

AGREEMENT FOR WEB DESIGN SERVICES

AGREEMENT DATE: Day, Date/Month/Year

CLIENT DETAILS (herein referred to as The Client, they, their, or them)

Name, Company
Full Address

SERVICE DETAILS AND KEY DEFINITIONS

- Jae-Lex Linsey (herein referred to as *The Consultant, he, his, or him*) shall provide branding and web design services (herein referred to as *The Project or The Service*) to The Client (as detailed in section entitled, "*CLIENT DETAILS*," above), the particulars and terms of The Project being detailed in full within this document, forthwith.

PROPOSED SERVICES AND PRICING

- £ 600 = Branding Discovery Session - up to 5 hours.
- £ 500 = 2 x Design concepts. (The Client shall choose one of the two proposed design concepts, to be used for the proposed website. Additional design concepts can be created and proposed, for an additional fee of £300 per design concept.)
- £1200 = Building of website, consisting of up to 8 web pages. (Build also includes setting up backend elements - i.e. WordPress installation, basic essential plugins, contact forms, firewall security, etc.).
- £1200 = Set-up E-Commerce functionality, Online Bookings/Calendar System and/or On-Site Event Management System.
- £ 100 = SSL Certificate
- £ 600 = Google Analytics & Search Console setting-up and linking to website.
- £ 230 = MailChimp/Aweber setting-up and linking to website.
- £ 600 = Facebook Pixel setting-up and linking to website.
- £ 370 = Web Hosting & Maintenance for 12 months.
- **£5400 = Total Price**

In addition to the above essential elements of The Service, the following optional extras may also be added to The Service, at The Client's written request:

- **Copywriting:** £250 for up to first 150 words, and then £150 per 100 words, thereafter.
- **Sourcing additional content items, including stock images, photos, audios (sound effects or music) and/or videos:** £75 per set of 10 content items, or part thereof.
- **Logo Design:** £900 for two (2) design concepts, £350 per additional design concept. (The Client shall choose to keep just one of the design concepts proposed.)
- **Adding products on the website's e-commerce shop:** £35 per product added.
- **Adding additional web pages:** £57 per web page.
- **Linking website to external systems, such as (but not limited to) Zoho, Zapier, etc.:** £400 per system.
- **Training on how to maintain, upkeep the website, including how to add/amend web pages, products and blog posts:** £80 for first three (3) hours and then £50 per hour, thereafter.
- All and any other additional detailed and priced at Jaelex.com are available to The Client, priced their respective fees listed on Jaelex.com.

SCHEDULE & KEY DATES

- **Agreement Date:** Date when this contract begins, as stated at the top of page 1 of this document, in the section entitled, "AGREEMENT DATE."
- **First Payment Date:** Date Initial Deposit or full payment fee (as detailed below, in the section entitled, "FLEXIBLE PAYMENT OPTIONS") is received and cleared into The Consultant's bank account.
- **Project Start Date:** Starting with day The Client has their Branding Discovery Session, this is the date The Project official begins. It shall be not before the First Payment Date and shall be no later than 5 working days after the First Payment Date.
- **Final Content Date:** Date by when all content must have been received and finalised - at the very latest. This will be at 11:59pm on the 60th day after the Project Start Date.
- **Build Start Date:** Date work on building the website starts. Building of the website will not start until a sufficient amount of content has been received and/or finalised. And if insufficient content has been received and/or finalised by the Final Content Date, then The Project shall be unable to be completed and, therefore, terminated, in accordance with clause 6 of the *PAYMENT TERMS*, detailed below.
- **Project Completion Date:** Date by when The Project is expected - *at the latest* - to have been fully completed and handed over to The Client. Unless there have been delays caused to The Client's actions or inactions, this will be no later than 6:30pm on the 90th day after the Build Start Date.
- **PLEASE NOTE:** With the exception of the Agreement Date, which is detailed at the top of the first page of this document, all other dates detailed above hinge on when the First Payment Date occurs. (i.e. when the full payment or Initial Deposit is received.) And The Client will, therefore, be notified in writing, by email, as to the when the exact dates of the above key dates are, no later than 2 working days (excluding weekends and UK Public Holidays) after said payment has been received.

FLEXIBLE PAYMENT OPTIONS⁺

- **Pay In Full:** One-off, full payment of total price (£5400).
- **Instalment Plan 1*:** Initial Deposit of £2730, followed by 1 x additional instalment of £2730.
(Total amount = £5460)
- **Instalment Plan 2*:** Initial Deposit of £2000, followed by 3 x monthly payments of £1153 each month.
(Total amount = £5460)
- **Instalment Plan 3*:** Initial Deposit of £1220, followed by 6 x monthly payments of £710 each month.
(Total amount = £5480)
- **Instalment Plan 4*:** Initial Deposit of £940, followed by 12 x monthly payments of £380 each month.
(Total amount = £5500)

* **Note:** Instalment Plans include an Instalment Handling Fee.

+ A 10% discount off the total amount shall be applied if The Client takes up this proposal, and pays either in full or the Initial Deposit for their chosen Instalment Plan, within 7 days of the Agreement Date.

PAYMENT TERMS

1. **Cooling-Off Grace Period:** The Client shall have a grace period of no more than 7 business days (excluding weekends and UK Public Holidays), from the First Payment Date in which they may cancel the Project – in writing, via email to the email address at the top of page one of this agreement – and receive a full refund less the cost of The Consultant's time and out-of-pocket expenses, in relation to providing one or more aspects or elements of The Project, up until the time and date that the cancellation notice has been received by The Consultant.
2. **Commencement Of The Project:** Either the full payment price or else Initial Deposit must be paid before the Project Start Date. And if The Client has chosen to pay in instalments, then the full value of any optional extra services shall be added to the Initial Deposit and be required to be paid before the Project Start Date.
3. If The Client has chosen to pay in instalments, then payment of the first monthly instalment will commence no later than 14 days after The Project Completion Date.
4. **Termination By The Client:** If The Project is terminated before The Project Completion Date by The Client, for any reason, then all monies paid shall be forfeit by The Client and non-refundable.
5. If The Project is terminated before The Project Completion Date, by The Client, for any reason, then The Consultant shall have the right to invoice The Client for his (The Consultant's) time expended (at a rate of £50 per hour) for work that has not been covered by monies that have already been paid by The Client, and The Client agrees to pay such invoice within 14 working days (excluding weekends and UK Public Holidays) of the invoice date.
6. **Project Non-Completion:** If The Project cannot reasonably be completed by The Project Completion Date, due to any actions or inactions on the part of The Client, then The Project shall be deemed as impossible to complete and shall, therefore, be terminated. And, as in clauses 4 and 5, above, all monies paid by The Client shall become forfeit and non-refundable.
7. **Non-Delivery By The Consultant:** If The Consultant refuses to complete or does not complete The Project by no later than 90 days after The Project Completion Date, or terminates The Project other than for reasons outlined in clause 6, above, then The Client shall have the right to demand all monies back, less the value of those services already received by The Client from The Consultant, in relation to The Project.
8. **The Client Is Bound By Contract To Complete All Payments:** This is a legally binding contract. And all outstanding monies, including (but not limited to) instalments, shall be paid by The Client on their respective due dates.
9. **Non-Payment Terms:** Non-payment of outstanding instalments and/or other fees relating to The Project shall incur additional fees and, in the unlikely event of such circumstances arising, The Consultant shall have the right to recoup from The Client all monies plus the monetary value of other losses (including but not limited to his time) incurred to him due to having to recover said unpaid fees and/or instalments from The Client.
10. **Recovery Of Unpaid Fees:** In the unlikely event that unpaid instalments and/or other fees relating to The Project cannot be recovered within no more than 90 days after such fees had become due, The Consultant shall have the right to take down the website and withdraw all services that he has provided and/or continues to provide to The Client; and The Client shall forfeit all monies that they have already paid to The Client, without the possibility of any refunds.

DELIVERY TERMS

11. **Provision of website content:** Unless previously agreed in writing, it shall be the responsibility of the client to provide all copy and content (including, but not limited to, text, images, photos, videos, audios, downloadable files) for the website. If the client does not, for any reason, provide the required content by the Final Content Date, then The Project shall be deemed as impossible to complete and terminated. And, in such case, clause 6 (above) shall apply.
12. **Infringement of intellectual property rights of third parties:** The client shall be responsible for ensuring all copy and content provided by them has the required permissions for use. And, in the unlikely event that the

copyrights or intellectual property of any third parties has been or becomes infringed in the use of such copy or content on the website, whether intentional or unintentional, the client shall accept full liability and shall indemnify The Consultant from any such responsibility or liability.

13. **Website Ownership And Copyrights:** Until all fees in relation to The Project (including but not limited to instalments) have been paid in full, by The Client, to The Consultant, the website's design, all logos created by The Consultant and all other content created or produced by The Consultant, shall remain the sole intellectual property of The Consultant. After all such fees have been paid in full, the copyright and intellectual property rights for the website shall be handed over, in full, to The Client. (All content created or produced by The Client and provided to The Consultant for the website shall at all times remain the intellectual property of The Client.)
14. **Use Of Website Content And Other Creative Works For Demonstration Purposes:** The Client, at all times, shall grant The Consultant the right to use all or any part of the website and any other works created by The Consultant for/on behalf of The Client, for demonstration purposes, including (but not limited to) inclusion in his portfolio.
15. **Back-End Access:** The Back-End areas of the website consist of the CPanel and WordPress Dashboard. These are the areas of the website, out of public access, where the website is maintained. As with clause 13, above, only after all fees and instalments in relation to The Project have been paid in full, The Client shall be granted full access to all such areas of the Back-End, and shall be advised by The Consultant, as to how to use the various areas within the Back-End and the caution that must be exercised when accessing the various elements of the Back-End, to ensure the website is not broken, damaged or made unable to function.
16. **Moving To Another Web Hosting Provider:** Once the website ownership (as detailed in clauses 13 and 15, above) has been transferred to The Client, they are at liberty to move their website to any other web hosting provider if and at any time they may choose. However, if The Client is in the middle of a web hosting agreement (minimum 12 months) with The Consultant, then the total unpaid amount of any and all web hosting fees that would have otherwise been paid by The Client to The Consultant for the remaining term of the web hosting agreement shall be paid in full before the website can be transferred to The Client's new web hosting provider. The same shall apply if The Client is in the middle of an Instalment Plan agreement with The Consultant.
17. **Website Damage:** If The Client chooses at any time to explore or dabble with any part of the website (including but not limited to the Back-End) they do so at their own risk. If they break, damage or in any other way cause the website to become non-functional, the fault is their own and no liability shall become upon The Consultant. And, if at the time of such an unlikely event, The Client is within an Instalment Plan and/or web hosting agreement with The Consultant, then The Client shall employ only the services of The Consultant (and no other website designer, technical expert or other person) to repair the website; and shall pay The Consultant the cost of for such repairs, a rate of £50 per hour. (Employing the services of any other person to undertake such repairs, while The Client is still in contract with The Consultant, shall constitute a breach of this contract and incur a fixed penalty of £100.)
18. **Website Security And Admin Access:** The Client shall be given full access to the website's Back-End, upon it's completion and after all payments, fees and instalments have been paid, by The Client, to The Consultant. And upon receiving such access and login details, The Client at no time, while they are still under contract and/or maintenance agreement with The Consultant, shall The Client grant Admin-level Back-End access or give Admin login and/or password details to any third party, without first obtaining written consent to do such, from The Consultant. And, in the unlikely event that The Client has granted such access to unauthorised person(s) and damage to the website occurs as a direct or indirect result, then the same liability and repair fees as those stated in clause 17, above, shall apply.
19. **Commencement Terms:** Any and all works in relation to and/or pertaining to The Project shall not commence until the initial payment has been received and cleared in the above stated bank account.
20. **Currency:** All prices quoted within this document are in British Pounds (£) Sterling.
21. **Expiry Of Quoted Prices:** All prices quoted within this document shall remain current and shall be honoured for up to and no longer than 6 weeks after the Agreement Date, stated at the top of page 1 of this document. After that time, The Consultant reserves the right to adjust prices, if/as deemed necessary by The Consultant.

22. **The Client's Acceptance Of This Agreement:** The Client's written acceptance via email and/or payment of either the full price or the Initial Deposit amount for their chosen Instalment Plan shall constitute that they agree to and accept all parts of this agreement and shall constitute the same as if they had signed this document. The Client's payment shall constitute that they have agreed to be legally and contractually bound to this agreement, both as a whole and in each of its constituent parts.
23. All of this agreement and each of its constituent parts shall at all times, forever and unendingly, be legally binding to both The Consultant and The Client, in accordance with the laws of England and Wales.

Thank you for your custom and I look forward to continuing a long and mutually prosperous working relationship with you.

Yours Sincerely,

Jae-Lex Linsey