



**bravo web**

# TERMS & CONDITIONS 2011

Contract between *Bravo Web* and *You* [the customer]

## **Summary:**

We will always do our best to fulfil your needs and meet your goals, but sometimes it is best to have a few simple things written down so that we both know what is what, who should do what and what happens if stuff goes pear-shaped. In this contract you won't find complicated legal terms or large passages of unreadable text. We have no desire to trick you into something you might later regret (like running with scissors or joining a cult). We do want what's best for the safety of both parties, now and in the future.

## **In short**

You are hiring us (*Bravo Web*) located in *Melbourne* to design and develop a web site for the price listed on the *Bravo Web Package* website. 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 need to complete the project including text, images and other information as and when we need it, and in the format that we ask for. You agree to review our work, provide feedback and sign-off approval in a timely manner too. Deadlines work both ways and you will also be bound by any dates that we set together.

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 will also maintain the confidentiality of any information that you give us.

## **Design**

We will create designs for the look-and-feel, layout and functionality of your web site based on templates. This contract includes one main round of template searching, plus the opportunity to request another round of template searching if you don't like any of the first batch. If you're not happy with the design at this stage, you may request a refund of your original purchase price (no hard feelings).

## **Text content**

We're not responsible for writing your website's text - you'll have to do that. We will initially upload your text to your website, but after it launches, you will have to manage your own content. We'll be happy to help though, but this will be in more of an advice capacity.

## **Changes and revisions**

As this is a package with a fixed price, there are limits to how much can be revised once things are under way. If you find that this is stifling your creativity or you require more hand-holding on your project, the best thing to do is ask for the package to be converted to a custom-built website. This will allow you to carry over the money you have already spent.

### **Technical support**

We are not a website hosting company so we can't affect certain things which are under the control of the host (e.g. server down-time). A small amount of support time is included with the purchase cost of your package (2 hours which expires after 12 months). This can be used for getting help in future or trouble-shooting problems you experience. Once this time is utilised or expires, you will need to pay for additional time. A 2 hour block of support time can be purchased for \$88.00 inc GST.

### **Photographs**

You will supply us photographs in digital format. If you choose to buy stock photographs we can suggest vendors of stock photography.

### **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.

Once your website launches, copyright is automatically assigned as follows:

You own the graphics and other visual elements that we create for you for this project.

You also own text content, photographs and other data you provided, unless someone else owns them. We own the XHTML 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 also 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.

### **Websites of a questionable moral fibre**

We reserves the right to turn down work which we feel is of a dubious nature, immoral, unethical, or possibly illegal. For the sake of not listing a massive amount of examples, let's just say it's totally at our discretion as to what we deem to be a dodgy website. If you have paid for a website and we decide not to make it, we will refund your money.

Keep in mind you are also bound by *Weebly's* terms and conditions since your website is hosted on their servers.

### **Legal stuff**

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

Just like a parking ticket, you cannot transfer this contract to anyone else without our permission. This contract stays in place and need not be renewed.

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.

Although the language is simple, the intentions are serious and this contract is a legal document under exclusive jurisdiction of [English] courts.