

# **Website Design & Services Contract**

## **STANDARD WEB DESIGN TERMS & CONDITIONS**

These are the Standard Terms and Conditions for Website Design and Development to in the foregoing contract between Oz Web Market product of speed web Services herein referred to as the Consultant represented by (business@ozwebmarket.com.au / 0435108544)

And

\_\_\_\_\_ (Australia) Pty Ltd (ABN: \_\_\_\_\_) herein referred to as client owned by \_\_\_\_\_

The following terms and conditions apply to all Website, Software, Graphic and Application design created by Oz Web Market

**Fees, Approvals and Payments** for http://www.\_\_\_\_\_.com.au/  
Fees Payable for Website Design and Development, SEO package and Website hosting.

A 50% deposit of the total fee payable under the contract is due immediately upon the signing of the Contract. The remaining 50% shall become due when the work is completed to the reasonable Satisfaction of the Client but subject to the terms of the Approval of Work and Rejected Work clauses. The consultant reserves the right not to begin the Work until the said 50% deposit has been paid in full. The deposit is not refundable if the development work has been started and the client terminates the contract by no fault of the consultant. The remaining 50% is to be paid to the consultant 48 hours prior to the delivery of the website which would be intimated to the client by the consultant.

### **Pricing**

Website Design and Development (<http://www.-----.com.au/>) (mobile friendly) (Ecommerce) \$----- + GST

SEO package (Starter) \$----- + GST

Website maintenance and hosting + Integration of website to your Social Media networking + Mobile friendly website + Inbuilt SEO + ---- AdWords + Email ID (For 12 months x \$--- per month) \$---- + GST

### **Supply of Materials**

The Client is to supply all materials and information required for the consultant to complete the Work in accordance with the agreed specification. Such materials may include, but are not limited to, photographs, written-copy, logos and other printed materials. Where the Client's failure to supply such materials leads to a delay in completion of the work, the consultant has the right to extend previously agreed deadlines for the completion of the Work by a reasonable amount. Where the Client's failure to supply materials prevents progress on the Work for more than 21 days, the consultant has the right to invoice the Client for any part or parts of the work already completed.

### **Design & Development Variances**

During the Website Design phase the client is offered the opportunity to receive multiple proposals and revisions to the design. The consultant has the right to limit the number of design proposals to a 'reasonable' amount, and may charge for additional designs if the client makes a change to the original design specification.

The Website Development phase will be flexible and allow certain variances to the original specification. However, any 'major' deviation from the specification above will be charged at the rate of \$00.00 per hour. Any changes deemed to be 'major' will be identified and quoted before development proceeds.

### **Project Delays & Client Liability**

The proposed time frames are contingent upon full co-operation of the client, and complete & final content and photography for the web pages. During development there is a certain amount of feedback required in order to progress

to subsequent phases. It is required that a single point of contact be appointed from the client side, and be made available on a daily basis in order to expedite the feedback process. Furthermore, incomplete content, or content requiring alteration during the development phase can add delay to the project. The consultant cannot be held to the agreed delivery date if the above conditions are not met. If the website development is delayed for more than 2 weeks by the client, or is halted indefinitely, the consultant is eligible for full and final payment for the services specified in this proposal. If this occurs, additional costs may be imposed if the project is resumed at a later date.

### **Approval of Work**

On completion of the Work, the Client will be notified and have the opportunity to review it. The Client should notify the consultant, in writing of any unsatisfactory points within 7 days of receipt of such notification. Any of the Work which has not been reported in writing to the consultant as unsatisfactory within the 7 day review period will be deemed to have been approved. Once approved, or deemed approved, work cannot subsequently be rejected, and the contract will be deemed to have been completed and the 50% balance payment will become due. The Contract will remain in effect until all obligations have been completed in terms of this Clause.

### **Rejected Work**

If the Client rejects the Work within the 7 day review period, or will not approve subsequent Work performed by the consultant to remedy any points reported by the Client as unsatisfactory, and The consultant considers that the Client is unreasonable in his repeated rejection of the Work, the contract will be deemed to have expired and The consultant can take any legal measures to recover both payment for the completed Work and reasonable expenses incurred in recovering payment.

### **Legal Stuff**

We can't guarantee that the functions contained in any web page templates or in a completed web site will always be error-free and so we can't be liable to you or any third party for damages, including lost profits, lost savings or other incidental, consequential or special damages arising out of the operation of or inability to

operate this web site and any other web pages, even if you have advised us of the possibilities of such damages.

If any provision of this agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions.

### **Assignment of Project.**

The consultant reserves the right to assign subcontractors to this project to insure the right fit for the job as well as on-time completion.

### **Website Maintenance**

The Client understands that once the website is completed and installed to the Clients web space the Client takes on the responsibility of maintaining all aspects the site, such as text, images, video and sound files. The consultant will provide a training material or online/onsite training on Ecommerce website which will assist the Client in maintaining the site. The Client is responsible for the cost of the Ecommerce website. The consultant will make changes to the site per the Clients request which will be billed at \$0.00 for the first year wherein charges apply after the completion of the first year.

### **Payment**

Upon completion of 7 day review period, the consultant will invoice the Client for the 50% balance payment in accordance with the clause Fees Payable for Website Design and Development. Hereof, which, in the absence of agreement to the contrary, is to be paid by the Client within 7 days of the date that the invoice was issued.

### **Remedies for Overdue Payment**

If payment has not been received by the due date, the consultant has the right to suspend ongoing work for Client or take down the website until such time that full payment of the outstanding balance has been received. If full payment has still not been received 7 days after the due date, the consultant has the right to replace, modify or remove the Web Site and revoke the Client's license of the Work until full payment has been received. By revoking the Client's licence of the

Work or removing the web site from the Internet, The consultant does not remove the Client's obligation to pay any outstanding amount owing.

### **Association Rights**

CLIENT authorizes Oz Web Market to use CLIENT's name, web site, web site logos and CLIENT testimonials for any and all advertising and promotional purposes in Oz Web Market brochures, newspapers and magazine advertisements, and on Oz Web Market web site as part of a design portfolio presentation. The consultant has all the rights to add their information at the bottom of the client's website. (Powered by, site by etc.)

### **Intellectual Property**

Website and Software Design, Website, Software and Applications designed and created by the consultant for Clients should be treated as Trade Secrets and remain the property of Speed Web Services. Such creative work or the information contained within them must not be passed to third parties or publicly disseminated without prior written authorisation from the consultant. This includes, but is not limited to technical features, functionality of the applications, graphic design, user interface, and pricing information. Warranty by Client as to Ownership of Intellectual Property Rights the Client will obtain all the necessary permissions and authorities in respect of the use of all copy, graphic images, registered company logos, names and trademarks or any other material it supplies to the consultant and/or includes in the Client's website or web applications. The conclusion of a contract between the consultant and the Client shall be regarded as a guarantee by the Client to the consultant that all such permissions and authorities have been obtained and that the inclusion of such material on the Website or in the software would not constitute a criminal offence or civil delict. By agreeing to these terms and conditions, the Client removes the legal responsibility of the consultant and indemnifies the same from any claims or legal actions however related to the content of the Client's website or software. It takes about 45 to 60 days for your website to show up on the first page provided you have opted for SEO package and provided the consultant with the AdWords to be used

### **Licensing and copyrights**

Once the consultant has received full payment of all outstanding invoices and the work has been approved by the Client in accordance with the Approval of Work

clause. The Client will be granted a licence (access) to use the website and its related software and contents for the life of the website. The consultant assumes all content supplied by the client is free of copyright, and Oz Web Market takes no responsibility whatsoever for using copyrighted material on the site or in the software that has been supplied by the Client and the client is fully responsible to check the copyright of all content in the website. The Licence of use can be transferred to another party if that party has bought or acquired the business from the Client. Written notification must be made to the consultant if the Licence is to be transferred. You guarantee to us that any elements of text, graphics, photos, designs, trademarks, or other artwork that you provide us for inclusion in the web site are either owned by your good self's, or that you have permission to use them. When we receive your final payment, copyright is automatically assigned as follows: You own the graphics and other visual elements that we create for you for this project. We will give you a copy of all files and you should store them really safely as we are not required to keep them or provide any native source files that we used in making them.

You also own text content, photographs and other data you provided, unless someone else owns them. We own the XHTML mark-up, CSS and other code and we license it to you for use on only this project.

We love to show off our work and share what we have learned with other people, so we also reserve the right to display and link to your completed project as part of our portfolio and to write about the project on web sites, in magazine articles and in books about web design.

Upon final payment of this contract, the Client is assigned rights to use as a website the design, graphics, and text contained in the finished assembled website. Rights to photos, graphics, source code, source files, and computer programs are specifically not transferred to the Client, and remain the property of their respective owners. The consultant and its subcontractors retain the right to display graphics and other Web design elements as examples of their work in their respective portfolios.

### **Trade Secrets**

Any website code that is not freely accessible to third parties and not in the public domain, and to which Oz Web Market or their suppliers owns the copyright, may not be copied, published, distributed or passed to any third parties in any form without prior written consent from Speed Web Services. Unless previously agreed otherwise in writing, no modifications may be made by the Client or any third

party to the website or code to which Oz Web Market or their supplier owns the copyright. Oz Web Market acknowledges the intellectual property rights of the Client. Information passed in written form to Speed Web Services, and that the Client has indicated is confidential or a trade secret, will not be published or made available in any other way to third parties without the prior written consent of the Client.

### **Miscellany**

This Agreement constitutes the entire understanding between the parties. Only an instrument in writing signed by both parties can modify the terms of his agreement. A waiver of a breach of any of the provisions of this Agreement shall not be construed as a continuing waiver of other breaches of the same or other provisions hereof. It is intended that each paragraph of this Agreement shall be viewed as separate and divisible, and in the event that any paragraph shall be held to be invalid, the remaining paragraphs shall continue to be in full force and effect. This Agreement shall be binding on, and inure to the benefit of, the parties' heirs, successors, assigns, and personal representatives. This Agreement shall be governed by the laws of the State Western Australia.

Full Name,

Address,

Signature

Date to be imprinted by client