

WEBSALAD WEB DEVELOPMENT AGREEMENT

J RW International Pty Ltd Terms and Conditions
Version 2: April 2009

J RW International Pty Ltd trading as Websalad is an independently owned and operated Internet Marketing business. Websalad include Web Development as a service to clients and the terms and conditions surrounding web development are detailed within this agreement

The Developer

Developer	J RW International Pty Ltd trading as Websalad
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WEBSALAD WEB DEVELOPMENT TERMS AND CONDITIONS

These terms and conditions for Web Development take effect from 1 April 2009, and will apply to all existing and new clients acquiring web services from Websalad.

There is specific web development Terms and Conditions as set out below and are as follows:

1. Content Management System (CMS)
2. Web Development
3. Web Hosting
4. Domain Name Services
5. Search Engine Optimisation Services

1. Content Management System (CMS)

1.1 As part of the provision of the Content Management System (CMS), you agree that Websalad will:

- (i) provide you with their standard level of initial training, being a one hour face to face meeting or webinar. You agree that any additional training you request of Websalad will be supplied to you as agreed with Websalad but subject to additional costs
- (ii) Websalad will endeavour to quality check all copy prior to launch however content accuracy is the responsibility of the client.

2. Web Development

2.1 You will pay us as agreed by the parties in writing, either in advance for the complete Web project, or alternatively at the different stages of the project set out in the below clause.

2.2 You acknowledge that the Web Development services will be provided to you on the following terms:

(a) Phase 1 – Planning

The deliverable for the planning phase is a scope document which will include software requirements, sitemap and wireframes.

You will be invoiced an initial deposit upon signing the agreement with Websalad. Additional invoices will be raised at the completion of each subsequent milestone. If a payment is not made within 7 days of being invoiced the project may be placed on hold. You agree that upon signing the agreement that the deposit will be non-refundable.

The deliverable for the planning phase is a definition document outlining our agreed specifications for your website. We will require your sign off at each stage of the planning phase. You agree that any version of the scope document or other content supplied to you for sign off during the planning phase will be in final form. Any further work requested by you will be subject to review and further scoping; in this instance further charges may apply.

(b) Phase 2 - Design

The deliverable for the design phase is a design concept for look and feel. On approval of the design you will be invoiced for the completion of scope which means your project is ready for developers.

You agree that we will supply you with a homepage and one internal page and two revisions. Any further work requested by you will be supplied to you as agreed with Websalad but subject to the payment of further charges. You agree that on completion of development if you require any changes to the design concept these will need to be revisited by the designer and additional costs will be incurred.

(c) Phase 3 – Build

The deliverable for the build phase is a completed build of the website according to the scope document and design concept previously agreed by you. An invoice will be raised on successful completion of development.

You agree that you will provide feedback to enable completion and final sign off of the website build within 10 working days of Websalad submitting the website to you. **Failure to submit changes within this timeframe will be considered to be approved and any further changes will be subject to additional costs.**

(d) Phase 4 – Pre-Launch

On completion of the website build phase, content will be migrated into the CMS, all copy will need to be provided by you the client to Websalad no later than 3 weeks after the website went in to development.

Testing and quality assurance will be conducted by Websalad to ensure functionality and browser compatibility is to a high standard. Items maybe reviewed by the client and addressed with Websalad during this period.

All our websites will be developed to the highest standard in search engine optimisation as discussed and previously agreed. You may be required to offer input and participant in key finding prior to Websalad implementing the strategy.

(e) Phase 5 – Handover

Websalad will offer assistance for 1 month after the website is launched, this includes phone assistance on managing the CMS and the fixing of bugs in the site. Any change requests made outside of scope will be subject to review, additional fees and will need to be scheduled in for development.

Websalad reserve the right to withhold the handover or launch of the website pending final payment.

2.3 You may cancel the Web Development project at any time, subject to the following terms:

(i) 7 days prior written notice;

(ii) if during Phase 1 subject to payment of the full fees due for this phase of the Web Development project (deposit), and if during Phase 2, subject to payment of the full fees due for this phase of the Web Development project (scope costs) as well as an additional 10% cancellation fee in either case, and

(iii) if during Phase 3 & 4, subject to payment of the full fees due for this phase of the Web Development project (remaining costs).

2.4 If you have failed to provide us with required information or material for a period of three months or more from the date of your signed agreement, you will be deemed to have cancelled the Web Development service, or any Change Request service (as described below).

2.5 You may request us to place your Web Development project on hold for a period of up to three months at which time you will be required to pay the balance of the phase that your website is in.

Any Web Development project recommenced after three months as agreed by the parties will incur a recommencement fee to be notified to you at the time you request that the project be put on hold. Any Web Development project put on hold by you and not recommenced within 6 months will be deemed to be cancellation of the Web Development service by you. In this instance 50% of the remaining payments will be required.

Change Request

2. In the event that you require a change to the project that is considered to be outside of scope you agree that:

(i) You will pay us as agreed by the parties in writing, either in advance for the complete Change Request project, or alternatively at the different stages of the project set out below:

- a) Initial deposit when we receive your signed agreement form for the Change Request. You agree that this fee is non-refundable.
- b) Remaining costs on approval of the completed Change Request project. You acknowledge that this date may be prior to the actual launch date for the website.

2.7 Where the fee for completion of the Change Request is under \$1000 you agree that:

(i) You will pay us as agreed by the parties in writing, either in advance for the complete Change Request project, or alternatively as set out below:

- a) 100% on your sign off of the completed Change Request project. You acknowledge that this date may be prior to the actual launch date for the website.

2.8 You may cancel the Change Request project at any time, subject to the following terms:

- (i) 7 days prior written notice;
- (ii) if the fee for completion of the Change Request is over \$1000 you agree that you will pay the 30% non-refundable payment when we receive your Order form, as well as an additional 10% cancellation fee, and
- (iii) if the fee for completion of the Change Request is under \$1000 you agree that you will pay 100% of the fee for completion of the Change Request or such part of that fee as is reasonably determined by us in our sole discretion, taking in to account such factors as time already spent on the project prior to our receipt of your request for cancellation.