These are the General Conditions of Elephant sees Elephant (from now on called "Contractor"), you can also download these Conditions at: www.elephantseeselephant.com:

Extra work

Contractor will make a new proposal when new assignments, which are not mentioned in the original proposal, are being proposed by the Client. Contractor will decide whether assignments are extra work or belong to the original proposal.

Payments

After agreeing on the proposal, client prepays 40% of the agreed total price at the start of the project. The other 60% excluding the optional extra work mentioned earlier, has to be paid on the agreed day of launching the website mentioned in the first agreed schedule.

All mentioned prices are excluding V.A.T. (21%).

Schedule

Contractor will always stick to the schedule and do everything in her power to deliver in time. If Contractor has run into a situation of impotence, she will inform Client as soon as possible.

When Client wants to change the schedule, Contractor will stick to her right to be paid by Client on the original day of launching the website agreed by Client and Contractor in the first schedule.

The Schedule is based on supplying every form of information and / or feedback between Contractor and Client. Contractor has the right to adjust the schedule dates if Client doesn't respond / give input / feedback in time.

Project stages

Stage 1: Meeting Contractor and Client. Contractor learns Clients wishes.

Stage 2: Proposal. Contractor supplies proposal to be agreed by both parties (Contractor and Client).

Stage 3: Moodboard. Contractor visualizes all Clients wishes in sketch form. Contractor will make 1 other proposal moodboard if Client doesn't agree on the first. If Client doesn't agree on the second one either, both Client and Contractor have to agree on a new price for extra work (mentioned earlier in section "Extra Work").

Stage 4: Design. Contractor visualizes all Clients wishes following the agreed design. Contractor will make 1 other design proposal if Client doesn't agree on the first one. If Client doesn't agree on the second one either, both Client and Contractor have to agree on a new price for extra work (mentioned earlier in section "Extra

Work"). Contractor decides which aspects of the design are new and which already existed and are including the existing agreed price.

Stage 5: Translating design to HTML/CSS. Contractor will translate the to a working website in the most used browsers according to the global statistics: http://gs.statcounter.com/

Stage 6: Testing. Contractor supplies a test version of the final website to Client. Client gets the opportunity to test supplied version of the website before the website is launched for all visitors. Contractor will insert needed content if Client supplies this in time. Client will insert all content by itself if Client has not yet supplied the content needed on agreed date. The website will be produced with test text and images. Client supplies list of findings if Client finds bugs or dysfunctional functionalities/ design elements which are not working as agreed in Functional Design earlier in process. Contractor will fix all agreed functionalities agreed in the Functional Design and will fix all design elements as agreed in the agreed Design version. Extra wishes will result in a new price (see "Extra Work").

Stage 7: Supplying Final Website. Contractor supplies websites in agreed design and functionalities mentioned in the Functional Design and Design. This version can be seen on a non-public URL.

Stage 8: Final Check Content. Client gets the opportunity to do a final content check. If Client still hasn't supplied the content in this stage he gets the opportunity to insert the content by himself.

Stage 9: Launching Website. Contractor will launch website for all visitors. If Contractor runs into unforeseen technical issues he will inform Client about it and try to fix everything as soon as possible.

Stage 10: Debriefing.

Copyright information

Copyright of all designs made by Contractor is Contractors property, as mentioned in the Dutch law: 10 lid 1 sub 9 Aw, and other versions of the Dutch law Aw, in which all webdesigns are mentioned.

Violation of copyright is a crime. Copying or reproducing Contractors designs is illegal. Reproduced or copied versions of Contractors designs can damage the Contractors reputation.

The Wordpress copyright and the ownership of the sourcecodes are with the programmers of Wordpress, an open source CM, free to use. Source: http://wordpress.org/about/gpl/

Right to use

After payment by the Client of total agreed price mentioned in agreed proposal (including extra costs of Extra Work) Contractor will transfer the right to use the website and the Wordpress theme to Client. The sourcecode of the design is the ownership of the Contractor. Client can buy the source of the design for a fixed price.

Liability

Contractor is not responsible when a third party violates the copyright of the design and is not responsible when a third party crashes the database or e-mail traffic of Client.

Contractor is not responsible in case of damaging the source code by Client / Third Parties. Damaging like: deleting, changing files on the website server without informing Contractor.

Needed repair caused by such damaging will be Extra Work for Contractor and results in a new invoice based on hourly price.

Contractor is never responsible for the damage caused by the Hosting Party on which the website is hosted.