
[Your Name]

[Street]

[Suburb, State, Country]

[Number]

Website Redesign Contract

[Date]

1. Client Service Agreement

1.1 This Website Redesign Agreement is being made between _____ (“Client”) and (“Web Designer/Service Provider”) _____ on (date) _____ to redesign a currently existing website.

2. Services

2.1 The Web Designer will provide the following services:

2.2 The services will include the following number of revisions: _____.

2.2.1 A revision is defined as an initial draft of a design to use for the website. Once a design is approved, we move further down the pipeline, if the design is not to the Clients liking, they provide me feedback detailing what they do and don't like about the design, I then use that information to design a new revision, we repeat this process until the Client is satisfied and approves the design or runs out of allocated revisions.

2.3 In the event of the Client requesting additional revisions, they will be provided an additional fee at the Service Provider's discretion per their valuation of the scope of extra work required and as a result, if the Client and Service Provider mutually agree to this revision, it will be considered appended and must comply to this agreement.

2.3.1 After a verbal agreement for this additional revision, the Service Provider will provide a follow up confirmation in the format of a text or email in which the Client must reply back with their consent and confirmation of such an event occurring and taking place.

3. Cost and Payment

3.1 The Client agrees to pay the Service Provider a project fee of _____ the Service Provider's obligation to render the services is conditional upon payment by the Client.

3.2 Upon the agreement being signed, within 72 hours the Client will receive an invoice for the services. A 50% down payment is to be made to the account of the Service Provider's choosing, (which is provided below at 3.4) by the [Date] The remaining 50% is to be paid upon "completion of the project".

3.2.1 Upon completion of the project, the client will be required to leave a review on the Service Providers "Google Business Page" just writing a sentence or two based on their personal experience in regards to the quality of service provided to them.

3.3 The "completion of the project" is described hereunder:

- Responsive and mobile compatible.
- Meets initial Client brief requirements.
- All pages utilizing a design derived from an initial draft design approved and signed off by Client.
- A wordpress website, with login information to access backend of website.
- Website using images provided to me or stock images I find at the Clients cost.
- Images optimized for speed as well as alt text written for accessibility.
- Caching and Optimization Plugin Installed utilizing my license.
- Custom Design with Divi Theme utilizing my license.
- Set up hosting, with my recommended hosting platform for speed and performance or set up wordpress on their preferred hosting platform.
- Backup the website
- Meta Descriptions written for each page.
- Sitemap created.

3.4 The account details are as follows:

3.4.1 Account Name:

3.4.2 BSB:

3.4.3 Account Number:

4. Obligations of the Client

4.1 The Service Provider will not commence work until the Client has provided all the necessary data, photography, tools and other necessary information that may be required by the Service Provider to effectively perform the Services rendered.

4.2 The Client agrees that the completion of one or more of the deliverables may depend on and require the Client's commitment of certain resources which should be promptly provided. The Client agrees to provide such resources as are necessary to fulfill the Service Provider's and its own obligations under this Agreement and to timely complete and fulfill its required actions in order for the Service Provider to be able to fully comply with its obligations under this Agreement. The Client's failure to provide such resources and to timely fulfill such obligations shall not constitute a basis for the retention of payments and/or allegations of breach of contract by the Client.

5. Independent Contractor

5.1 The Service Provider agrees that all Services will be performed by the Service Provider as an independent contractor and that this Agreement does not create an employer-employee relationship between the Service Provider and the Client. The Service Provider shall have no right to receive any employee benefits provided by the Client to its employees. The Service Provider agrees to pay all taxes due in respect of the Service Fee and to indemnify the Client in respect of any obligation that may be imposed on the Client to pay any such taxes or resulting from the Service Provider's being determined not to be an independent contractor.

6. Service Period and Termination of Agreement

6.1 This Agreement will automatically terminate when both Parties have performed all their obligations under the Agreement and all payments have been made.

6.2 This Agreement shall commence on the Date signed and shall remain in effect until the "completion of the project" or the earlier termination of this Agreement as stated in 7.3 of the Agreement.

6.3 Either party may elect to terminate the Agreement at any time by providing notice to the other Party. Such notice must be in writing. Payment for the Services performed to date are not recoverable upon termination. Termination does not preclude the Client from payment of Services to date of termination.

6.4 In the event the Service Provider has an emergency or an unforeseen circumstance and cannot provide and fulfill the services expected of them in this agreement and as a result is

forced to terminate, the Service Provider will be required to provide the Client a full refund of an amount equivalent to the 50% deposit originally made, within 7 days of termination.

6.5 There is no set defined date for the “completion of the project”, as several factors will be at play, such as frequent communication, the waiting on resources and potential newly found deliverables required from the Client in order to fulfill the services properly. So at this point in time, the Service Provider is confident the project as a whole can most likely be completed within the month of May, however as the Service Provider actively requires resources and Client participation in regards to the Client satisfactions of the services provided, they can guarantee one of two things, the completion of the project within 90 days or termination of the agreement.

6.5.1 If 45 days has elapsed and the Service Provider is not confident in completing the project within the following 45 days, due to the lack of communication on the Clients part and has provided multiple warnings insisting the Client meet their obligations, the Service Provider will terminate this agreement, which will incur a 15% penalty fee of the total project cost that will become due and payable by the Client within 14 days.

6.5.2 Upon that fee being paid, the Service Provider will provide and transfer the Client all of the files, login information and deliverables met of the product as is in it's current state.

7. Intellectual Property

7.1 The Client will own the website and any visuals provided by the Service Provider. The Service Provider will turn over all necessary files. The Client guarantees that they have legal rights to all elements of text, photographs, and anything else that they provide the Service Provider with, and will not hold the Service Provider responsible for any third-party claims. Service Provider will guarantee that they have legal rights to all elements related to the services they are providing and will not hold the Client responsible for any third-party claims.

7.2 The Service Provider has the right to link to a product of his work on his social media and business website as well as design mockups to convey as proof of design to other prospective clients.

8. Governing Law

8.1 This Agreement shall be construed in accordance with and be subject to the laws of Australia. All court proceedings relating to or arising out of this Agreement shall be solved by the Courts of Australia.

8.2 Should any provision of this Agreement be held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, such provision may be modified by such court in compliance with the law giving effect to the intent the Parties and enforced as modified. All other terms and

conditions of this Agreement shall remain in effect and shall be construed in accordance with the modified provision.

9. Signatures

9.1 The Parties duly execute this Agreement by their signatures below:

Company: _____ Company: _____

Name: _____ Name: _____

Title: _____ Title: _____

Date: _____ Date: _____