



## Website Development / Design Commission Agreement - Terms & Conditions

### 1. Pure Energy Multimedia Ltd Website Development / Design Commission

- a. In order to begin work on a website, logo design or otherwise, the customer may be required to pay up to 25% of the estimated / quoted cost as a deposit for Pure Energy Multimedia Ltd to begin a commission. This is solely dependant on the size / nature of the website / commission and is at the sole discretion of Pure Energy Multimedia Ltd. The customer will then provide Pure Energy Multimedia Ltd with any materials and collateral (company graphics, images, fonts, etc.) required for the design of the website etc.
- b. Once your commission has been accepted, Pure Energy Multimedia will generate a graphical style proof within a reasonable amount of time for the customer to preview. This proof will be delivered to the customer in graphical 'screenshot' format via email or a printed proof can be supplied on request (although website artwork will only be at a resolution of 72dpi).
- c. If the customer is not satisfied with the first proof provided but wishes to continue, Pure Energy Multimedia Ltd will provide additional graphical proofs for the customer to preview. This preview process will continue with multiple<sup>1</sup> proofs until the customer is satisfied with the work provided.
- d. In the event that the customer is not willing to continue even after multiple<sup>1</sup> proofs have been presented or if the customer wishes to cancel the contract following this work, Pure Energy Multimedia Ltd reserves the right to charge up to 25% of the final commission price originally quoted or time spent based on our standard hourly rate, whichever is the greatest amount. Pure Energy Multimedia Ltd will surrender all provided materials back to the customer. All produced graphics and layouts remain the property of Pure Energy Multimedia Ltd until paid for in full.
- e. If the customer is satisfied and wishes to proceed with the website / design, Pure Energy Multimedia Ltd will convert the graphical layout into a website in a web readable format (ie: HTML) or print quality artwork where applicable (for example in the case of a logo design). Pure Energy Multimedia Ltd will then add any content supplied by the customer that was agreed to within the terms of the original estimate and perform any requested changes to the site. During this build process, the customer will be able to view the websites progress online at an agreed URL. Upon completion, the customer will be invoiced the remaining commission cost and any other required fees minus any paid deposits to Pure Energy Multimedia Ltd. It is at this point that the customer will be given access to their Content Management (SiteWise) Administration System if indeed the system is being used.
- f. Pure Energy Multimedia Ltd offer a 30-day period after the final invoice date in which any minor<sup>2</sup> changes to the website will be made free of charge. After the 30-day period has passed, the customer will then be required to pay the standard rate of £45 per hour for any changes made to the site. In the event the customer wishes to expand the site and add additional pages, the customer will be required to pay Pure Energy's standard rate of £45 per hour.

### Ongoing Website Updates – Website

Website updates will be charged at Pure Energy's standard rate of £45/hour.

Pure Energy Multimedia Ltd understands the need for a full time web development solution; therefore on request an Ongoing Website Update Contract can be provided. For example Pure Energy has a plan costing only £50/month which will provide you with up to 3 hours worth of work for minor updates and maintenance on your website each month. All supplied updates will be uploaded to the Internet within 48 hours of receipt. Unused service time however is not transferable.

### Basic Web Development Fees

Administration and text population is charged at: £35/hour. Design and construction fees for a typical, non e-commerce site are: £45/hour. Custom graphic design, Flash animation & CGI / Perl scripting is charged at a rate of £55/hour. E-commerce sites are billed at the standard £45/hour for design and construction, while any additional scripting required whilst setting up the store is billed at £55/hour.

### Additional fees associated with websites

The fees for building a professional website are not limited to design costs. A domain name (such as www.your-name.com) costs £25/year. Standard Web Hosting (the service that puts your website and domain name onto the Internet) costs £100/year. For e-commerce sites, the yearly hosting fee is £150/year for SiteWise based sites and

£250/year for bespoke e-commerce sites – both e-commerce hosting packages employ 128-bit SSL encryption. Bespoke e-commerce websites carry a one-time set-up fee of £100.

Monthly payments are due upon 30 days from receipt of the invoice. The customer will be sent an invoice on an agreed date each month. In the event that payment doesn't arrive within 30 days of the invoice date, the customer's website will be subject to termination. A reconnection fee of £50 will apply to re-instate the website back to the Internet.

If the customer already owns a domain name and/or web hosting account, the customer in the case of SiteWise based websites must transfer both the domain name over to Pure Energy Multimedia Ltd and permit Pure Energy Multimedia Ltd to switch the website hosting over to Pure Energy's servers. Pure Energy will transfer your domain and hosting on your behalf free of charge.

Customers can if they wish have a bespoke website (except for bespoke e-commerce sites) designed and built by Pure Energy to be hosted by a Web server of their choice. If the customer wishes to acquire Pure Energy's design and build services only, a one-time set-up fee of £100 will be charged for setting up FTP access etc.

Pure Energy Multimedia Ltd reserves the right to refuse service to anyone it deems fit. Pure Energy Multimedia Ltd will include its name in the copyright statement at the footer of each page on the website along with a hyperlink and/or graphic link to Pure Energy's website. In the event Pure Energy Multimedia Ltd wishes to cancel work with the customer after the 2nd proof, Pure Energy Multimedia Ltd will return any deposits paid and surrender all supplied materials back to the customer.

### **Acceptance Of Agreement**

You attest that you are of legal age to enter into this agreement. You acknowledge that you have read this agreement and agree to all its terms and conditions. You have independently evaluated the desirability of the service and are not relying on any representation agreement, guarantee or statement other than as set forth in this agreement.

Each of the clauses of these terms and conditions shall be construed separately (unless otherwise stated) and independently of each other. Invalidity of any one part shall not affect the validity of any other part.

This agreement shall be governed by the laws of England and you agree to submit to the exclusive jurisdiction of the English courts.

### **Footnotes**

1. Multiple proofs is defined as a maximum of 4 separate designs.
2. Minor is defined as "up to the total of 2 hours of work".

# pure energy

multimedia

**Agreement of Service:**

I \_\_\_\_\_, authorised by the company \_\_\_\_\_, agree to

Pure Energy Multimedia Ltd Terms and Conditions associated with acquiring Pure Energy Multimedia Ltd's Web Development & Design Services.

**Breakdown of Costs:**

**Design & Build Cost Estimate:**

£

**Total Initial Cost:**

£

**Domain name Registration Fee(s) (if any):**

£

**Deposit of (up to) 25%:**

£

**Web Hosting Fee(s) (if any):**

£

**Amount Paid:**

£

**Monthly SiteWise Fee (if required):**

£

**Payment Reference:**

**Website Update Fee(s) (if any):**

£

**Total Cost Remaining:**

£

**Other Fee(s):**

£

**Customer - Authorised Signature:**

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

**Pure Energy Multimedia Ltd - Authorised Signature:**

Signed: \_\_\_\_\_

Date: \_\_\_\_\_