

DASHER WEBSITE DESIGN (PTY) LTD CONTRACT

info@dasher.co.za | <https://dasher.co.za> | 064 900 8997





By completing your order on our website you are agreeing to the terms of the following contract between yourself and Dasher Website Design (PTY) Ltd.

Services:

Only the services that you have selected are applicable on this contract.

Standard Website Design: As described on our website.

eCommerce Website Design: As described on our website.

Website Hosting: As described on our website.

Add-Ons:

Only the add-ons that you have selected are applicable on this contract.

Additional Pages: As described on our website.

Advanced on-site Search Engine Optimisation (SEO): As described on our website.

Advanced Performance Optimisation: As described on our website.

Google My Business Setup: As described on our website.

CloudFlare CDN: As described on our website.

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 (the client), are hiring Dasher Website Design (PTY) Ltd (“We or Us”) to:

- Design and develop a web site
- Host and maintain the website (if applicable)
- Perform additional add-on services (if applicable)

The total costs of your project would have been calculated at checkout on our website.

What do both parties agree to?

You: You have the authority to enter into this contract on behalf of yourself, your company or your organisation. You’ll give us the assets and information we tell you we need to complete the project. You’ll do this when we ask and provide it in the formats we ask for. 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.

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 create designs iteratively and use predominantly HTML and CSS so we won't waste time mocking up every template as a static visual. We may use visuals to indicate a creative direction (colour, texture and typography.) We call that 'atmosphere.'

You'll have plenty of opportunities to review our work and provide feedback. We'll either share a development site with you and we'll have regular, possibly daily contact.

If, at any stage, you change your mind about what you want to be delivered and are not happy with the direction our work is taking you'll pay us in full for the time we've spent working with you until that point and terminate this contract.

Text content

Unless agreed separately, we're not responsible for inputting text or images into your content management system. You are required to provide us with all of your website content before we start working on your project.

Graphics and photographs

You should supply graphic files in a vector digital format. You should supply photographs in a high resolution digital format. Photographs need to be appropriately sized.



HTML, CSS and JavaScript

We deliver web page types developed from HTML 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.

We test our work in current versions of major desktop browsers including those made by Apple (Safari), Google (Chrome), Microsoft (Edge), Mozilla Firefox and Opera. We'll also test to ensure that people who use Microsoft Internet Explorer 11 for Windows get an appropriate experience. We won't test in other older browsers unless we agreed separately. If you need an enhanced design for an older browser, we can provide a separate estimate for that.

Mobile browser testing

Mobile browser testing Testing using popular smaller 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. We test our designs in:

iOS 9: Safari, Google Chrome Android: Google Chrome on Android Emulator

We won't test in Blackberry, Opera Mini/Mobile, specific Android devices, Windows or other mobile browsers unless we agreed separately. If you need us to test using these, we can provide a separate estimate for that.



Website Maintenance and Support

We provide support for the basic hosting package that we provide alongside our website design services. We will set up email accounts for you. We will ensure that your website stays online. We will keep your website up-to-date. Our standard management package does not include monthly services like making changes to your website.

Search engine optimisation (SEO)

We don't guarantee improvements to your website's search engine ranking, but the web pages that we develop are accessible to search engines.

Changes and revisions

We don't want to limit your ability to change your mind. On our standard package you will be allowed unlimited revisions to the design we present you with for a period of 7 working days, after which you will be billed at our standard hourly rate. Revision requests need to be grouped together and sent to us in a single email. We will not work on revisions piece-by-piece.

Legal stuff

We'll carry out our work in accordance with good industry practice and at the standard expected from a suitably qualified person with relevant experience.

That said, 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.

Your liability to us will also be limited to the amount of fees payable under this contract and you won't be liable to us or any third-party for damages, including lost profits, lost savings or other incidental, consequential or special damages, even if we've advised you 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.

Intellectual property rights

Just to be clear, “Intellectual property rights” means all patents, rights to inventions, copyright (including rights in software) and related rights, trademarks, service marks, get up and trade names, internet domain names, rights to goodwill or to sue for passing off, rights in designs, database rights, rights in confidential information (including know-how) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which subsist or shall subsist now or in the future in any part of the world.

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. When you provide text, images or other artwork to us, you agree to protect us from any claim by a third party that we’re using their intellectual property.

We guarantee that all elements of the work we deliver to you are either owned by us or we’ve obtained permission to provide them to you. When we provide text, images or other artwork to you, we agree to protect you from any claim by a third party that you’re using their intellectual property. Provided you’ve paid for the work and that this contract hasn’t been terminated, we’ll assign all intellectual property rights to you as follows:

You’ll own the website we design for you plus the visual elements that we create for it. We’ll give you source files and finished files and you should keep them somewhere safe as we’re not required to keep a copy. You own all intellectual property rights of text, images, site specification and data you provided, unless someone else owns them.



We'll own any intellectual property rights we've developed prior to, or developed separately from this project and not paid for by you. We'll own the unique combination of these elements that constitutes a complete design and we'll license its use to you, exclusively and in perpetuity for this project only, unless we agree otherwise.

Displaying our work

We love to show off our work, so we reserve the right to display all aspects of our creative work, including sketches, work-in-progress designs and the completed project on our portfolio and in articles on websites, in magazine articles and in books.

Payment schedule

We're 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.

On any standard website design and hosting packages we require full payment before we start. This payment will be refundable only in cases where we cannot deliver according to your mandate that you have to provide us before we start on your project. All refunds will be subject to a 10% processing fee.

We issue invoices electronically. We accept monthly payments only through PayFast. For larger one-time payments we may provide you with our banking details for making an EFT. You agree to pay all charges associated with international transfers of funds. The appropriate bank account details will be printed on our electronic invoice. We reserve the right to charge interest on all overdue debts at the rate of [percentage] per month or part of a month.



But where's all the horrible small print?

Just like a parking ticket, neither of us can transfer this contract to anyone else without the other's permission.

We both agree that they will adhere to all relevant laws and regulations in relation to our activities under this contract and not cause the other to breach any relevant laws or regulations.

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 English and Welsh courts.

The dotted line

By placing an order on our website, you agree to the terms of this contract, and you agree that you have read and agreed to our terms of service.