



0438 669 509

PO Box 5051
Cable Beach
W.A. 6726

TERMS AND CONDITIONS

Kimberley Web Design requires a 50% deposit upon signing the following “Terms and Conditions Form” and accepting the terms of the “Design Proposal”. The remaining 50% is due upon completion.

There is a time frame clause, agreed upon by both parties, prior to commencement, so that both parties make completion within a timely manner. Every day that has gone over the agreed completion date will be charged at \$140 +GST, unless the final 50% deposit is paid in full.

Although Kimberley Web Design offers free consultation, we will no longer be providing upfront design proposals and quotes. If after the initial FREE consultation, you decide to use Kimberley Web Design’s services, we will provide you with a design proposal and quote for a fee of \$200 to \$400, depending on the complexity of the site and time taken to deliver a comprehensive proposal and quote.

The deposit is required within 2 weeks of accepting the design proposal and commencement of the contract.

Introduction

I will always do my best to fulfill your needs and meet your goals, but sometimes it is best to have a few simple things written down so that we both know what is what, who should do what and what happens if stuff goes wrong. In this contract you won’t find complicated legal terms or large passages of unreadable text. I have no desire to trick you into signing something that you might later regret. I do want what is best for the safety of both parties, now and in the future.

In short

You, are hiring me, Amanda McInerney, Sole Trader of Kimberley Web Design located at 22 Chippindall Place, Broome to design and develop a website for the estimated total price as outlined in our Design Proposal and Quote. Of course it’s a little more complicated, but I’ll get to that.

What do both parties agree to do?

As my client, you have the power and ability to enter into this contract on behalf of your company or organisation. You agree to provide me with everything that I need to complete the project including text, images and other information as and when I need it, and in the format that I ask for. You agree to review our work, provide feedback and sign-off approval in a timely manner too. Deadlines work two ways and you will also be bound by any dates that we set together. You also agree to stick to the payment schedule set out at the end of this contract.

I have the experience and ability to perform the services you need and I will carry them out in a professional and timely manner. Along the way I will endeavor to meet all the deadlines set but I can’t be responsible for a missed launch date or a deadline if you have been late in supplying materials or



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have not approved or signed off our work on time at any stage. On top of this I will also maintain the confidentiality of any information that you give us.

Logo Design

You, the client, have ownership of the final logo design for use in any media application that is beneficial to your business. Kimberley Web Design retains the right to use the final logo, or any versions of the logo created in the process, in portfolio and advertising materials.

The client understands that it is the client's responsibility to copyright the logo design (<https://www.ag.gov.au/RightsAndProtections/IntellectualProperty/Pages/Copyright-information.aspx>) and/or seek trademark (<http://www.ipaustralia.gov.au/>).

Getting down to the nitty gritty

Design

I will create designs for the look-and-feel, layout and functionality of your web site. This contract includes one main design plus the opportunity for you to make up to two rounds of revisions. Revisions include up to 2 additional hours work. For this reason, it is very important that everything is included in the initial design proposal and quote.

If you're not happy with the designs at this stage, you will pay me in full for all of the work that I have produced until that point and you may either cancel this contract or continue to commission me to make further design revisions at the hourly rate set out in our original estimate.

XHTML/CSS layout templates

If the project includes XHTML or HTML markup and CSS templates, I will develop these using valid XHTML 1.0 Strict markup and the latest CSS for styling. I will test all our markup and CSS in current versions of all major browsers including those made by Apple, Microsoft, Mozilla and Opera's latest operating systems.

I will not test these templates in old or abandoned browsers, for example Microsoft Internet Explorer 6, 5 or 5.5 for Windows or Mac, previous versions of Apple's Safari, Mozilla Firefox or Opera unless otherwise specified. If you need to show the same or similar visual design to visitors using these older browsers, I will charge you at the hourly rate set out in our original estimate for any necessary additional code and its testing.



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Text content

I am not responsible for writing or inputting any text copy unless we specified it in the original estimate. I'll be happy to help though, and in addition to the estimate I will charge you at \$140 +GST per hour for copy writing or content input.

Photographs

You will supply photographs either in digital or printed format. If you choose to buy stock photographs, I can suggest vendors of stock photography. Any time I spend searching for appropriate photographs will be charged at \$120 per hour +GST.

Changes and revisions

I know from plenty of experience that fixed-price contracts are rarely beneficial to you, as they often limit you to your first idea about how something should look, or how it might work. I don't want to limit either your options or your opportunities to change your mind.

The estimate/quotation prices contained within the Design Proposal and Quote are based on the number of hours that I estimate I'll need to accomplish everything that you have told me, you want to achieve. If you do want to change your mind, add extra pages or templates or even add new functionality, that won't be a problem. You will be charged the hourly rate set out in the estimate I gave you. Along the way I might ask you to put requests in writing so I can keep track of changes.

Technical support

You may already have professional web site hosting; you might even manage that hosting in-house; if that's the case, great. If you don't manage your own web site hosting, Kimberley Web Design offers hosting and domain registration, [click here](#).

If you are interested in hosting your site on Kimberley Web Design's Virtual Dedicated Server, please phone me (0438 669 509).

Legal stuff

I can't guarantee that the functions contained in any web page templates or in a completed website will always be error-free and so I 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 website and any other web pages, even if you have advised me of the possibilities of such damages.



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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.

Phew!

Copyrights

You guarantee to us that any elements of text, graphics, photos, designs, trademarks, or other artwork that you provide me for inclusion in the website are either owned by your good self's, or that you have permission to use them.

When I receive your final payment, copyright is automatically assigned as follows:

You own the graphics and other visual elements that I create for you, for this project. I will give you a copy of all files and you should store them really safely as I am not required to keep them or provide any native source files that I used in making them.

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

I love to show off our work and share what I have learned with other people, so I also reserve the right to display and link to your completed project as part of our portfolio and to write about the project on websites, or any other marketing promotions.

Payments

I am sure you understand how important it is, as a small business that you pay the invoices that I send you promptly. As I am also sure you'll want to stay friends, you agree to stick tight to the following payment schedule.

Payment schedule

Kimberley Web Design requires 50% deposit before commencing your project and 50% upon completion. If all requested material is not supplied by you within 6 weeks of starting the project, Kimberley Web Design reserves the right to invoice for the remaining 50%, unless agreed upon before commencement.

But where is all the horrible small print?



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KIMBERLEY WEB DESIGN

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Just like a parking ticket, you cannot transfer this contract to anyone else without our permission. This contract stays in place and need not be renewed. If for some reason one part of this contract becomes invalid or unenforceable, the remaining parts of it remain in place.

Although the language is simple, the intentions are serious and this contract is a legal document under exclusive jurisdiction of Australian courts.

The dotted line

Signed by and on behalf of Kimberley Web Design

A handwritten signature in black ink, appearing to read 'Amanda H McInerney'. The signature is written in a cursive, flowing style.

AMANDA H McINERNEY

Please sign below and return via PO Box 5051, Cable Beach, W.A 6726

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