

## Think Violet Design Week

### Terms & Conditions

These Terms & Conditions apply to website design and development services provided by Think Violet ("Think Violet", "we", "us" or "our") to the client organisation ("you" or "your").

By accepting a Design Week proposal, paying the booking payment or otherwise confirming that you wish to proceed, you agree to these Terms & Conditions together with the scope, price and project details set out in your proposal or booking confirmation.

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### 1. The Design Week service

Think Violet Design Week is a fixed-price website design and development service for charities and small organisations.

The standard Design Week service is designed to provide:

- a professional Wix website;
- a clear and appropriate structure;
- design based on your existing branding and audience;
- a responsive website suitable for desktop, tablet and mobile;
- agreed standard website functionality;
- one consolidated round of refinements;
- a website walkthrough;
- Wix training;
- a written Wix guide; and
- 30 days of post-launch website and Wix support.

The standard Design Week price is **£1,750**, unless a different price is agreed in writing.

Design Week is normally delivered over a focused **Monday to Thursday** production period.

Friday is retained by Think Violet as contingency time where necessary and is not normally part of the client-facing production schedule.

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## **2. What is included**

The standard Design Week package includes up to:

- six standard website pages; and
- one individual service/support page.

Standard pages may include, where appropriate:

- Homepage
- About
- Services/Support
- Contact
- News/Blog
- Events
- FAQs

Standard functionality may include:

- standard contact forms;
- newsletter signup;
- donation integration;
- FAQs/accordion functionality;
- video embedding;
- Google Maps;
- social media links or standard social integration;
- standard events functionality;
- standard news/blog functionality;
- basic website search where appropriate;
- cookie/privacy setup;
- responsive optimisation; and
- basic SEO foundations.

The precise pages and functionality included in your project will be confirmed during the preparation stage.

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### **3. Design Week is a fixed-scope service**

Design Week is deliberately structured around a defined scope.

The fixed price does not mean unlimited design, development, revisions, content creation or functionality.

Think Violet will confirm the agreed scope before Design Week begins.

Requests that fall outside that scope may be treated as additional work and quoted separately.

Examples include, but are not limited to:

- additional website pages;
- additional service pages;
- directories;
- advanced search or filtering;
- complex forms or questionnaires;
- extensive copywriting;
- significant image sourcing;
- additional revision rounds;
- complex integrations;
- bespoke functionality;
- substantial content migration; and
- other work that materially increases the time or complexity of the project.

Think Violet will tell you if a requested feature is outside the agreed scope before undertaking chargeable additional work.

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### **4. Work that is not suitable for Design Week**

Some projects or requirements may not be suitable for the Design Week model.

These may include:

- complex bespoke applications;
- large databases;

- highly complex membership systems;
- complex ecommerce projects;
- specialist case-management systems;
- complex booking platforms;
- substantial technical integrations;
- extensive content migration;
- projects requiring a complete rebrand;
- projects requiring extensive copywriting as part of the core build; or
- projects where the required functionality cannot reasonably be delivered using Wix.

Think Violet reserves the right to decline or recommend an alternative approach where a project is not suitable for Design Week.

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## **5. Your Design Pack**

Before Design Week begins, you will be asked to complete a Design Pack and provide the content, information and assets required for the website.

The Design Pack forms an important part of the Design Week process.

You are responsible for providing the information Think Violet reasonably needs to complete the project, including where relevant:

- website content;
- service information;
- images;
- logos;
- brand assets;
- contact details;
- links;
- donation information;
- social media information;
- newsletter information;

- event information;
- legal information; and
- access to relevant third-party services.

You do not need to provide technically formatted website copy. Think Violet will structure and make reasonable refinements to client-supplied content as part of the agreed service.

Think Violet does not provide full copywriting for the website unless this has been agreed and paid for as an additional service.

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## 6. Client responsibilities

You agree to:

1. provide accurate and complete information;
2. provide content and assets by the agreed deadlines;
3. ensure that all relevant stakeholders have had an opportunity to contribute before Design Week;
4. nominate one project lead;
5. ensure that the nominated project lead has authority to provide feedback and approve the website;
6. provide consolidated feedback;
7. provide access to relevant Wix and third-party accounts where required;
8. respond reasonably promptly to requests for information;
9. ensure that you have permission to use all content, images, logos, fonts and other materials supplied to Think Violet; and
10. make required payments in accordance with these Terms.

Think Violet will communicate with the nominated project lead only unless otherwise agreed.

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## 7. Design Week readiness

Think Violet will review your Design Pack and supplied materials before Design Week.

Think Violet will confirm when your project is **Design Week Ready**.

Design Week will not normally begin until the information and materials required to complete the project have been supplied.

If important content, assets, decisions or access are outstanding, Think Violet may need to postpone or reschedule the Design Week.

This is necessary because the Design Week service relies on a focused production period and cannot operate effectively where significant information is still being supplied during the build.

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## **8. Design direction**

Think Violet will create the website's design direction based on:

- your existing brand;
- your target audience;
- your organisation;
- the information supplied in your Design Pack; and
- Think Violet's professional judgement and experience.

You are not required to select individual fonts, layouts, colours or website components.

Think Violet will make these design decisions on your behalf within the agreed project scope.

The service is not intended to provide a separate branding or rebranding project.

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## **9. Content and imagery**

You remain responsible for the accuracy and suitability of the content supplied for your website.

Think Violet may make reasonable changes to:

- headings;
- calls to action;
- formatting;
- structure;
- length;
- readability; and

- presentation.

These changes are intended to improve the website's effectiveness and do not constitute full copywriting.

You are responsible for ensuring that:

- information is accurate;
- claims made on the website are accurate;
- supplied images can legally be used;
- appropriate permissions have been obtained; and
- any required consent has been obtained for photographs or personal information.

Think Violet is not responsible for obtaining permissions that you are responsible for obtaining.

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## 10. Revisions

The Design Week price includes **one consolidated round of revisions**.

Feedback must be provided by the nominated project lead and should be supplied as one consolidated list.

The included revision round is intended for reasonable refinements to the agreed website.

Examples include:

- changing a heading;
- adjusting wording;
- replacing an image;
- making a minor layout adjustment; or
- making another reasonable refinement within the agreed scope.

The revision round does not include:

- a complete redesign;
- a change to the agreed website structure;
- substantial new content;

- new functionality;
- additional pages;
- a change of design direction; or
- changes resulting from a new decision made after the project has been approved.

Additional revision rounds may be available at an additional cost.

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## **11. Stakeholder feedback**

You are responsible for obtaining and consolidating feedback from your trustees, staff, volunteers or other stakeholders.

Think Violet will work with the nominated project lead.

Requests for multiple stakeholders to provide separate feedback directly to Think Violet may result in delays and may be treated as additional work where they materially affect the project.

Once the website has been formally approved, further changes are not included within the original revision allowance.

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## **12. Add-ons and additional work**

Additional work will be agreed separately.

Examples include:

### **Additional standard page**

**£175 per page**

### **Additional service page**

**£125 per page**

### **Three additional service pages**

**£325**

### **Directory**

**From £350**, depending on functionality and complexity.

### **Advanced form/questionnaire**

**From £250**

**Copywriting**

**From £150**, depending on requirements.

**Image sourcing**

**£150**, subject to the agreed scope.

**Additional revision round**

**£175**

**Wix support session**

**£75 for 45 minutes**

These prices may be updated from time to time and the price applicable to your project will be confirmed before the additional work begins.

Additional work will not normally be undertaken without your approval.

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**13. Payment**

The standard Design Week fee is **£1,750**.

Payment is made in two instalments:

**50% (£875) to secure the Design Week booking.**

**50% (£875) before the Thursday website review, training and launch.**

The first payment confirms your Design Week booking.

The second payment must be received before Think Violet is required to complete the final review, training and launch process.

Additional work will normally be invoiced separately and must be paid in accordance with the terms stated on the relevant invoice.

Think Violet is not required to launch the website while an amount that is due remains unpaid.

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**14. Booking and cancellation**

Your Design Week date is reserved specifically for your project.

Once your booking payment has been received, Think Violet commits time to preparing for and delivering your Design Week.

If you need to cancel before Design Week begins, please notify Think Violet as soon as possible.

Where cancellation occurs after Think Violet has begun substantial preparation or work, the amount retained or refunded will reflect work already undertaken and any reasonable costs incurred.

Where a Design Week needs to be postponed because the project is not ready, Think Violet will work with you to identify a new suitable date.

Repeated postponements or significant delays may require a new booking date and/or additional fees where they result in additional preparation or reserved capacity being lost.

Any cancellation or refund rights that apply by law are not affected by these Terms.

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## **15. Delays caused by the client**

Think Violet will make reasonable efforts to deliver the project within the agreed Design Week.

The timetable depends on you providing the information, content, access, decisions and approvals required within the agreed timescales.

If delays are caused by missing content, late feedback, unavailable stakeholders, lack of access, delayed payment or other matters outside Think Violet's reasonable control, the agreed delivery date may need to change.

Think Violet will communicate any significant impact on the timetable as soon as reasonably practicable.

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## **16. Approval and launch**

Before launch, you will be asked to formally approve the completed website.

Approval confirms that:

- the agreed website has been reviewed;
- the included revision round has been completed;
- you are satisfied for the website to be launched; and
- the website is ready to go live.

Formal approval is not an additional revision opportunity.

Once approved, any subsequent changes will be treated as post-launch work and may incur additional charges.

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## **17. Wix**

Think Violet builds Design Week websites using Wix/Wix Studio.

Wix is a third-party platform and Think Violet does not control Wix's:

- pricing;
- features;
- availability;
- policies;
- technical infrastructure;
- service interruptions; or
- future changes to the platform.

Your website will be subject to the applicable Wix terms and pricing.

Where your website requires a paid Wix plan, domain, premium feature or third-party service, those costs are normally your responsibility unless specifically included in the agreed project price.

Think Violet will provide reasonable guidance on the setup of the website but cannot guarantee the continued availability of any third-party Wix feature.

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## **18. Third-party services**

Your website may connect to third-party services such as:

- donation platforms;
- email marketing platforms;
- social media;
- booking systems;
- payment providers;
- video platforms; or

- other external services.

Think Violet can configure agreed integrations where they fall within the project scope.

You remain responsible for:

- creating and maintaining your third-party accounts;
- complying with the third party's terms;
- paying any third-party fees;
- providing accurate account information;
- maintaining appropriate permissions; and
- ensuring that the service meets your organisation's requirements.

Think Violet cannot guarantee the performance, availability or future compatibility of third-party services.

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## **19. Domain and email**

Think Violet will assist with connecting the agreed website domain as part of the launch process.

You remain responsible for ownership and renewal of your domain.

Think Violet is not responsible for problems arising from:

- incorrect domain ownership;
- registrar restrictions;
- expired domains;
- incorrect DNS settings maintained by third parties;
- email services provided by another company; or
- changes made by your domain or email provider.

Where changes to DNS or email settings are necessary, Think Violet will provide reasonable guidance.

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## **20. Legal and regulatory compliance**

Think Violet will implement agreed website features and reasonable standard website settings, but does not provide legal advice.

You remain responsible for ensuring that your website complies with laws and regulations applicable to your organisation and activities.

This includes, where applicable:

- privacy requirements;
- cookie requirements;
- accessibility obligations;
- charity-specific requirements;
- fundraising requirements;
- safeguarding information;
- copyright;
- data protection; and
- sector-specific regulations.

Think Violet can help implement information and settings supplied or approved by you, but you remain responsible for the accuracy and legal suitability of your policies, notices and statements.

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## **21. Data protection**

Where Think Violet processes personal data on your behalf in the course of providing the services, the parties will comply with applicable UK data protection law.

Where Think Violet acts as your data processor, the parties will enter into an appropriate data processing agreement or equivalent contractual provisions where required.

You remain responsible for determining:

- what personal data is collected;
- why it is collected;
- the lawful basis for processing;
- how long it is retained;
- who has access to it; and
- the privacy information provided to website users.

Think Violet will process personal data only as necessary to provide the agreed services and in accordance with your documented instructions, subject to applicable law.

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## **22. Security and access**

You are responsible for maintaining appropriate security over your:

- Wix account;
- domain account;
- email account;
- third-party services; and
- passwords.

You should use appropriate passwords and account security measures, including multi-factor authentication where available.

Think Violet will take reasonable steps to protect information and account access provided to it.

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## **23. Intellectual property**

Unless otherwise agreed:

### **Your materials**

You retain ownership of materials you provide to Think Violet, including:

- your logo;
- brand assets;
- photographs;
- written content;
- videos; and
- other materials belonging to your organisation.

You grant Think Violet permission to use those materials only as reasonably necessary to provide the services.

### **Website design**

Once all project fees have been paid, you may use the completed website design and content for your organisation's website.

Think Violet retains ownership of its own:

- design processes;
- systems;
- templates;
- frameworks;
- methodologies;
- reusable components; and
- know-how.

Nothing in the project transfers ownership of Think Violet's underlying business methods or systems.

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## **24. Third-party assets**

Where third-party fonts, images, plugins, applications or other assets are used, they may be subject to separate licensing terms.

You are responsible for complying with applicable licence conditions where the licence is held by you.

Think Violet will not knowingly use third-party material in a way that infringes applicable licensing requirements.

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## **25. Portfolio and marketing**

Unless you tell Think Violet otherwise in writing, Think Violet may display the completed website as part of its portfolio and marketing materials after launch.

This may include:

- screenshots;
- website links;
- descriptions of the project; and
- publicly available information about the finished website.

Think Violet will not knowingly publish confidential information that you have specifically identified as confidential.

If your charity has a specific confidentiality requirement, please discuss this before the project begins.

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## **26. Support after launch**

The Design Week price includes **30 days of support following launch**.

This support covers reasonable questions relating to:

- the designed website; and
- basic Wix operation.

It does not include:

- new website pages;
- new functionality;
- substantial content updates;
- ongoing website management;
- copywriting;
- SEO campaigns;
- new integrations;
- redesigns;
- additional training beyond the agreed session; or
- other new work.

Additional work can be quoted separately.

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## **27. Website performance and ongoing maintenance**

Think Violet will build and test the website using reasonable professional care.

However, website performance can be affected by factors outside Think Violet's control, including:

- Wix changes;
- third-party services;
- internet browsers;
- devices;
- plugins/apps;

- domain providers;
- hosting infrastructure; and
- changes made to the website after launch.

Think Violet does not guarantee specific search-engine rankings, traffic levels, donation levels, conversion rates or other commercial outcomes.

You are responsible for maintaining and updating the website after the included support period unless you have separately agreed an ongoing support arrangement with Think Violet.

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## **28. Errors and defects**

If you identify an error in the agreed website shortly after launch, please tell Think Violet as soon as reasonably possible.

Think Violet will investigate and, where the issue results from an error in the work provided by Think Violet, will take reasonable steps to correct it.

This does not include changes resulting from:

- client modifications;
- Wix changes;
- third-party services;
- incorrect information supplied by the client;
- new requirements; or
- functionality that was not part of the agreed scope.

Nothing in these Terms limits any legal rights or remedies that cannot lawfully be excluded.

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## **29. Limitation of liability**

Think Violet will provide the services with reasonable care and skill.

To the fullest extent permitted by law, Think Violet will not be responsible for indirect or consequential losses arising from the services, including loss of profits, revenue, goodwill, opportunity or anticipated savings.

Think Violet's total liability arising from the services will be limited to the total amount paid by you for the relevant Design Week project, except where such limitation is prohibited by law.

Nothing in these Terms excludes or limits liability for:

- death or personal injury caused by negligence;
- fraud or fraudulent misrepresentation;
- any liability that cannot legally be excluded or limited; or
- your statutory rights where applicable.

Any limitation of liability will be interpreted in accordance with applicable law.

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### **30. Force majeure**

Think Violet will not be responsible for delays caused by circumstances outside its reasonable control.

This may include, for example:

- serious illness;
- technical failures;
- widespread internet or platform outages;
- power failures;
- natural disasters;
- government action;
- or other events that could not reasonably have been prevented.

Where such an event occurs, Think Violet will communicate with you and make reasonable efforts to agree a revised timetable.

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### **31. Confidentiality**

Both parties agree to keep confidential information received from the other party confidential and to use it only for the purposes of providing or receiving the services.

This obligation does not apply to information that:

- is already publicly available;

- becomes publicly available through no breach of these Terms;
  - was already lawfully known;
  - is independently developed; or
  - must be disclosed by law.
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### **32. Ending the agreement**

Either party may seek to end the agreement where the other party commits a serious breach of these Terms and, where the breach can be remedied, fails to remedy it within a reasonable period after being notified.

If the agreement ends after work has begun, the parties will settle amounts properly due for work already completed and any agreed additional work.

Ending the agreement does not affect rights or obligations that have already accrued.

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### **33. Changes to these Terms**

Think Violet may update these Terms from time to time.

The Terms that apply to your project will normally be those provided or made available to you when you book the service.

Any significant changes to the agreed project scope or commercial terms will be confirmed separately in writing.

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### **34. Entire agreement**

The agreement between Think Violet and the client consists of:

- these Terms & Conditions;
- the Design Week proposal or booking confirmation;
- the agreed project scope;
- any agreed add-ons; and
- any written variations agreed by both parties.

If there is a conflict between these documents, the specific written project agreement will take precedence over these general Terms in relation to that project.

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### **35. Governing law**

These Terms and any dispute arising from them will be governed by the law of **Scotland**, and the Scottish courts will have jurisdiction, unless applicable law requires otherwise.

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### **36. Acceptance**

By paying the Design Week booking payment or otherwise confirming acceptance of the Design Week proposal, you confirm that:

- you have read these Terms & Conditions;
- you understand the Design Week process;
- you understand the fixed scope and timeframe;
- you understand your responsibilities regarding content, feedback and approvals;
- you understand the payment terms; and
- you agree to these Terms & Conditions.

### **Think Violet**

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**Terms version:** September 2026