

Website Development Services Agreement

This website development services, agency agreement is intended as a legally binding agreement between **DowntheRoad (Vic) Pty Ltd** and the client, collectively known as the “Parties”.

Client has agreed to allow the above agency to create, develop, test, and host a website according to the above-mentioned scope of work.

The agency is undertaking such work; and Client and Agency agree to the following terms and conditions as listed.

Scope of Work

The specific deliverables and project requirements shall be governed by the Scope of Work **contract** which shall be reviewed and approved with signature & date by the Parties as a document separate from this website development services agreement.

Agency Requirements

Client hereby retains the services of Agency to design, develop and host a website and Necessary additional items as listed in accordance with the proposal submitted by Agency to Client on agreement date – (signing of this document).

Changes to this Agreement or to any deliverables in this contract must be submitted in writing and approved by both parties prior to taking place. The timeframe from the signature of the contract and completion of the website should be done within 30 days of business, unless agreed to by both parties, at a later date, on the contract with a reason for **client delay**.

You, the client, shall provide Agency with:

1. Complete copy / specific instructions (*unless complete design freedom has been given to Agency) / and Images (unless Agency Shutterstock licensed images are required) to be used for the build of Version One (of Two) of Agency
2. Agency will complete Version One within signed-off timeframe and present the Website to Client AS “Version 1 of 2” within 15 days
3. Within **FOUR Business Days** of the delivery of Version 1 to Client (sent as a link URL), Client must send to Agency the final copy, images & instructions for the complimentary rework (up to 8 hours of complimentary rework) to be completed – which is Version 2, being the final version.

Failing to abide within this timeframe may incur additional charges at the discretion of Agency, as web developers & employees expect to be remunerated within their agreed timeframe and charge on a per hour basis.

***in cases where the design freedom has been given to Agency, no additional re-build will be done as this would amount to the cost & labour of building a completely new and additional website. Up to 8hrs of rework is included.**

Clients are expected to familiarise themselves with the standard of our work and design before agreeing to hire our services. Examples of our work are on our website: www.marketing.downtheroad.com.au – on the “Websites” Page.

Web Hosting

Developer shall provide website hosting services for 12 months for the Client's website.

Wordpress updates, repairs and maintenance are performed during those 12 months. (Wordpress does around 10 recommended updates annually and our hosting agency may also make changes that require us to implement them).

Developer agrees to provide reasonable access to any parties authorised by the Client for purposes of website audits, updates, or modifications.

The annual renewal fee for Wordpress Maintenance / Hosting & Domain Management (ensuring they do not expire during the time that you utilise our services) is at *\$1,300+gst annually and due after the first 12 months. Should we continue to work together, this annual fee will continue.

*unless price changes in later years. Price changes will be communicated before renewal.

Design

Client is familiar with the standard of developer's work prior to beginning development – portfolio of our work: <https://marketing.downtheroad.com.au/web-designers-mornington-peninsula-melbourne/>

Client's website will not include any of the following unless previously agreed upon between both parties.

1. Any destructive, crude, insulting, harassing, violent, sexual, or any other inappropriate content
2. Any invisible fields or pages that affect the security of others on the internet

All materials to be supplied by client must be provided with compatible file types and sizes: Word Document for Copy; JPEGs for Images at a minimum of 2000pixels wide for large homepage images and page headers; and 1000pixels x 1000pixels for Product Images for eCommerce sites

Until final approval, no portions of above site will be made available to end users without the correct password and username combination. Final approval & balance payment **MUST OCCUR**, within 30 days of starting the website – ***unless prior arrangement to this section.***

If this Agreement is terminated prematurely or after the agreed term, Developer will destroy any and all copies, files, and documents related to this website development services agreement.

Transfer

Should you request a transfer of your website to an external host, there is a transfer fee of \$330 for us to provide you with the required files to transfer to a folder at the nominated address. After that point, no other labour / work-time should be asked for nor required from our developer nor DowntheRoad Pty Ltd.

Pricing

A **non-refundable** deposit of 50% of the agreed cost of the website is required prior to commencement of work by the developer. The completion of the website invoice

will be delivered at 24 days, in advance of the 30-day completion deadline date. Client agrees to pay the invoice by that date.

Client must **not** delay the supply of copy & other materials for the completion of the website. Client must ensure that **FINAL copy and images are Planned and Provided** within 4 days of Version 1 being provided. This needs to happen for us to allocate the date and time for our designer to complete the complimentary (up to 8hrs) **rework by the 30-day deadline.**

Hacking & Malware

Whilst all processes and protections are in place to minimise the risk of hacking and malware, there is never a 100% guarantee. Should your website virus be easy to fix (in under 1 hour), we will not charge you. Should the issue be major and require more than an hour's labour, we will notify you in advance before we proceed with cleaning up the site and re-publishing it.

This section of the template clearly defines the processes by which this website development agreement may be cancelled.

Deciding that We Cannot Work Together

Client may terminate this website development services agreement at any time by providing written notice via email to the contact person that client had organised the website development agreement with.

Developer may cancel this agreement in the same manner if necessary.

In the event that this website development services agreement is cancelled by either party, the **Developer shall issue a final invoice for any unbilled time or materials.** The Client agrees to pay the final invoice according to the terms of this website development services agreement, should the termination occur after rework has been completed on Version 1 and Version 2 has been presented.

Conflict Resolution

This website development services agreement shall be governed by the prevailing laws of Victoria, Australia. Should any conflicts arise related to this agreement, the Parties agree to seek a suitable resolution through a neutral qualified arbitrator, whose ruling shall be considered final and binding on both parties.