

CONTRACT KILLER 3 - MOUSE POTATO

Date: _____

Between us, Bondi Botha Development t/a Mouse Potato, and you, _____

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 (_____), located at _____ are hiring us (Mouse Potato) located at 3 Carnation Street, Floracliffe, Roodepoort, Johannesburg, Gauteng, to design and develop a website, or websites, 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 create look-and-feel designs, and flexible layouts that adapt to the capabilities of many devices and screen sizes. We use static visuals to indicate a style direction (colour, texture and typography).

You'll have the opportunity to review our work, provide feedback, and request changes at two stages during the design process: after the look-and-feel stage, and after the first full draft of the final design has been completed. After these opportunities, any additions, alterations, changes in content,

layout or process changes you ask for will alter the delivery time and costs, and we can provide a separate estimate for that. Also, you will let us know as soon as you want any changes.

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 provide copywriting as a service. If you'd like us to write new content or input text for you, we can add that to the estimate.

Graphics and photographs

You should supply graphic files in an editable, vector digital format. You should supply photographs in a high resolution digital format. 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 provide a separate estimate for that.

HTML, CSS and Javascript

We deliver templates developed from HTML5 markup, CSS 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 8 for Windows users gets an appropriate, possibly different, experience. 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. For responsive websites we test our work in:

iOS: Safari, Google Chrome and Opera Mobile

Android 4.1: Google Chrome, Firefox and Opera Mobile

Android 3.2: Browser, Firefox and Opera Mobile

We currently don't test Blackberry OS or Blackberry QNX, Opera Mini, Symbian or other mobile

browsers. If you need us to test using these, we can provide a separate estimate for that.

Technical support

We offer support for website hosting, email and other services relating to hosting on our own website hosting packages. 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 set up an account for you on our servers for which we can provide a separate estimate. Updates to, and management of servers not on our website hosting packages will be up to you.

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 and amount of work 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.

Please bear in mind that changes made after website development has begun may drastically influence deadlines.

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 graphical 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 the XHTML markup, CSS and other code that constitutes a complete design and we'll license that you, exclusively and in perpetuity for this project only, unless we agree otherwise. We can provide a separate estimate for that.

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, in magazine articles and in books.

Payments

We're sure you understand how important it is as a 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.

50% deposit: on signing

50% balance: on approval of completed project

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 South African courts.

The dotted line

Signed by and on behalf of [company name] Signed by and on behalf of [customer name] Date [date]

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

