

Sarah Baxter
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& Digital Design

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STANDARD TERMS & CONDITIONS

Website Design & Development

Summary

I'll always do my best to fulfil your needs and meet your expectations, but it's important to have things written down so that we both know what's what, who should do what and when, and what will happen if something goes wrong. In this contract you won't find any complicated legal terms or long passages of unreadable text. I have no desire to trick you into signing something that you might later regret. What I do want is what's best for both parties, now and in the future.

What do both parties agree to do?

You: You have the authority to enter into this contract on behalf of yourself, your company or your organisation. You'll give me the assets and information I need to complete the project. You'll review my work, provide feedback and approval in a timely manner too. Deadlines work two ways, so you'll also be bound by dates we set together. You also agree to stick to the payment schedule set out at the end of this contract.

Me: I have the experience and ability to do everything I've agreed with you and I'll do it all in a professional and timely manner. I'll endeavour to meet every deadline that's set and on top of that I'll maintain the confidentiality of everything you give me.

Getting down to the nitty gritty:

What you get:

A remarkable Wordpress website that works for your audience and helps you meet your business goals, with setup based on current coding and SEO standards and mobile/retina friendly design.

1. Timeline

I want to give you an online presence as soon as possible, and I'll do my best to deliver the highest standard of work in the shortest time possible. Realistically, I aim to deliver website projects in 4-8 weeks (more or less). The timeline usually looks a bit like this:



As you can see, several factors can affect the timeframe but if we both commit to our responsibilities in a timely manner, we'll get to the finish line in no time.

2. Design

I create flexible layouts that adapt to the capabilities of many devices and screen sizes. I develop as I go so I won't waste time mocking up every page as a static visual. You'll have plenty of opportunities to review the work and provide feedback. If, at any stage, you're not happy with the direction the work is taking and we can't find a way to resolve it, you'll pay me in full for everything I've produced until that point and cancel this contract.

3. Text content

I am responsible for inputting text and images (that you provide) into your website. If you need me to create new content for you, I can provide a separate estimate for that. While any changes to content are easy to make, it is important to supply professional & polished content right at the start of the project to avoid additional charges during development if the work has to be done more than once.

4. Graphics and photographs

You should supply graphic/logo files in an editable, vector digital format. You should supply photographs in a high resolution digital format. If you choose to buy stock photographs, I can purchase these on your behalf for \$15 per image after you have selected them on shutterstock.com

5. Search engine optimisation (SEO)

I can't guarantee improvements to your website's search engine ranking, but the web pages that I develop are accessible to search engines and are optimised according to current SEO best practices. If you have a current website which is being refreshed or overhauled, I will follow necessary procedures to maintain your SEO value as much as possible.

6. Changes and revisions

The price at the beginning of this contract is based on the time that I estimate I'll need to accomplish everything you've told me you want to achieve, but I'm happy to be flexible. If you want to change your mind or add anything new, that won't be a problem and where applicable, I'll provide a separate estimate for any additional work. A 'round' of revisions is defined as a one single or batch request of revisions/updates.

7. Managed Hosting & Website Maintenance

I've been designing websites for clients over the last ten years and in my experience, I've found that things can go downhill quite quickly after the project is handed over. It doesn't take long for things to look out of sync and the main reason for this is that clients don't have the time, expertise or desire to maintain their websites effectively - images are not re-sized correctly or digitally optimised, text styles do not stay consistent, or content is not updated at all. On top of this, it is likely to take a client much longer to change something as they don't work with the platform on a daily basis like I do. For these reasons, I encourage clients to allow me to take care of the maintenance of their new website. This is not designed to be profitable for me, but rather to ensure that your website continues to work for your users and helps you meet your business goals (and also continues to be an accurate reflection of my professional work!).

My hosting fees (\$40 per month) are not the cheapest for a reason - I offer a fully managed service which means that you don't have to deal with all of the technical stuff sitting behind the website. I work with a professional, high-performance Australian web host and this Managed Hosting fee includes:

- › **Installation, full technical support** and as much **storage space** as your website requires
- › **1 FREE domain registration** & Unlimited **FREE email** account setup
- › **3 FREE rounds of updates** to existing website content per year (extra updates or new additions charged at a nominal fee).
- › **Monthly backups** of your entire website (with 6 most recent backups stored).
- › Easy-to-understand **Monthly Analytic Report** by email to track, analyse and optimise your content.

If you already have a hosting service that you wish to continue using, I can offer the **full support and 3 FREE rounds of updates** per year for a reduced fee of **\$15 per month** (capped at 6 hours).

8. Handover Fee

If no form of Managed Hosting & Website Maintenance services are required, then a **Handover Fee of \$500** will apply to give you full ownership of your website and its maintenance after launch - please ensure you are (or someone else) is proficient enough with Wordpress and is able to manage the site. Any future support, changes or updates will be quoted at standard rates.

If at any stage during or after the project you no longer wish to work with me, I will happily provide a pro rata reimbursement of the unused managed hosting fee and provide all data required to transfer the ownership of the entire website to your new host for a flat **Handover fee of \$500**.

9. Legal stuff

I can't guarantee that my work will 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, even if you've advised me of them. Finally, if any provision of this contract shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this contract and shall not affect the validity and enforceability of any remaining provisions. Phew.

10. But where's all the horrible small print?

Just like a parking ticket, you can't 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.

11. Displaying the work

The success of my business relies on the display of work I've created, so I reserve the right to display all aspects of my creative work, including sketches, work-in-progress designs and the completed project on my portfolio and in articles on websites, in magazine articles and the like (unless agreed otherwise).

12. Copyrights

First, you guarantee that all elements of text, images or other artwork you provide are either owned by your good selves, or that you've permission to use them. Then, when your final payment has cleared, copyright will be automatically assigned as follows:

- › You'll own the visual elements that are created for this project. You own all elements of text, images and data you provided, unless someone else owns them.
- › I'll own the unique combination of these elements that constitutes a complete design and I'll license its use to you, exclusively and in perpetuity for this project only, unless we agree otherwise.

13. Payment schedule

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

I issue invoices electronically. The **payment terms are 14 days** from the date of invoice by bank transfer or credit card. All proposals and invoices are in AUD\$. Payment details will be printed on the electronic invoice. I reserve the right to charge interest on all overdue debts at the rate of 1% per day.

14. Additional Notes

- › Appropriate measures will be taken to maintain existing SEO value, but no guarantee search results will remain unchanged. (Refer to 5. Search engine optimisation (SEO)).

Thanks and I look forward to working with you!

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STANDARD TERMS & CONDITIONS

Logo Design

sarahkate.co

I ask that you agree to this contract before I start on your logo design.

What I, the designer, agrees to...

I agree to create a custom logo design suitable for your business identity and satisfactory to you. I promise to deliver your finished logo design in digital image files of high enough quality to be printed on business related print goods and for web page display when I have been paid in full.

TERMS & CONDITIONS

Logo Concepts and First Viewing: Within 10 business days of receiving your company info and deposit, I will create 4-5 different logo concepts for you. I will send these logos by email for you to view. When I have received your feedback on these designs I will make any needed changes (not exceeding 3 sets of revisions) to your favorite logo choice until you are completely satisfied.

File Delivery: After the final logo design is approved I agree to deliver the logo design to you in digital file formats (.png, .pdf, .ai, .eps, and/or .jpg). Custom logo packages are delivered to you by email.

Ownership: I give you the right to use your new logo design in all media useful for your business promotion. I ask that you let me display your new Logo Image and your details, for testimonial and promotional purposes on my website and in any printed material.

Originality: I affirm that my Logo Designs are original and that I own the rights granted under this agreement, and that the rights granted do not conflict any other agreement.

Link to your website: If I receive a testimonial from you, I will post it on my website with a link to your website.

What you, the client, agrees to...

In return for the above-described logo design I agree to pay the total fee payable in two payments... a logo fee deposit before any work begins and the remaining payment when final logo design is approved but before it is delivered.

TERMS & CONDITIONS

Ownership: I understand that the final Logo Design belongs to SarahKate.Co until I have paid in full. In the event of termination of this Agreement SarahKate.Co owns the Logo and has the right to complete, exhibit, and/or sell the Logo Design (but not my business name). SarahKate.Co also owns all the logo design concepts created before I choose the final logo design.

Use of Logo: I understand that once I have paid in full that I have the right to use the Logo Design in all media useful for business promotion and that SarahKate.Co reserves the right to display the logo for her business promotional use (example of her logo designs on her websites or printed). I also give SarahKate.Co permission to use my name, business address, and website address, for testimonial purposes on her website, or other business related media.

Right to Modify (Alterations): I understand that I have no right to alter the Final Logo Design in any way except to change its size for printing or digital display. If I desire any alterations I will consult SarahKate.Co first, and she will be allowed the first option to make alterations when possible and I do understand that she will require additional payment to make these alterations.

Request: I will consider SarahKate.Co's request that I put a text link to her website (<http://www.sarahkate.co>) on my website.

Copyrights and Trademarks: I understand that it is up to me to copyright the logo design (<http://www.copyright.org.au>) after final payment. It is also up to me to do a Trademark search and federal trademark registration if I want to register my Logo as my company Trademark.

Delays: I agree to give SarahKate.Co more time if she becomes ill, is injured, or is delayed because of events beyond her control, like: fire, theft, computer failure, and Acts of God.

Termination: I have the right to terminate this Agreement if, SarahKate.Co fails to complete the Logo within 60 days of the signing of this agreement or if, illness or injury, or events beyond her control causes a delay of more than 60 days from the agreed delivery date. If terminated, SarahKate.Co shall return to me one half the logo fee (the other half helps pay for the many hours I put into researching and designing the logo samples). I understand that I cannot claim any additional expenses, damages, or claims based on the failure of SarahKate.Co to complete the logo and that this agreement is automatically terminated on the death of SarahKate.Co.

NOTE: Before you sign below please make sure you understand all of the above agreements and realise that you can negotiate. If you want any changes please send me your suggestions.

If this contract is acceptable to you and you are paying by electronic transfer then, this contract will be considered signed with deposit of money into my account.

Retain one copy of this agreement for your files and email one copy with the agreed deposit to: sarah@sarahkate.co