Heart Harmony Communications Pty Ltd

Website Design & Website Copy Agreement

Schedule

Item 1 Parties	**Service Provider** (**We**, **Us**)	Heart Harmony Communications Pty Ltd ABN 38 991 466 898 Marigold Avenue, Altona North VIC 3025 +61 (3) 8597 7980 info@heartcomms.com.au
	Customer (**You**)	[Your Name] [Your ABN] [Your Address] [Your Phone] [Your Email]
Contract Details:		
Item 2 Start Date (Clause 2)	Upon Signing	
Services:		
Item 3 Services (Clause 3)	Website Design & Web Copy for Name	
Item 4 Scope of Services (Clause 3)	See Annexure A	
Item 5 Fees (incl. GST) (Clause 5.5)		
Fees:	[As Per Proposal]	
Upfront Fee:	[As Per Proposal]	
Final Fee:	[As Per Proposal]	
Out-Of-Scope Fee (incl. GST)	[As Per Proposal]	
Surcharges		
Priority (if required within 5 business days)	[As Per Proposal]	
Expenses	[As Per Proposal]	

EXECUTED as an Agreement

By clicking the Approve button to this proposal and digitally signing your name, you engage us, and we agree, to provide the Services specified in the Proposal subject to these Standard Terms and Conditions.

By signing below you acknowledge that you are authorised to sign this agreement on behalf of the relevant party and bind the party to this agreement.

Standard Terms and Conditions

OPERATIVE PROVISIONS

1. Definitions and Interpretation

1.1 Definitions

2 In this agreement:

(a) **Annexure** means the documents attached as an annexure to the end of these terms and conditions.

(b) **Claim** means any claim notice, demand, investigation, action, proceeding, litigation, or judgment however arising, whether present, unascertained, immediate, future or contingent, whether based in contract, tort (including negligence) or statute and whether involving a party to this agreement or third party.

(a) **Client Materials** any materials, website content, or other information that you must provide to us in order for us to provide the Services, and includes any such materials we request from you from time to time.

(c) **Confidential Information** means all spoken, written or electronically stored information belonging to or relating to either party and includes without limitation:

(i) any kind of technical, financial or business information;

(ii) details of employees, suppliers, or customers;

(iii) material developed under this agreement; and

(iv) Intellectual Property, concepts, know-how and trade secrets;

but excludes information in the public domain (other than by default under this agreement) or information independently known to the other party.

(d) **Consequential Loss** includes, without limitation:

(i) data loss or unauthorised access of data;

(ii) loss of opportunity, loss of revenue, loss of anticipated profits or savings, expenses incurred through default or breach, wasted overheads, loss of contract, loss of bargain, loss of business, loss of production, loss of use, loss of goodwill, and all other pure economic loss; and

(iii) disappointment, distress, stress, and inconvenience.

(b) **Expenses Surcharge** means an administrative fee, calculated as a percentage of the actual cost of any third party product or service purchased by us on your behalf in the course of performing the Services (for example graphic design fees).

(e) **Force Majeure Event** means any of the following:

(i) an act of God;

(ii) war, terrorism, riot, insurrection, vandalism or sabotage;

(iii) strike, lockout, ban, limitation of work or other industrial disturbance; or

(iv) law, rule or regulation of any government or governmental agency, and executive or administrative order or act of general or particular application,

which is

(i) unforeseen by the affected party;

(ii) is beyond the control of the affected party; and

(iii) occurs without the fault or negligence of the affected party.

(f) **Indemnified Officers** means, in relation to a party, its directors, employees, contractors, agents and representatives.

(g) **Insolvency Event** in relation to a party means any of the following:

(i) the party enters into an arrangement with creditors, commits an act of bankruptcy or is charged with a criminal offence;

(ii) the party resolves to wind itself up, or takes steps to appoint an administrator or a receiver, or is placed under official management; or

(iii) judgment is entered against the party for more than $20,000.00, which remains unsatisfied or unappealed for more than 21 days.

(h) **Intellectual Property** means all intellectual property rights, including copyright, inventions, patents (including patent applications), trade marks (whether registered or not), designs (whether registrable or not), eligible circuit layout rights, domain name licences, trade secrets, and know-how, and includes the right to register any intellectual property rights.

(i) **Liability** means any liability (whether actual or prospective), loss, damage, cost or expense of any description, including legal fees on a solicitor and own client basis.

(j) **Notice of Default** means a Written Notice that:

(i) states that it is a notice of default;

(ii) specifies the default with sufficient detail and particulars;

(iii) gives a reasonable deadline by which the default must be remedied, of not less than 7 days.

(k) **Out-of-Scope Services** means all services outside the Scope of Services.

(l) **Schedule** means the schedule attached to the front of these terms and conditions.

(m) **Scope of Services** means the scope of services specified in the Schedule.

(n) **Services** means the services as set out in the Schedule, and as amended from time to time in accordance with this agreement.

(o) **Surcharge** means additional fees applied to specified services as set out in the Schedule.

(p) **Written Notice** means providing information by:

(i) delivering it to the other party in person;

(ii) sending it by pre-paid post to the other party's address as listed in the Schedule (or as last notified by that party). A notice that is posted will be deemed received three days after the date of posting;

(iii) transmitting it to the other party's email address as listed in the Schedule (or as last notified by that party). A notice that is emailed will be deemed received at the time it was sent, unless the sender receives a failed delivery notification;

(iv) including it on or in an invoice, including an invoice made available to the other party in electronic format via a website.

1.2 Interpretation

3 The following rules of interpretation apply unless the context requires otherwise:

(a) where applicable, all terms used in this document have the same meaning as defined in the Schedule to this agreement;

(b) headings and tables of contents are inserted for ease of reference only and have no legal effect;

(c) specifying anything in this agreement after the words including, includes or for example or similar expressions does not limit what else might be included unless there is express wording to the contrary;

(d) nothing in this agreement excludes, restricts or modifies or has the effect of excluding, restricting or modifying any condition, warranty, guarantee, right or remedy implied by law (including the *Competition and Consumer Act 2010* (Cth)) and which by law cannot be excluded, restricted or modified.

2. Term

This agreement begins upon the earlier of:

(a) the Start Date; or

(b) the date the last party executes this agreement and provides a signed copy to the other party; or

(c) the date you, having received a copy of these terms, instruct us to commence the Services,

and continues unless terminated under the provisions of this agreement.

2. Our Obligations

1 *This section says we have the experience and ability to do everything we've agreed with you, and will do it in a professional manner within any deadlines set. We may hire subcontractors to help us deliver your services, and we'll make sure they perform at the same high standard as we do, and have the same obligations as us.*

2.1 Performance

We agree to provide the Services in accordance with this agreement and the Schedule:

(a) to the standards specified in the Scope of Services;

(b) in a timely manner; and

(c) in accordance with industry best practice.

2.2 Performance ethic

In performing the Services, we will:

(a) comply with all relevant occupational health and safety policies;

(b) comply with all relevant laws including State and Federal laws and local government laws and regulations; and

(c) observe your reasonable directions in relation to security or use of any facilities or equipment.

2.3 Right to subcontract

We may appoint employees, contractors or agents to provide all or part of the Services, and such entities are bound by the same obligations as us under this agreement. It is our responsibility to ensure such entities comply with this agreement.

3. Provision of Out-of-Scope Services

1 The price and scope of this agreement is based on the length of time we estimate we'll need to accomplish everything you've told us you want to achieve, but we're happy to be flexible. If you want to change your mind, or add anything new, we can provide a separate estimate, but we may also refuse the work.

2 If we accept the work, we will charge you at an hourly rate. If you need things done urgently, we may charge you an additional fee if the work impacts on our other clients. We will do any additional work in the same professional manner as the original work agreed on.

(a) We may at our discretion, upon request by you, provide Out-of-Scope Services.

(b) The same standards, warranties, inspection rights and indemnities apply to Out-of-Scope Services as apply to the Services.

(c) We will charge the Out-of-Scope Fee for any Out-of-Scope Services we provide.

(d) Surcharges specified in the Schedule will apply to any Out-of-Scope Services delivered on an urgent basis, meaning any work that requires us to reschedule work for other clients. We will notify you in advance if your instructions would result in Surcharges, and confirm you wish to proceed before incurring the higher rates.

(e) We may vary the Out-of-Scope Rates at any time, by 30 days' Written Notice. Any change will apply only to Out-of-Scope Services requested and performed after the effective date of the change.

4. Your Rights and Obligations

1 This section says that you have the authority to enter into this contract on behalf of yourself, your company or your organisation. You'll give us everything we need to complete the services as and when we need it, and in the format we need it. You guarantee that all elements of text, images or other artwork that you provide are either owned by you, or that you have permission to use them. You'll review our work, provide feedback and approval in a timely manner, and you understand that we don't make any promises that the services will achieve any particular result for you.

2 This section also says that you will pay a monthly fee in advance for as long as we're providing monthly services to you. We may need to review the services and fees applicable to them, but we will give you two months' notice if we do. You can request to vary your services, and we'll renegotiate your fees if necessary.

3 You agree to pay our invoices within 7 days of receiving them, or we will charge additional late fees. If you think the invoice is incorrect, you must tell us before the invoice is due.

4.1 Client acknowledgements

You acknowledge that:

(a) you remain fully responsible for ensuring your own branding, marketing and content complies with all applicable laws; and

(b) you understand that we will take all reasonable measures to ensure your website is designed as securely as possible. However, you acknowledge that it is impossible for us to guarantee protection against hackers or unauthorised parties. In the event that your website security is compromised, you agree not to hold us liable for any damages or for the repair of the damaged site. This includes, but is not limited to: file corruption or deletion, modification of website, or access to sensitive data by unauthorised party;

(c) unless otherwise agreed in writing, we make no representations and do not warrant that you will achieve any particular result from the Services in terms of increased activity, search engine ranking or revenue; and

(d) you are responsible for the accuracy, completeness and propriety of information concerning your products and services which you furnish to us verbally or in writing in connection with the performance of this Agreement.

4.2 Instructions, equipment and materials

(a) You must nominate one contact person to centralise contact and revisions.

(b) You must supply clear instructions regarding the scope and specifications of the Services, and respond to any questions about the scope and specifications of the Services promptly and clearly.

(c) You must provide all Client Materials, equipment, data or information necessary for us to provide the Services as specified in the Scope of Services or as agreed between the parties from time to time.

(d) You grant to us (and our employees, contractors, and agents, as applicable) a licence to use, copy, modify or adapt any Intellectual Property in the Client Materials as reasonably necessary for us to provide the Services.

(e) After we complete the Services, we will notify you and you will have the opportunity to review the work. You must, within 7 Business Days, notify us of any failure to comply with the specification of the Services, or of any other objections, corrections or changes required. If you do not notify us within 7 Business Days, the Services are considered approved and accepted. Once approved, this agreement will be complete, and the remaining fees under clauses 5.5 and 10.5 will become payable. This agreement will remain in effect until all obligations have been completed in terms of this clause.

4.3 Dormancy

We understand that sometimes life happens, and you may need to pause work on your project. That is entirely acceptable if we are notified and made aware of your situation in advance. If your project goes more than 30 days without any forward progress or significant activity from your end, and no prior arrangements have been made with us and agreed to, your project will be put on hold, and all associated files will be archived. Once your project has been archived, a $500 re-activation fee is required to restart your project, and your project will be scheduled into our current workflow where space is available.

If your project remains inactive for an additional 15 days past the 30-day dormancy period (45 days total) with no significant forward progress made, milestones reached, or prior arrangement in place, our engagement will expire, no refunds will be available, and you will forfeit all deliverables associated with this client agreement. Basically, if you disappear for 45 days or delay the project with no forward movement and no communication for 45 days, this contract will be cancelled, and no refunds will be given.

4.4 Warranties

(a) You warrant and undertake that:

(i) you and your representative(s) have all necessary licences and legal right(s) to provide the instructions and Client Materials, and to permit and authorise us to provide the Services;

(ii) providing the Services in accordance with your directions will not contravene applicable laws, including the *Copyright Act 1968* (Cth), *Trade Marks Act 1995* (Cth) and *Competition and Consumer Act 2010* (Cth);

(iii) you are authorised to grant the licence in clause 5.2(d), and that following your directions will not cause us to infringe upon any third party Intellectual Property rights;

(b) You must provide adequate assurances of these warranties, including providing copies of any licences or insurance policies under clause 5 upon request.

4.5 Variations

You may request to vary the Scope of the Services at any time. We will adjust the Fee and the Services to account for the requested changes. These changes will take affect from the next billing month, or as mutually agreed. This agreement will then continue to apply to the Services as amended.

4.6 Payments

(a) You must pay the fees as follows:
  (i) **upfront fee** upon execution of this agreement. We will not commence work until you have paid the upfront fee and the payment has cleared; and
  (ii) **final fee** as set out in the schedule. We will issue an invoice for the final fee on completion of the services, or as otherwise set out in the schedule.

(b) We will issue a separate invoice:
  (i) if you have requested services that attract a surcharge; or
  (ii) if you have requested any out-of-scope work; or
  (iii) if we have incurred expenses on your behalf in the course of performing the services. Expenses are on-charged at cost plus the expenses surcharge specified with the fees in the schedule.

(c) All prices listed in the schedule are inclusive of GST

4.7 Invoices

(a) Unless otherwise stated, each tax invoice:
  (i) is payable 7 days from the date of the tax invoice;
  (ii) may be sent by post or email.

(b) If a cheque or credit card payment is not honoured by the bank, you must reimburse us for any dishonour fee or other bank fees incurred as a result.

4.8 Fee disputes

(a) If you reasonably believe that an invoice contains an error, and you wish to dispute an invoice, you must:
  (i) notify us before the due date of the invoice;
  (ii) pay all undisputed fees on the invoice; and
  (iii) provide detailed information about any disputed fees.

(b) We will not suspend or terminate any Services for non-payment of the disputed fees while the dispute is being investigated, provided you have complied with clause 5.7(a).

(c) Our records are prima facie evidence of fees owing and paid.

4.9 Default in payment

If you fail to pay any invoice by the due date, then without prejudice to our other rights or remedies, until payment is made in full (including for any accrued interest), we reserve the following rights:

(a) to charge for interest on all overdue amounts less than 30 days at a rate of 5% of the total fees, accruing daily from the due date of the relevant invoice;

(b) to charge for interested on all overdue amounts equal to or greater than 30 days at a rate of 10% of the total fees, accruing daily from the due date of the relevant invoice;

(c) to immediately suspend work of any or all Services and provide you with a Notice of Default;

(d) to retain a lien over all equipment, materials, data and work in progress, including those owned by you in our possession and control; and

(e) you are liable by way of liquidated damages for all amounts payable under this clause plus all costs of debt collection and enforcement, including legal fees on a solicitor and own client basis.

5. Intellectual Property

1 This section says that you (or a third party) retain ownership in all elements of text and images or other artwork that you provide to us. We have copyright in the work we do during the term of the agreement, but that we will assign the copyright in the work to you after you have paid for the services in full. Until you have paid in full, you are not licensed to use the material created. We also reserve the right to display and link to your project as part of our portfolio, and, if we're providing you with web design services, to require you to maintain a link in the footer of your website crediting us as the creator.

5.1 Client Materials

(a) You (or where applicable, any third party owner) retain ownership of all relevant Intellectual Property rights in the Client Materials and such rights are not assigned or transferred to us.

(b) You retain ownership of your domain names and all existing content on any related sites. These domains are not assigned or transferred to us.

(c) You grant us (and our employees, contractors and agents, as applicable) an irrevocable, royalty-free, perpetual licence to use, copy, modify and adapt any Intellectual Property in the Client Materials as reasonably necessary to provide the Services.

5.2 Third party materials

We may incorporate third party materials such as templates, stock photos, and fonts as necessary to provide the Services. Use of third party materials may be subject to creative commons or open source licensing terms, or such third party licensing terms as notified by us to you.

5.3 Ownership of Intellectual Property

(a) All Intellectual Property rights in any material developed specifically for you by us under this agreement are owned by us, and are assigned to you upon payment of all fees in full.

(b) Unless otherwise agreed, each party retains ownership of all material owned or created by that party independently of this agreement, and no Intellectual Property is assigned or transferred by way of this agreement.

5.4 Publicity rights

(a) We reserve the right to display or link to the completed project as part of our portfolio.

6. Confidentiality

1 This section says that we will maintain the confidentiality of everything you give us (unless we are required by law to disclose it), and that if you receive any confidential information from us, you will maintain the same level of confidentiality.

(a) Each party acknowledges that in the course of performing its obligations under this agreement, it may receive Confidential Information which is proprietary and confidential to the other party.

(b) Each party agrees not to use or disclose Confidential Information of the other party except to its officers, employees, or contractors bound by the same confidentiality obligation, and only to the extent necessary for the party to carry out its obligations under this agreement.

(c) Despite clause 7(a) and 7(b) above, either party may use or disclose Confidential Information only to the extent necessary to:

(i) comply with any law, binding directive of a regulator or a court order;

(ii) comply with the listing rules of any stock exchange on which its securities are listed; or

(iii) obtain professional advice in relation to matters arising under or in connection with this document where the advisors agree to be bound by the same obligation of confidentiality.

(d) At the request of a party, the other party must return all Confidential Information received and must not retain any copies of, or other reproductions or extracts of, the Confidential Information, except as it may retain in accordance with prudent business practices. Any retained material will remain subject to the provisions of this agreement without any time limit.

7. Indemnity and Limitation of Liability

1 This section says that we will only be liable to rectify defects in the services at no cost to you, or to refund any fees you have already paid.

7.1 Responsibility for own actions

Each party agrees to release and hold harmless, indemnify and defend the other party and its Indemnified Officers against any Claim or Liability from or in relation to its own negligence or malpractice, or reckless or intentional misconduct, and its own failure to perform its obligations and responsibilities under this agreement.

7.2 Release and indemnity

You agree to release and indemnify us and our Indemnified Officers against any Claim or Liability arising from or in relation to:

(a) any loss or damage to persons or property (including data) caused by the Client Materials;

(b) any downtime, interruption, lost revenue or Consequential Loss of any kind, whether directly or indirectly arising in connection with the Services;

(c) any hardware or software failure, loss of data or any other loss or damage of any kind whether directly or indirectly arising in connection with the Services;

(d) indirect, special, economic or Consequential Loss or damage or loss of data or loss of revenue, profits, goodwill, bargain or opportunities you suffer in any way, even if we knew or should have known about the possibility of such loss;

(e) any breach of your warranties under this agreement.

7.3 Limitation of Liability

To the fullest extent allowable at law:

(a) indirect, special, pure economic or Consequential Loss (whether arising under contract or tort) are expressly excluded under this agreement.

(b) all Services are provided under this agreement on an 'as is' basis and all warranties that may be implied by law or statute (other than those set out in this agreement) are excluded.

(c) our liability, and liability of our Indemnified Officers under this agreement is limited to (at our election):

(i) supplying the Services again; or

(ii) payment of the cost of having the Services supplied again; or

(iii) a refund of the amount you paid us for those Services;

(d) Despite any other provision to the contrary, our total liability and the total liability of our Indemnified Officers in connection with this agreement whether under contract or tort, will under no circumstances exceed an

amount equal to the total fees paid by you to us within the previous 3 billing cycles.

8. Dispute Resolution

1 This section says that if you have a dispute with us, you need to give us notice that you want to see a mediator (and likewise we need to give you a notice if we have a dispute with you). Neither of us can start a court proceeding unless the dispute has not been resolved for 28 days after the notice was provided.

8.1 Mediation

(a) If a dispute arises between the parties in relation to this agreement, either party may give the other party a written notice that they intend to arrange mediation.

(b) The parties must refer the dispute to an independent mediator within 21 days of the written notice.

(c) If the parties cannot agree on a suitable mediator, either party may contact the Law Society in their state and request that they provide a mediator.

(d) The costs of the mediation must be paid by the parties in equal shares.

8.2 Legal proceedings

2 No party may commence court proceedings unless the dispute remains unresolved after 28 days from the date of the written notice provided under clause 9.1(a).

9. Suspension and Termination

1 This section says that if you are not meeting your obligations under this agreement, you will be in default, and we may suspend our services, and send you a notice asking you to fix any issues. If we do, you still have to pay any invoices due. The suspension will end once you've fixed any issues.

2 If you don't fix any issues after we have notified you of them, we can terminate this contract. Likewise, if we don't meet all of our obligations, we will be in default, and you can send us a notice asking us to meet our obligations. If we don't, you can terminate this contract.

3 There are also certain circumstances where either you or we can terminate the contract without notice, such as when one of us is guilty of dishonesty or serious misconduct.

4 If the contract is terminated, you must still pay any outstanding invoices within 7 days of receiving them.

9.1 Your default and suspension

(a) We may suspend the Services at any time and give you a Notice of Default if:

(i) you fail to make any payment when due, or any payment is dishonoured or subject to chargeback, subject to clause 5.6;

(ii) you fail to provide clear and timely instructions;

(iii) you fail to provide necessary Client Materials;

(iv) we have reason to suspect illegal or unethical activity in relation to your data; or

(v) in our reasonable opinion your data, network, software, or equipment may be causing damage to any person or property.

(b) Suspension of Services under this clause:

(i) does not affect your liability to make payment; and

(ii) will immediately end when the issue giving rise to the suspension is remedied.

9.2 Our default

You may give us a Notice of Default if we:

(a) fail to provide the Services in a reasonably timely and competent manner; or

(b) fail to meet the standards specified in the Scope of Services.

9.3 Termination for default

(a) Either party may end this agreement immediately by Written Notice if the other party:

(i) fails to remedy a Notice of Default; or

(ii) experiences an Insolvency Event.

(b) Either party may end this agreement at any time and without prior notice if the other party is guilty of dishonesty, serious misconduct or serious neglect of duty.

9.4 Termination for convenience

(a) You may end this agreement at any time by giving us two weeks' Written Notice.

(b) We may terminate this agreement at any time by giving you two weeks' Written Notice, and will refund any Monthly Fees paid in advance on a pro-rata basis, net of any amounts payable under clause 10.5(a).

9.5 Consequences of termination

(a) If this agreement ends for any reason, then in addition to any other rights we may have:

(i) we may issue an invoice for other work not previously invoiced;

(ii) you must pay all of our outstanding invoices whether or not due;

(iii) no assignment is effected under clauses 6.3 until all outstanding invoices are paid (including any invoice issued under sub-clause 10.5(a)(i)).

(iv) we retain a lien over all materials and works in progress until all outstanding invoices have been paid in full, including any invoice issued under clause 10.5(a)(i).

(b) A party not in default may pursue any other rights or remedies available at law against a defaulting party, subject to clause 8.

10. General

10.1 Costs

2 You are responsible for all duties, charges and legal fees (on a solicitor-own client basis) incurred in enforcing this agreement.

10.1 Currency and taxation

3 Unless otherwise stated, all monetary amounts are expressed in **Australian dollars inclusive of GST**.

10.1 Enduring clauses

4 The parties' rights and obligations under clauses 5.1, 5.3, 5.5, 5.6, 5.7, 5.8, 6, 7, 8, 9, 10.5, and 11.6 will survive the termination of this agreement for whatever reason.

10.1 Entire agreement

5 This agreement contains the entire agreement between the parties and supersedes all previous negotiations or agreements in relation to the subject matter of this agreement.

10.1 Force majeure

Neither party is liable for any delay or failure to perform its obligations under this agreement to the extent that such failure is caused by a Force Majeure Event. Nothing in this clause excuses payment of money due.

10.2 Jurisdiction

6 The laws of Queensland, Australia apply to this agreement and the parties submit exclusively to the courts of that jurisdiction.

10.1 Relationship between the parties

7 Nothing in this agreement constitutes an agency, partnership or contract of employment, or as a guarantee of future employment or engagement. It is the express intention of the parties to deny any such relationships.

10.1 Representatives, successors, and assigns

We may assign or novate this agreement by reasonable written notice to you at any time. You may only assign or novate this agreement with our prior consent, which is not to be unreasonably withheld. Upon assignment or novation, the parties' obligations and benefits under this agreement are binding on and shall benefit their respective representatives, successors and assigns.

10.2 Severability

8 If any provision of this agreement is ruled by a court to be invalid or unenforceable, it shall not affect the validity or enforceability of any other provision or part provision of this agreement.

10.1 Variation

9 Any variation or amendment to this agreement must be in writing signed by all parties.

10.1 Waiver

10 Any delay or failure to enforce any rights in relation to a breach by the other party will not be construed as a waiver of those rights.

Annexure A Scope of Services

1. Included in Scope of Website Design Services

1.1 Develop website

a) Arrange installation of SSL Certificate on your hosting (if required)
b) Interactive map (if required)
c) Social media links
d) Custom 404 error page
e) Additional security installed

1.2 Technical standards

Deliver web page types developed from HTML5 markup, CSS2.1 + 3 stylesheets for styling and unobtrusive JavaScript for feature detection, poly-fills and behaviours.

1.3 Standard SEO

On-page search engine optimisation (e.g. title tags, descriptions, robots.txt file).

1.4 Post Launch

a) Unlimited text and image changes for 30 days after the launch of the site.
b) Updates are only to replace current text with new text and replace images with new images (images must be the same size as initially provided).
c) Changes will be made within 5 Business Days of the request.
d) Website maintenance does not include enhancements or other services outside the scope of the agreement.
e) Up to 1 hour of training on how to use and maintain your new website. Additional training or video walkthroughs will attract an additional charge at our hourly rate.

1.5 Website Security Maintenance

We will provide WordPress Website Maintenance for 60 days after the launch of the site. This includes:

a) Updates to WordPress, theme, and plugins (as needed)
b) Malware scans
c) Removal of spam comments and excess post revisions
d) Security monitoring & blocking of potential hackers
e) Up-site monitoring to ensure your site is live

1.6 Enhancements

a) You may request that we develop enhancements to the original work delivered. We will exercise commercially reasonable efforts to prioritise our resources to create any enhancements for you.
b) You understand that we may have pre-existing obligations that may delay any requested enhancements.
c) Enhancements will be provided on a time and materials basis at our standard rate.

1.7 Web copy

Writing text copy for each of the 4 pages agreed in the scope for the site.

1.8 Website pages

Create 5 web pages to match design agreed in the scope for the site.

1.9 Analytics

Google Analytics set up and installed to see where visitors are coming from

2. Specific Exclusions from Scope of Website Design Services

2.1 Exclusions

We will not provide or support sites that include:

a) illegal or pornographic content or images;
b) discriminatory content;
c) plagiarised or copyright-infringing content; or

d) browser not compatible with chosen design template.

2.2 Design

We create look-and-feel designs and flexible layouts that adapt to the capabilities of many devices and screen sizes. We create designs iteratively so we won't waste time mocking up every template as a static wireframe or visual.

2.3 Browser Testing

Browser testing no longer means attempting to make a website look the same in browsers of different capabilities or on devices with different size screens. It does mean ensuring that a person's experience of a design should be appropriate to the capabilities of a browser or device. We test our work in the latest versions of major browsers including those made by Apple (Safari), Google (Chrome), Microsoft (Internet Explorer /Edge) and Mozilla Firefox. We won't test in other older browsers unless you specify otherwise.

2.4 Search Engine Optimisation

We cannot guarantee any improvement to a search engine ranking, nor can we promise to get a site higher up or to the 'top of Google', but we build every site in a way that is accessible to search engines in an effort to increase its chances.

2.5 Blog Post Set Up

We will set up a blog page for your website and import your existing blog feed into your new website. If your blog content is not contained within the feed and requires manual uploading, or if you need more than 5 new header images sourced for your blog, then an additional charge will apply.

2.6 Custom components & paid plugins

An additional charge will be required for custom components or paid plugins required for the website (e.g. Premium Wordfence).

2.7 Redirections

We will set up page redirections for known URL changes on website launch. An additional charge at our hourly rates will be required for additional URL redirections required after launch arising from reviews of 404 reports that highlight deleted historical pages that were not apparent during the build phase.

2.8 Photos of clients/business

a) An additional charge will be required at photographer's rates plus expenses surcharge.

b) If you are supplying photographs, they must be supplied in a high-resolution digital format.

2.9 Graphic design

a) An additional charge will be required at graphic designer's rates plus expenses surcharge.

b) If you are supplying graphic elements, they must be supplied in an editable, vector digital format.

2.10 Customise social media pages with logo (Facebook, Twitter, etc.)

An additional charge will be required at our hourly rate.

2.11 Maintenance and Technical support

a) Support for domain name registration, website hosting, email or other services relating to hosting is not included. An additional charge at our hourly rate will be required to assist set up, transfer or debug any services relating to hosting.

b) Support for technical problems with the underlying third party website templates or plugins is not included. An additional charge at our hourly rate will be required to assist debug any problems relating to themes or plugins.

c) An additional charge will be required for maintenance and updates (excluding the initial 60 day maintenance period).

d) If you or someone you authorise attempt to edit or update the website and damages the design or impairs the ability for the web pages to display or function properly, an additional charge at our hourly rate will be required to fix, debug or rebuild pages or functionality.

2.12 Hack remediation and restoration

While our best efforts will be pursued to keep your website hack free, no website or hosting is inviolate. If hackers breach our security, then an additional charge will be required for restoring the website from backups and/or code remediation.

3. Included in Scope of Web Copy Services

a) Detailed initial strategy session & interview (phone or face-to-face) for us to get to know you and understand your business. We listen to the language and phrases you use, to make sure that the copy reflects both you and your brand.

b) Detailed research on your clients and their needs, your industry, your market and its hotspots.

c) 'Run the numbers' on keywords, keywords searches and your competition if required.

d) Draft copy sent in .docx (Microsoft Word) format, with track changes turned on. You can make your edits and comments directly onto the document so we can see the changes you have made, or you can call us and talk us through the changes you want.

e) Two rounds of revisions are included in the fixed fee, provided they come back within 7 days of your receipt of the draft and are not based on any changes in the assignment after you have received the draft.

f) Creation of metatags including page titles, page descriptions, page keywords & alt tags.

g) Web copy optimised for the keywords identified.

h) On-page suggested links to ensure maximum SEO results.

i) Final proof of copy before final copy sent.

j) Assignment of the copyright to your work once final payment has been received.