

# Melissa Caven Design

# Website Terms & Conditions



Nobody likes paperwork, but to cover *You* and *Me*, please grab a cuppa and read through my Website Terms and Conditions and Contract.

Once you've paid your 40% deposit, it is deemed you have read & agreed to the below T&C's.

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The Agreement ("Agreement") is being made between You ("The client", "You" or "Your Business or Group") and Melissa Caven Design (that's "Melissa Caven Design", "Me" or "I") You and I may also be referred to as "Our" or "Party" or together as the "Parties".

Melissa Caven Design is the trading name of Melissa Kate Caven ABN 75 611 920 721 registered in South Australia, 5355.

## **Pricing & Quotes**

A detailed quote in Australian Currency AUD, will be provided to you, the client prior to any design or website package. Your new website package quote will include the design and set up costs by me and also the details for the recommended Wix hosting plan for your website. Your quote may also include domain hosting costs or other app costs if required. These third party costs will be required to be paid and managed by the client.

If the client decides to add additional features after initial quote, the price may change. The client will be notified of any other arising costs to the price and will need to agree to the extra charges before continuing. If the client does not agree to additional costs the features will not be added. An updated quote can be provided at the clients request or will be notified via email.

## **Payments**

Melissa Caven Design requires a 40% deposit upfront to secure your website or design booking and prior to any work commencement. The remaining balance is required to be paid before the website goes live, updates are published or the website is transferred to the client.

All quotes and invoices will be sent direct from Melissa Caven Design via Wix and are in Australian Currency. Payments can be made securely via Bank Transfer, Visa or MasterCard using your emailed invoice. Our payment providers are Square, PayPal and Afterpay.

## **Website Content**

Your website or design project will not commence until all of the information required for the service is received. Once you have accepted your quote, I will provide you with

a link to a Google Drive Shared Folder for you to upload your website content into. This will be a secure folder that only myself and the client will have access to, unless the client shares the direct link with another employee or person.

What I require from you:

- Imagery for all pages – high resolution format, jpg. or png. files preferred. If possible, have images collated as per the page you would like them to appear. You can create new folders in the Google Drive if needed to organise them, e.g. (home page, about section etc.)
- Links to your social media accounts (not access, just URLs or tags)
- Email address, contact number or address you would like advertised on your site
- Copies of your business logo
- Fonts and branding colour guide
- Wording/content for your pages, collated
- Domain name and/or host login to connect your site to your domain (if you would prefer to connect your domain yourself I can provide instructions for you)
- Plus any other items discussed for your website e.g product lists, pricing, services, booking information etc.

### **Project Timeline**

My goal is to complete your Website Design Project within our agreed estimated timeframe. General website turnaround varies between from 2-6 weeks. I will work diligently to achieve this however it will only be achievable with your cooperation. Following the completion of my initial website design questionnaire, your acceptance of my website design package and/or quote, and that you have provided me with all your website content as stated above in electronic form as soon as possible.

You agree to provide all Website Design Project content in a timely manner and/or before your project start date and accepts that I will be held blameless for delays arising from your non-compliance with this requirement. Any delays in supplying these items may result in a delay in your completion date. Delays in providing feedback and replies to my questions via email and/or phone, may also cause delays in your completion date, that I cannot be held responsible for.

Completion dates are estimates only and are not a guarantee of when your Website Design Project will be completed. I would like to remind you that there are numerous things that could delay a Website Design Project that can be beyond my control. Refunds will not be given for a delay in estimated turnaround time and this will not constitute a breach under this contract. You also acknowledge that payment must be made in full prior to your website launch and/or handover of your new website.

### **Changes**

You further acknowledge that any additional alterations or changes to your website after final approval, website launch or that falls outside the original website project proposal, it will be treated as additional work and therefore not part of the original website project proposal.

### **Website, Domain and/or Email Hosting**

On payment of my final invoice and final website design we will contact you to upgrade your Wix website hosting plan so we are able to connect your domain and publish your site. Once your website has gone live we will then transfer your website to your nominated Wix account.

You accept responsibility for all hosting service charges relating to the hosting of Your Wix website. If you do not currently have a Wix account we will ask that you set one up so we are able to transfer your site to you.

You are also responsible for your Domain Name hosting costs and associated email accounts, if required we can assist in helping establish or modify your current hosting.

### **Client Materials/Content**

You grant Melissa Caven Design the right to use your material/content for the purpose of providing the services pursuant to this agreement.

The client understands and acknowledges that they are solely responsible for their content, completeness and accuracy of all materials/imagery provided to Melissa Caven Design for the completion of your website services. In no event will Melissa Caven Design be liable for any inaccuracy, error, mistake or insufficiency resulting from The Client's use of their materials/content.

### **Proof Reading & Revisions**

Design changes cannot be made after your website has been released or published. Melissa Caven Design will work with you during the designing stage to ensure your website design is following The Clients ideas and style provided and will also provide an initial draft revision of website before publishing. The Client will have 2x rounds of changes included in your website package and each revision/change must contain all details written in an email unless changes are made live via a zoom consultation.

Once the final design has been approved, the design is considered complete and any additional design changes requested after publishing will incur an additional cost. The client is responsible for proof-reading any information provided to me before it's approved and published. Whilst I will take care to avoid spelling errors, Melissa Caven Design accepts no responsibility for any spelling errors or false information including copyright ownership on any website project.

### **Refunds**

Deposits made prior to job commencement are strictly non refundable for change of mind, and any work completed will not be released. The deposit is for time, labour, planning & research, information gathering, branding identification, and for some, writing and supply of branding or content. However, if the customer needs to terminate the project at any time prior to completion due to the website not meeting the requirements for which the website was intended, and if it does not meet with The Clients design brief and instructions, as communicated in writing by The Client.

Melissa Caven Design will refund the deposit minus time spent and expenses incurred to that date. If time and expenses add up to an amount greater than the deposit, the customer will be liable for that additional cost incurred, and they agree to pay that amount within 14 days of invoice provided.

Refunds relating to domain, email or Wix website hosting, must be made directly to that registered provider. Melissa Caven Design can provide you with contact or support details to begin the refund process with the provider.

### **Project Holds/Delays**

If you need to put your website project on hold, please contact me as soon as possible. Website projects can go on hold for up to 6 months for a fee of \$100. If you exceed this timeframe and without any contact, your project will be terminated and any funds paid by you to us will be forfeited, with no refunds available. Project delays from The Client such as failing to respond to emails/calls from me to continue your website project, may result in your website project automatically being put on hold and an invoice will be sent to The Client with the holding fee.

Once your project has been on hold and you wish to reopen your project and continue, I will supply you with a new booking date and timeline to continue your website work.

### **SEO**

Search Engine Optimisation will be provided for all new website builds and other projects if included in your quote. Whilst I do my best to place your website ranking highly on Google for your business in response to a search request, we do not warrant that this effort will be successful. I cannot be held responsible for any changes to the position of your website in search engine results.

Melissa Caven Design will submit your website to the Google Search Console and may provide The Client user access if they wish to monitor and manage their website on the Google Search Console. This is also recommended if you wish to outsource an SEO expert or business to do further SEO works. By accepting this agreement you hereby provide me with permission to connect your website to Google on your behalf.

### **Agreement**

This Agreement constitutes the entire agreement between the Parties. The Client agrees and accepts to all terms stated above by accepting my proposal, quote or paying a deposit.