



Between Rocket Sky Studios and Client.

## 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 things go wrong. In this contract you won't find complicated legal terms or large 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 Client, are hiring Rocket Sky to design and develop a web site within a chosen package outlined in our previous correspondence. And the agreed payment plan.

### *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 organization. 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 two ways and you will 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 will also maintain the confidentiality of any information that you give us.

This will be encrypted and stored on our servers.

## Details of the works

We will create designs for the look-and-feel, layout and functionality of your web site. 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 the daily rate set out in our original estimate.

### *HTML/CSS layout templates*

If the project includes XHTML or HTML markup and CSS templates, we will develop these using valid HTML5 markup and CSS for styling or with any relevant Software or hardware available to us. We will test all our markup and CSS in the leading web browser, such as Google Chrome, but not limited to and can include those made by Apple, Microsoft, Mozilla and Opera when required. We will also test to ensure that pages will display visually in a similar, albeit not necessarily an identical way, in Microsoft Internet Explorer 11 or current Version of Google Chrome for Windows.

We will not test these templates in old or abandoned browsers, for example Microsoft Internet Explorer's or Edge etc for Windows or Mac, previous versions of Apple's Safari, Mozilla Firefox or Opera unless otherwise specified. If you need to show the same or similar visual design to visitors using these older browsers, we will charge you at the hourly rate, for any necessary additional code and its testing.

### *Text content*

We are 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 an per hour, including a free initial consultation, for copy writing or content input.

### *Photographs*

If needed, you will supply us photographs either in digital or printed format. If you choose to have us do this, we will charge an hourly rate, If you choose to buy stock photographs we can suggest vendors of stock photography. Any time we spend searching for or taking appropriate photographs will be charged at Rand Hourly Photo Fee per hour, after a free initial consultation to determine if this is the best route to take.

### *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 quotation prices at the beginning of this document are based on the one time development of your website and Social media corrections/Creation of said social media. That 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. You will be charged the Hourly rate set out in the above hourly rate. Along the way we might ask you to put requests in writing so we can keep track of changes.

#### *Monthly Promotions and Updates*

In terms of monthly updates and promotions, these files will be sent to us in the required format, as this needs to be uploaded to all relevant platforms required by the client, as this takes time an hour each month is allocated to this, and changed according to each package.

If more is required an hourly fee will apply such as in the event of design and creation of said items

#### *Web Hosting*

[Rocket Sky Studios] shall provide website hosting services for the Client's website once development is complete.

Hosting shall be a shared hosting environment with a minimum of 99% server uptime, Excluding occurrences out of our control.

[Rocket Sky Studios] is in agreement to maintain a copy of the client's website on an offline server as a backup to the live site.

Any and all modifications are expected to be completed within [5, five] business days of developers' acknowledgment depending on level of repair or maintenance request.

Unless otherwise indicated.

#### *Technical support*

All support needs and enquires will need to be sent through to us in writing via email.

With relevant items within our control being attended to.

## **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 web site 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.

## 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 web site are either owned by your good self's, or that you have permission to use them.

When we receive your monthly payment, copyright is automatically assigned as follows:

You own the domain name 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 web sites, in magazine articles and in books about web design.

## Termination

Client may terminate this website development/hosting/web support services agreement at any time, with one month's notice, by providing

Written notice via email or certified mail to the (Rocket Sky Studios).

(Rocket Sky Studios) may cancel this agreement in the same manner if necessary.

In the event that this website development services agreement is cancelled by either party, the (Rocket Sky Studios) shall issue a final invoice for any unbilled time or materials.

The Client agrees to pay the final invoice according to the terms of this website development services agreement.

All work done remains copy right and owned by (Rocket Sky Studios) for a period of one year, from date of initiation with client, and yearly thereafter.

### *Money back Guarantee*

We offer a 60 day money back guarantee to all our new clients.

If you the client wish to claim this, there are provisions of which need to be met.

Client needs to give reason for cancelation, within reason, as items and business work both ways, if a client is unaware of scale or needs of said work, this is NOT grounds for money back guarantee.

As Rocket Sky Studios, will always try keep you the client happy, a request from yourself will need to be lodged, for us to up our “game/anti” with reference to problems you are experiencing with us, we then request a week to sort this out, if the issue continues, you are entitled to a full money back guarantee

In the event of a client’s hosting being terminated, suspended or reviewed, due to non-payment, or unlawful acts.

This will cause a suspension of all services to the client.

A standard reconnection fee of R50 will apply for reconnection of services, as well as outstanding amounts.

This will begin on the 8<sup>th</sup> day after date of Invoice.

## Conflict Resolution

This website development services agreement shall be governed by the prevailing laws of [South Africa]. Should any conflicts arise related to this agreement, the Parties agree to seek a suitable resolution through a neutral arbitrator, whose ruling shall be Considered final and binding on both parties.

## 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, which will be as follows, but may be revised based on further conversations between us.

**Invoice amount MUST be paid on the 1<sup>st</sup> of each month.**

**With a yearly review to adjust for inflation (This does not mean prices will automatically go up each year.)**

Interest accrued if payment is more than 14 days late is 5% of outstanding amount to be added every 7 days, starting from 15th day after receipt of Invoice.

*But where is all the horrible small print?*

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 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 jurisdiction of the presiding courts.*

All clients should/need to keep a copy for their own records.

A copy is on the website and will be indicated to, or, mailed through to every new client,

The fact that we are continuing with services indicates the client, is of sound mind, is aware of everyday life, has acknowledged said contract, even without indication.

As Terms of Service/Terms and Conditions is in every facet of daily life and a given in EVERY business transaction.

All has been enclosed in good, and looked favorably upon.

Regards

Management

Rocket Sky Studios