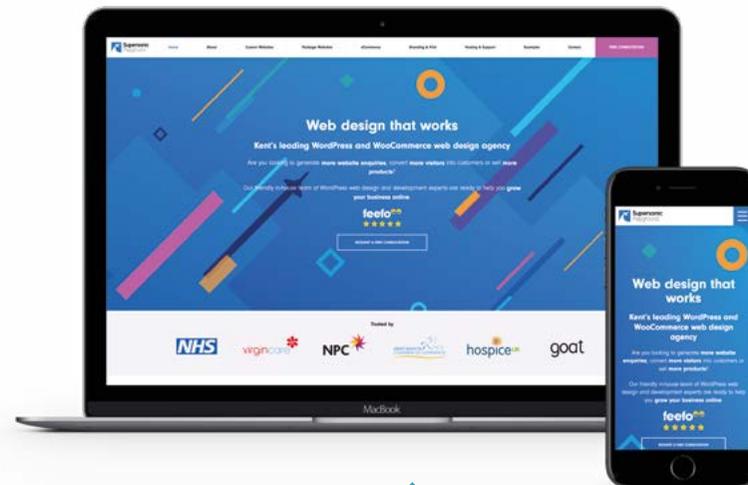
Lovingly hand crafted by our team of experts

From initial consultation right through to launch, we handle every step to turn your dream WordPress website from concept to completion. Need branding and print design as well? No problem, we can take care of that too.

 01622 238234  info@supersonicplayground.com

 The Business Terrace, Maidstone House, King Street, Maidstone, Kent ME15 6JQ

 www.supersonicplayground.com



Terms and Conditions

Please read these terms carefully, as they set out our and your rights and obligations in relation to our services.

AGREEMENT TERMS AND CONDITIONS:

1. Definitions and interpretation

1.1 In the Agreement:

“Acceptance Criteria” has the meaning given to it in Clause 5.2;

“Acceptance Period” means a period of 10 Business Days beginning on the date of actual delivery of the Website to the Customer;

“Agency” means Supersonic Playground Ltd, a company incorporated in England and Wales (registration number 09093959) having its registered office at 32 Peverel Drive, Bearsted, Maidstone, Kent ME14 4PS;

“Agency Confidential Information” means:

- (a) any information disclosed (whether disclosed in writing, orally or otherwise) by the Agency to the Customer that is marked as “confidential”, described as “confidential” or should have been reasonably understood by the Customer at the time of disclosure to be confidential;

“Agreement” means the agreement between the Agency and the Customer incorporating these web design terms, the Proposal and any Scope of Work produced as part of the project, and any amendments to it from time to time;

“App” means the app developed or to be developed by the Agency for the Customer under the Agreement.

“Business Day” means any week day, other than a bank or public holiday in England;

“Business Hours” means between 09.00 and 17.30 Greenwich Mean Time (GMT) time on a Business Day;

“Charges” means the amounts payable by the Customer to the Agency under or in relation to the Agreement (as set out in the Proposal);

“Confidential Information” means the Customer Confidential Information and the Agency Confidential Information;

“Credit” means a credit for the Agency on the Website or App, in the form specified in the Proposal or Scope of Work;

“Customer” means the customer for the Services under the Agreement, as specified in the Proposal;

“Customer Confidential Information” means:

- (a) any information disclosed (whether disclosed in writing, orally or otherwise) by the Customer to the Agency that is marked as “confidential”, described as “confidential” or should have been reasonably understood by the Agency at the time of disclosure to be confidential

“Customer Assets” means the assets and materials provided to the Agency by the Customer, or by any third party acting for or on behalf of the Customer, for incorporation into the Website;

“Defect” means a defect, error or bug having a material adverse effect on the appearance, operation or functionality of the Website but excluding any defect, error or bug caused by or arising as a result of:

- (a) an act or omission of the Customer, or an act or omission of one of the Customer’s employees, officers, agents or sub-contractors;
- (b) an incompatibility between the Website and any other application, program or software (other than the Customer Assets, the Third Party Works and any software identified as compatible in the Proposal).

“Delivery Date” means the date for delivery of the Website specified in the Proposal;

“Effective Date” means the date of execution of the Agreement;

“Force Majeure Event” means an event, or a series of related events, that is outside the reasonable control of the party affected (including failures of or problems with the internet or a part of the internet, power failures, industrial disputes affecting any third party, changes to the law, disasters, explosions, fires, floods, riots, terrorist attacks and wars);

“Intellectual Property Rights” means all intellectual property rights wherever in the world, whether registered or unregistered, including any application or right of application for such rights (and the “intellectual property rights” referred to above include copyright and related rights, database rights, confidential information, trade secrets, know-how, business names, trade names, trade marks, service marks, passing off rights, unfair competition rights, patents, petty patents, utility models, semi-conductor topography rights and rights in designs);

“Personal Data” has the meaning given to it in the Data Protection Act 1998;

“Proposal” means the proposal document issued by the Agency to the Customer, to which these web design terms are attached, detailing the scope of the Services and other matters relating to the Agreement, in the form executed by the parties;

“Scope of Work” means a separate document produced by the Agency for the Customer at the outset of the project that gives

greater detail of the Services that the Agency will provide for the Customer;

“Scripts” means those elements of the Website or App consisting of programs written in a computer scripting language;

“Services” has the meaning given to it in Clause 3.1;

“Third Party Works” means:

- (a) the assets and materials identified as such in the Proposal; and
- (b) the other assets and materials comprised in the Website, App or other deliverable, the Intellectual Property Rights in which are owned in whole or part by a third party (excluding the Customer Assets);

“Term” means the term of the Agreement;

“Unlawful Content” has the meaning given to it in Clause 7.1; and

“Website” means the website developed or to be developed by the Agency for the Customer under the Agreement.

1.2 In the Agreement, a reference to a statute or statutory provision includes a reference to:

- (a) that statute or statutory provision as modified, consolidated and/or re-enacted from time to time; and
- (b) any subordinate legislation made under that statute or statutory provision.

1.3 The Clause headings do not affect the interpretation of the Agreement.

1.4 The ejusdem generis rule is not intended to be used in the interpretation of the Agreement.

2. Term

The Agreement will come into force on the Effective Date and will continue in force until the acceptance of the Website by the Customer in accordance with Clause 5, upon which it will terminate automatically, unless terminated earlier in accordance with Clause 14.

3. The Services

3.1 The Agency will:

- (a) design and create the Website;
 - (b) incorporate the Customer Assets specified in the Proposal or agreed in writing by the parties, together with the Third Party Assets, into the Website;
 - (c) keep the Customer informed of the progress of the Website’s development;
 - (d) provide the Customer with reasonable access to the Website during the Term; and
 - (e) deliver the Website and the files comprising the Website to the Customer in accordance with Clause 5, (the “Services”).
- 3.2 The Agency will use reasonable endeavours to perform the Services in accordance with the timetable set out in the Proposal; however, the Agency does not guarantee that that timetable will be met.

3.3 The Agency may sub-contract the provision of the Services; providing that if the Agency does sub-contract the provision of the Services, the Agency will remain liable to the Customer for the performance of the sub-contracted obligations.

4. Customer obligations

4.1 The Customer will provide the Agency with:

- (a) such co-operation as is required by the Agency (acting reasonably) to enable the performance by the Agency of its obligations under the Agreement; and
 - (b) all information and documents required by the Agency (acting reasonably) in connection with the provision of the Services.
- 4.2 The Customer will be responsible for procuring any third party co-operation reasonably required by the Agency to enable the Agency to fulfil its obligations under the Agreement.
- 4.3 The Customer will supply to the Agency all those Customer Assets that are specified in the Proposal or separate Scope of Work.
- 4.4 The Customer will fulfil its obligations under Clause 4.3 in accordance with the timetable set out in the Proposal or separate Scope of Work or, if no timetable is set out, promptly following the receipt of a written request for the relevant Customer Assets from the Agency. The Agency shall not be in breach of the Agreement by virtue of any delay in the performance of its obligations under the Agreement arising out of a breach by the Customer of this Clause 4.4.
- 4.5 The Customer hereby grants to the Agency a licence to copy and use the Customer Assets during the Term for the purposes of fulfilling its obligations and exercising its rights under the Agreement.

5. Delivery and acceptance

- 5.1** The Agency will use reasonable endeavours to deliver the Website to the Customer for acceptance testing on or before the Delivery Date.
- 5.2** During the Acceptance Period, the Customer will carry out acceptance tests to determine:
- (a)** whether the Website conforms in all material respects with the specification of the Website in the Proposal or separate Scope of Work; and
 - (b)** whether the Website has any Defects, (the "Acceptance Criteria").
- 5.3** If the Website meets the Acceptance Criteria, the Customer will send to the Agency a written notice during the Acceptance Period confirming acceptance of the Website.
- 5.4** If the Website does not meet the Acceptance Criteria:
- (a)** the Customer will send to the Agency a written notice during the Acceptance Period setting out in detail the respect(s) in which the Website does not meet the Acceptance Criteria; and
 - (b)** the Agency will have a further remedial period (of 21 Business Days) to modify the Website so that it meets the Acceptance Criteria.
- 5.5** The Website will be deemed to have been accepted by the Customer if:
- (a)** the Customer does not give any notice to the Agency under Clause 5.3 or Clause 5.4 (or where applicable Clause 5.6) during an Acceptance Period; or
 - (b)** the Customer publishes the Website or uses the Website for any purpose other than development and/or testing.
- 5.6** Before the end of any remedial period under Clause 5.4(b), the Agency shall re-deliver the Website to the Customer, and the provisions of this Clause 5 shall re-apply in relation to re-delivered Website, save that if the Website still does not meet the Acceptance Criteria upon re-delivery, the Customer may elect by written notice to the Agency to re-apply Clause 5.4.
- 6. Third Party Works**
- 6.1** Third Party Works will be licensed to the Customer under the relevant licensor's standard terms and conditions for online use, or on licence terms notified by the Agency to the Customer.
- 6.2** Any licence fees for Third Party Works are included in the Charges (unless the Proposal or separate Scope of Work specifies otherwise or the parties agree otherwise).
- 7. Unlawful Content**
- 7.1** The Customer must ensure that the Customer Assets will not:
- (a)** infringe any person's Intellectual Property Rights or other legal rights;
 - (b)** breach any laws or regulations; or
 - (c)** give rise to a cause of action against any person, in each case under any applicable law ("Unlawful Content").
- 7.2** Any breach by the Customer of Clause 7.1 will be deemed to be a material breach of the Agreement for the purposes of Clause 14.
- 7.3** The Customer hereby indemnifies and undertakes to keep indemnified the Agency against any and all damages, liabilities, cost, losses and expenses (including legal expenses) suffered or incurred by the Agency and arising out of any breach or alleged breach by the Customer of Clause 7.1.
- 8. Charges and payment**
- 8.1** The Agency will issue invoices for the Charges to the Customer on the relevant invoicing dates set out in the Proposal or separate Scope of Work, or (if earlier) upon the acceptance of the Website by the Customer.
- 8.2** The Agency will issue invoices for the Charges to the Customer when the Agency deems that it has fulfilled its obligations under this agreement and delivered the website to the Customer to the required level of completion.
- 8.3** The Customer will pay invoiced Charges to the Agency promptly and within 30 days of the date of issue of the relevant invoice under Clause 8.1.
- 8.4** The website will not be published, and source files will not be transferred from the Agency to the Customer until all invoices are paid in full. Failure to pay invoiced Charges in a prompt manner may delay the delivery date of the website. The Agency shall not be in breach of the Agreement by virtue of any delay in the performance of its obligations under the Agreement arising out of a breach by the Customer of this Clause 8.4.
- 8.5** All Charges stated in or in relation to the Agreement are stated exclusive of VAT, unless the context requires otherwise.
- 8.6** Charges must be paid by bank transfer or by cheque (using such payment details as are notified by the Agency to the Customer from time to time).
- 8.7** If the Customer does not pay any amount properly due to the Agency under or in connection with the Agreement, the Agency may:
- (a)** charge the Customer interest on the overdue amount at the rate of 8% per year above the base rate of The Bank of England from time to time (which interest will accrue daily until the date of actual payment and will be compounded quarterly); or

- (b)** claim interest and statutory compensation from the Customer pursuant to the Late Payment of Commercial Debts (Interest) Act 1998.
- 9. Intellectual Property Rights**
- 9.1** Upon and from the date of acceptance of the Website by the Customer, provided all outstanding invoiced Charges have been paid in full, the Agency hereby:
- (a)** assigns to the Customer all existing and future copyright and other Intellectual Property Rights in the Website (excluding the Scripts, Customer Assets and Third Party Works), including the right to bring proceedings for past infringement of such rights; and
 - (b)** grants to the Customer a non-exclusive irrevocable perpetual worldwide licence of all copyright and other Intellectual Property Rights in the Scripts for the purposes of:
 - (i)** publishing, operating and marketing the Website;
 - (ii)** backing-up the Website; and
 - (iii)** updating and adapting the Website, and the Customer may sub-license the rights granted in this Clause 9.1(b) for the purposes set out herein.
- 9.2** The assignment of Intellectual Property Rights in Clause 9.1(a) is for the full term of those rights, including all extensions, renewals, revivals and reversions.
- 9.3** Without prejudice to Clause 9.4, the Agency waives (and will ensure that its employees and subcontractors waive) any moral rights they may have in the Website arising under Chapter 4 of the Copyright, Designs and Patents Act 1988 and, so far as is legally possible, any broadly equivalent rights anywhere in the world.
- 9.4** The Agency may include the Credit together with a link to the Agency's website on each page of the Website in a position and in a form to be agreed by the parties. The Customer will retain any such Credit and link in any adapted version of the Website, and the Customer will (and will only) remove any such Credit and link from the Website at the Agency's request.
- 10. Warranties**
- 10.1** The Customer warrants to the Agency that it has the legal right and authority to enter into and perform its obligations under the Agreement.
- 10.2** The Agency warrants to the Customer:
- (a)** that it has the legal right and authority to enter into and perform its obligations under the Agreement;
 - (b)** that it will perform its obligations under the Agreement with reasonable care and skill;
 - (c)** that the Website (excluding the Customer Assets and Third Party Works) will not infringe any person's Intellectual Property Rights under English law; and
 - (d)** that the Website will operate without any Defects upon the date of acceptance of the Website.
- 10.3** If the Customer demonstrates to the Agency that the Website suffers from any Defect during the period of 30 days following the date of acceptance, the Agency will, for no additional charge, carry out any work necessary in order to remedy the Defect.
- 10.4** The Customer acknowledges that the Agency has designed the Website to work with the web browser technology specified in the Proposal or separate Scope of Work, and the Agency does not warrant that the Website will work with any other web browser technology.
- 10.5** The Customer further acknowledges that the Agency does not purport to provide any legal advice under the Agreement or in relation to the Website and the Agency does not warrant that the Website will not give rise to any civil or criminal legal liability on the part of the Customer or any other person.
- 10.6** All of the parties' liabilities and obligations in respect of the subject matter of the Agreement are expressly set out herein. To the maximum extent permitted by applicable law and subject to Clause 11.1, no other terms concerning the subject matter of the Agreement will be implied into the Agreement or any related contract.
- 11. Limitations and exclusions of liability**
- 11.1** Nothing in the Agreement will:
- (a)** limit or exclude the liability of a party for death or personal injury resulting from negligence;
 - (b)** limit or exclude the liability of a party for fraud or fraudulent misrepresentation by that party;
 - (c)** limit any liability of a party in any way that is not permitted under applicable law; or
 - (d)** exclude any liability of a party that may not be excluded under applicable law.
- 11.2** The limitations and exclusions of liability set out in this Clause 11 and elsewhere in the Agreement:
- (a)** are subject to Clause 11.1;
 - (b)** govern all liabilities arising under the Agreement or in relation to the subject matter of the Agreement, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty; and

- (c) will limit and exclude the liability of the parties under the express indemnities set out the Agreement
- 11.3** The Agency will not be liable to the Customer in respect of any loss of profits, income, revenue, use, production or anticipated savings.
- 11.4** The Agency will not be liable to the Customer for any loss of business, contracts or commercial opportunities.
- 11.5** The Agency will not be liable to the Customer for any loss of or damage to goodwill or reputation.
- 11.6** The Agency will not be liable to the Customer in respect of any loss or corruption of any data, database or software.
- 11.7** The Agency will not be liable to the Customer in respect of any special, indirect or consequential loss or damage.
- 11.8** The Agency will not be liable to the Customer for any losses arising out of a Force Majeure Event.
- 11.9** The Agency 's liability to the Customer in relation to any event or series of related events will not exceed the greater of:
- (a) £1000; and
- (b) the total amount paid and payable by the Customer to the Agency under the Agreement during the one month period immediately preceding the event or events giving rise to the claim.
- 11.10** The Agency's aggregate liability to the Customer under the Agreement will not exceed the greater of:
- (a) £1000; and
- (b) the total amount paid and payable by the Customer to the Agency under the Agreement.
- 12. Data protection**
- 12.1** The Customer warrants that it has the legal right to disclose all Personal Data that it does in fact disclose to the Agency under the Agreement.
- 12.2** The Agency warrants that:
- (a) it will act only on instructions from the Customer in relation to the processing of any Personal Data performed by the Agency on behalf of the Customer; and
- (b) it has in place appropriate security measures (both technical and organisational) against:
- (i) unlawful or unauthorised processing; and
- (ii) loss or corruption, of Personal Data processed by the Agency on behalf of the Customer.
- 13. Confidentiality and publicity**
- 13.1** The Agency will:
- (a) keep confidential and not disclose the Customer Confidential Information to any person save as expressly permitted by this Clause 13; and
- (b) protect the Customer Confidential Information against unauthorised disclosure by using the same degree of care as it takes to preserve and safeguard its own confidential information of a similar nature, being at least a reasonable degree of care.
- 13.2** The Customer will:
- (a) keep confidential and not disclose the Agency Confidential Information to any person save as expressly permitted by this Clause 13; and
- (b) protect the Agency Confidential Information against unauthorised disclosure by using the same degree of care as it takes to preserve and safeguard its own confidential information of a similar nature, being at least a reasonable degree of care.
- 13.3** Confidential Information of a party may be disclosed by the other party to that other party's officers, employees, agents, insurers and professional advisers, provided that the recipient is bound in writing to maintain the confidentiality of the Confidential Information disclosed.
- 13.4** The obligations set out in this Clause 13 shall not apply to:
- (a) Confidential Information that is publicly known (other than through a breach of an obligation of confidence);
- (b) Customer Confidential Information that is in possession of the Agency prior to disclosure by the Customer, and Agency Confidential Information that is in possession of the Customer prior to disclosure by the Agency; or
- (c) Customer Confidential Information that is received by the Agency, and Agency Confidential Information that is received by the Customer, from an independent third party who has a right to disclose the relevant Confidential Information.
- 13.5** Nothing in the Agreement shall restrict a party from making any disclosure of Confidential Information that is:
- (a) required by law; or
- (b) required by a governmental authority, stock exchange or regulatory body, provided that the party subject to such disclosure requirement must where permitted by law give to the other party prompt written notice of the disclosure requirement.
- 13.6** Subject to the Agency 's compliance with the other provisions of this Clause 13, the Agency may make public disclosures relating to the subject matter of the Agreement (including press releases, public announcements and marketing materials) unless expressly requested by the Customer in writing.

14. Termination

- 14.1** Either party may terminate the Agreement immediately by giving written notice to the other party if the other party:
- (a) commits any material breach of any term of the Agreement, and:
- (i) the breach is not remediable; or
- (ii) the breach is remediable, but the other party fails to remedy the breach within 30 days of receipt of a written notice requiring it to do so; or
- (b) persistently breaches the terms of the Agreement (irrespective of whether such breaches collectively constitute a material breach).
- 14.2** Either party may terminate the Agreement immediately by giving written notice to the other party if:
- (a) the other party:
- (i) is dissolved;
- (ii) ceases to conduct all (or substantially all) of its business;
- (iii) is or becomes unable to pay its debts as they fall due;
- (iv) is or becomes insolvent or is declared insolvent; or
- (v) convenes a meeting or makes or proposes to make any arrangement or composition with its creditors;
- (b) an administrator, administrative receiver, liquidator, receiver, trustee, manager or similar is appointed over any of the assets of the other party;
- (c) an order is made for the winding up of the other party, or the other party passes a resolution for its winding up (other than for the purpose of a solvent company reorganisation where the resulting entity will assume all the obligations of the other party under the Agreement); or
- (d) (where that other party is an individual) that other party dies, or as a result of illness or incapacity becomes incapable of managing his or her own affairs, or is the subject of a bankruptcy petition or order.
- 14.3** The Agreement may also be terminated by the Customer under Clause 5.6.
- 15. Effects of termination**
- 15.1** Upon termination all the provisions of the Agreement will cease to have effect, save that the following provisions of the Agreement will survive and continue to have effect (in accordance with their terms or otherwise indefinitely): Clauses 1, 7.3, 8.7, 9, 11, 13.1 to 13.5, 15, and 16.3 to 16.12.
- 15.2** Termination of the Agreement will not affect either party's accrued rights (including the Agency's accrued rights to invoice for and to be paid the Charges) as at the date of termination.
- 15.3** If the Agreement is terminated by the Customer under Clause 14.2 or 14.3 (but not in any other case):
- (a) the Agency will promptly provide to the Customer an electronic copy of the Website (as constituted at the date of termination); and
- (b) the Customer will be entitled to a refund of any Charges paid by the Customer to the Agency in respect of any Services which were to be performed after the date of effective termination, and will be released from any obligation to pay such Charges to the Agency (such amount to be calculated by the Agency using any reasonable methodology).
- 15.4** Save as provided in Clause 15.3(b), the Customer will not be entitled to any refund of Charges on termination, and will not be released from any obligation to pay Charges to the Agency.
- 16. General**
- 16.1** Any notice given under the Agreement must be in writing (whether or not described as "written notice" in the Agreement) and must be delivered personally, sent by post, or sent by email, for the attention of the relevant person, and to the relevant address, email address given below (or as notified by one party to the other in accordance with this Clause).

The Agency

Supersonic Playground Ltd, 32 Peverel Drive, Bearsted, Maidstone, Kent, ME14 4PS – hello@supersonicplayground.com

The Customer

The addressee set out in the Proposal or separate Scope of Work.

- 16.2** A notice will be deemed to have been received at the relevant time set out below (or where such time is not within Business Hours, when Business Hours next begin after the relevant time set out below):
- (a) where the notice is delivered personally, at the time of delivery;
- (b) where the notice is sent by post, 48 hours after posting; and
- (c) where the notice is sent by email, at the time of the transmission (providing the sending party retains written evidence of the transmission).

- 16.3** No breach of any provision of the Agreement will be waived except with the express written consent of the party not in breach.
- 16.4** If a Clause of the Agreement is determined by any court or other competent authority to be unlawful and/or unenforceable, the other Clauses of the Agreement will continue in effect. If any unlawful and/or unenforceable Clause would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the Clause will continue in effect (unless that would contradict the clear intention of the parties, in which case the entirety of the relevant Clause will be deemed to be deleted).
- 16.5** Nothing in the Agreement will constitute a partnership, agency relationship or contract of employment between the parties.
- 16.6** The Agreement may not be varied except by a written document signed by or on behalf of each of the parties.
- 16.7** The Customer hereby agrees that the Agency may freely assign any or all of its contractual rights and/or obligations under the Agreement. Save as expressly provided in this Clause or elsewhere in the Agreement, neither party may without the prior written consent of the other party assign, transfer, charge, license or otherwise dispose of or deal in the Agreement or any contractual rights or obligations under the Agreement.
- 16.8** The Customer will not without the Agency's prior written consent either during the Term or within 6 months following the end of the Term, engage, employ or otherwise solicit for employment any employee or contractor of the Agency who has been involved in the performance of the Agreement.
- 16.9** Each party agrees to execute (and arrange for the execution of) any documents and do (and arrange for the doing of) any things reasonably within that party's power, which are necessary to enable the parties to exercise their rights and fulfil their obligations under the Agreement.
- 16.10** The Agreement is made for the benefit of the parties, and is not intended to benefit any third party or be enforceable by any third party. The rights of the parties to terminate, rescind, or agree any amendment, waiver, variation or settlement under or relating to the Agreement are not subject to the consent of any third party.
- 16.11** The Agreement constitutes the entire agreement and understanding of the parties in relation to the subject matter of the Agreement, and supersedes all previous agreements, arrangements and understandings between the parties relating to the subject matter of the Agreement. Subject to Clause 11.1, each party acknowledges that no representations or promises not expressly contained in the Agreement have been made by or on behalf of the other party.
- 16.12** The Agreement will be governed by and construed in accordance with the laws of England and Wales; and the courts of England will have exclusive jurisdiction to adjudicate any dispute arising under or in connection with the Agreement.

The parties have indicated their acceptance of this Proposal and the attached web design terms by signing the approval to proceed previously included in this document.