**EMPTYHEAD**

Contract for Celebrant Website Redesign

Between us Emptyhead (Matt Edwards & Erin James) and you Meriki Comito.

**Summary:**

We’ll always do our best to fulfil your needs and meet your expectations, but it’s important to have things written down so that we both know what’s what, who should do what and when, and what will happen if something goes wrong. In this contract you won’t find any complicated legal terms or long passages of unreadable text. We’ve no desire to trick you into signing something that you might later regret. What we do want is what’s best for both parties, now and in the future.

**So in short;**

You Meriki Comito located in Melbourne are hiring us Emptyhead located at 3/82 Union St, North Sydney to develop a website for the estimated total price of $1350 as outlined in our previous correspondence. Of course it’s a little more complicated, but we’ll get to that.

**What do both parties agree to do?**

**You:** 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 project as and when and in the format we need it. You’ll review our work, provide feedback and approval in a timely manner too. Deadlines work two ways, so you’ll also be bound by dates we set together. You also agree to stick to the payment schedule set out at the end of this contract.

**Us:** We have the experience and ability to do everything we’ve agreed with you and we’ll do it all in a professional and timely manner. We’ll endeavour to meet every deadline that’s set and on top of that we’ll maintain the confidentiality of everything you give us.

Getting down to the nitty gritty

**Design**

We’ll share our work with you via email or dropbox and have regular contact. If, at any stage, you’re not happy with the direction our work is taking, you’ll pay us in full for everything we’ve produced until that point and cancel this contract.

**Text content**

We’re not responsible for writing or adjusting any text copy. If you’d like us to write new content, we can provide a separate estimate for that.

We’re also not responsible for making content changes on the website once the initial text has been added. Your website is built for you to manage yourself on an ongoing basis. We will try to get you into the CMS at the earliest possible time to become familiar with the workings of the site and to edit and tweak the content as you see fit.

**Photographs**

You should supply graphic files in an editable, vector digital format. You should supply photographs in as high resolution digital format as possible. If you choose to buy stock photographs, we can suggest stock libraries. If you’d like us to search for photographs for you, we can do that. Any stock photography that we purchase will be subject to your approval and the cost will be passed onto you in excess of the initial quote.

**HTML, PHP, CSS and JavaScript**

We deliver custom WordPress themes developed from PHP, HTML5 markup, CSS2.1 + 3 stylesheets for styling and unobtrusive JavaScript for feature detection, poly-fills and behaviours.

**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.

**Desktop browser testing**

We test our work in current versions of major desktop browsers including those made by Apple (Safari), Google (Chrome), Microsoft (Internet Explorer), Mozilla Firefox and Opera. We’ll also test to ensure Microsoft Internet Explorer 9 for Windows users get an appropriate, possibly different, experience. We’ll implement a single column design for older versions of Internet Explorer and we won’t test in other older browsers unless you specify otherwise. If you need an enhanced design for an older browser, we can provide a separate estimate for that.

**Mobile browser testing**

Testing popular small-screen devices is essential in ensuring that a person’s experience of a design is appropriate to the capabilities of the device they’re using. We test our work in:

iOS: Safari, Google Chrome Android 4.x: Google Chrome and Firefox

We currently don’t test Blackberry, Opera Mini/Mobile, Windows Phone or other mobile browsers. If you need us to test using these, let us know. The testing we do covers over 95% of all traffic.

**Technical support**

We’re not a website hosting company so we don’t offer support for website hosting, email or other services relating to hosting. You may already have professional hosting and you might even manage that hosting in-house; if you do, great.

If you don’t, we can help set up a hosting account for you with an independent hosting company.

While we will help with these services we reiterate: We are not a hosting company. All care is taken with websites on hosting we help with, but no liability.

The website quote does not include ongoing maintenance or monitoring of your site. We can provide a separate estimate for that.

**Changes and revisions**

We know from experience that fixed-price contracts are rarely beneficial to you, as they often limit you to your earliest ideas. We don’t want to limit your ability to change your mind. The price at the beginning of this contract 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, that won’t be a problem as we’ll provide a separate estimate for that.

**Timeliness of Replies / On Hold**

Website projects, like any other project work will with momentum. We understand that everyone gets busy, we also hope you understand that we have other clients to service.

If we don’t receive a reply to any communication within 14 days we may place your project ON HOLD. Nothing is lost or cancelled; it simply means we may not be able to restart work on your project as soon as we hear from you. It may be a number of weeks until we have a suitable opening. (Unless a previous understanding has been reached. If you are going away or have a will be unable to reply for a length of time, just let us know first.)

**Legal stuff**

We can’t guarantee that our work will 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, even if you’ve advised us of them.

Finally, if any provision of this contract shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this contract and shall not affect the validity and enforceability of any remaining provisions.

Phew.

**Copyrights**

First, you guarantee that all elements of text, images or other artwork you provide are either owned by your good selves, or that you’ve permission to use them.

Then, when your final payment has cleared, copyright will be automatically assigned as follows:

You’ll own the visual elements that we create for this project. We’ll give you source files and finished files and you should keep them somewhere safe as we’re not required to keep a copy. You own all elements of text, images and data you provided, unless someone else owns them.

We’ll own the unique combination of these elements that constitutes a complete design and we’ll license its use to you, exclusively and in perpetuity for this project only, unless we agree otherwise.

We love to show off our work and share what we’ve learned with other people, so we reserve the right, with your permission, to display and link to your project as part of our portfolio and to write about it on websites.

**Payments**

We’re 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.

1/3 or $450 deposit on commencement of job. \*\*

1/3 or $450 on the approval of the designs

1/3 or $450 balance on completion and launch.

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 Australian courts.

\*\* As discussed payment of the initial deposit can be made at the commencement of the 16/17 financial year.

The dotted line

Signed by and on behalf of Emptyhead.

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Signed by and on behalf of Meriki Comito

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Date: 30 May 2016

Everyone should sign above and keep a copy for their records.