

# Mutual Agreement

## DEFINITIONS

“Customer” means the person or entity who ordered services provided by Business Basics Websites, a branch of Impulse Impressions.

This mutual agreement is between us, Business Basics Websites and you, the Customer.

## SUMMARY

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

## IN SHORT

You (the Customer) are hiring us (Business Basics Websites) located at Fisher Street Kingaroy Qld 4610 to design and develop a website for the estimated total price as outlined in our proposal. Of course it's a little more complicated, but we'll get to that.

## WHAT DO BOTH PARTIES AGREE TO DO?

As our customer, you have the power and ability to enter into this contract on behalf of your company or organisation. You agree to provide us with everything that we'll need to complete the project – including text, images and other information – as and when we need it and in the format we ask for. You agree to review our work, provide feedback and approval in a timely manner too. Deadlines work two ways and you'll 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.

We have the experience and ability to perform the services you need from us and we will carry them out in a professional and timely manner. Along the way we will endeavour to meet all the deadlines set but we can't be responsible for a missed launch date or a deadline if you have been late in supplying materials or have not approved or signed off our work on-time at any stage. On top of this we'll also maintain the confidentiality of any information that you give us.

## GETTING DOWN TO THE NITTY GRITTY

### **Design**

If we are designing your application we'll create designs for the look-and-feel, layout and functionality of your website. This contract includes one main design plus the opportunity for you to make up to two rounds of revisions. If you're not happy with the designs at this stage, you will pay us in full for all of the work that we have produced until that point and you may either cancel this contract or continue to commission us to make further design revisions at our standard design rates.

### **HTML and CSS Layout Templates**

If the project includes HTML markup and CSS templates, we'll develop these using valid HTML and CSS code.. The landscape of web browsers and devices changes regularly and our approach is to look forward, not back. With that in mind we will test all our markup and CSS in current versions of all major desktop browsers to ensure that we make the most from them. Users of older or less capable browsers or devices will experience a design that is appropriate to the capabilities of their software.

We do not cater for people using Microsoft Internet Explorer 6 and cannot predict the behaviour of that browser.

We will also test that these templates perform well on Apple's iPad. We will not test old or abandoned browsers, for example Microsoft Internet Explorer 6 or 5.5 for Windows or Mac, previous versions of Apple's Safari, Mozilla Firefox or Opera unless otherwise specified. If you need us to consider these older browsers, we will charge you at our standard old browser rate for any necessary additional design work, development and testing.

### **Text Content**

We may have written a hundred blog posts but we're not responsible for writing or inputting any text copy unless we specified it in the original estimate. We'll be happy to help though, and in addition to the estimate we will charge you at our standard copy writing or content input rate.

You are expected to provide all of your written and photographic content within 30 days of project commencement. Should you fail to provide the requested information within this timeframe, Impulse Impressions will consider the project as abandoned.

## **Photographs**

You will supply us photographs in digital format. If you choose to buy stock photographs we can suggest vendors of stock photography. Any time we spend searching for appropriate photographs will be charged at our standard discovery rate.

## **Project Abandonment**

Should you fail to provide the required information to complete your website build within thirty (30) days of project commencement, Impulse Impressions will consider the project abandoned.

Abandoned projects will be invoiced for their final 50% payment. Once final payment has been made, Impulse Impressions will migrate your Business Basics website at its current development status to your live hosting environment and provide you with administrator access. It will be your responsibility to add the missing information once your website is on your hosting environment.

## **Failure to Pay**

Should you fail to make the final 50% payment, your website will be kept on Impulse Impressions development servers for a period of sixty (60) days from the due date of your final invoice.

If payment is not made within that time, your website will be deleted from Impulse Impressions servers.

Impulse Impressions has no obligation to maintain any copies of your abandoned website project without the project being paid in full and a written agreement signed by both parties is in place stating the period that your website files will be stored for.

## **Changes and Revisions**

We 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. We don't want to limit either your options or your opportunities to change your mind.

The estimate/quotation prices at the beginning of this document are based on the amount of work we estimate we'll need to accomplish everything that you have told us 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. However, you will be charged accordingly and these additional costs will need to be agreed to before the extra work commences. This additional work will affect deadlines and they will be moved

accordingly.

We'll be up front about all of this if and when it happens to make sure we're all on the same page before proceeding. We may also ask you to put requests in writing so we can keep track of changes. If the nature or functions of the project change significantly throughout the process, we reserve the right to deem the current project cancelled. At this point you will pay us in full for all the work we have done and may commission us to complete the new project based on the new requirements. This will require a new quote and contract.

### **Technical Support**

You may already have professional website hosting, you might even manage that hosting in-house; if that's the case, great. If you don't manage your own website hosting, or your current hosting environment does not support the solution we are providing, we can set up an account for you using Impulse Impressions Australian Hosting servers.

### **Legal stuff**

We can't guarantee that the functions contained in any web page templates or in a completed website 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 website 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.

Phew!

### **Copyrights**

You guarantee to us that any elements of text, graphics, photos, designs, trademarks, or other artwork that you provide us for inclusion in the website are either owned by your good selves, 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'll 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 we used to make them.

You also own text content, photographs and other data you provided, unless someone

else owns them. We own the markup, 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 reserve the right to display and link to your completed project as part of our portfolio and to write about the project on websites, in magazine articles and in books about web design.

## Payments

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

- 50% deposit up front
- 50% balance once the application has been tested and everyone agrees it is ready to go live or 30 days after project commencement date (whichever is sooner)

**NB:** If you are unable to supply all of the right content at this stage, it does not mean we have not done our job. Once the site has been tested and is ready to go live, either with your content or placeholder images and dummy text, we will issue the final invoice. Once the final invoice is paid we will hand over the keys and show you how to put your own content in once it's ready. If the final invoice is not paid within the credit terms we have given you, we are under no obligation to keep the site on our testing server or continue with the project in anyway.

## 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 the courts of Queensland.

Authorising this project requires checking the box upon checkout to agree to these terms and conditions and payment of the 50% deposit.

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This is a variation of the original Contract Killer template by Andy Clarke which can be found here: <http://stuffandnonsense.co.uk/projects/contract-killer/>