

Service Agreement

Terms and Conditions

Background

- A. RapidWebSites is a design, business development and marketing business that designs, redesigns, builds and maintains websites, logos and stationery for Clients.
- B. This agreement sets out the rights and obligations of Clients and RapidWebSites.

Definitions

Client means person or organisation to which RapidWebSites provides services, which is a party to this agreement.

Parties means Client and RapidWebSites.

Confidential information means information that is stated to be confidential or information which a reasonable person would consider confidential.

Services include designing, redesigning, building and maintaining websites, logos, stationery or other works carried out by RapidWebSites.

Google / Google AdWords / Search Engine means Google and Google AdWords except to the extent that you have specifically instructed us (and we have agreed to) manage your account in relation to a non-Google search engine in addition to (or in substitution of) Google.

1. General

- 1.1. These terms and conditions constitute the whole agreement between a Client and RapidWebSites.
- 1.2. This agreement can only be varied by a Client and RapidWebSites, in writing.
- 1.3. A Client is deemed to have accepted these terms and conditions by:
 - a) returning a signed copy of this agreement in electronic or hard copy form;
 - b) using the services of RapidWebSites after being provided this agreement in electronic or hard copy or after visiting the RapidWebSites website page containing service and agreement conditions.
- 1.4. Clients are responsible for providing RapidWebSites with accurate and timely information.
- 1.5. Clients are responsible for supplying website content unless otherwise stated in the specifications contained in a written quote or works schedule.
- 1.6. RapidWebSites is not obliged to provide any services unless these are contained in the specification in the written quote or works schedule.
- 1.7. RapidWebSites may decline to provide services.
- 1.8. RapidWebSites warrants that it will provide services in a professional and workmanlike manner.
- 1.9. RapidWebSites cannot guarantee listings or rankings on search engines.
- 1.10. The liability of RapidWebSites is limited to the cost of its services or providing those services again, to the extent permitted by law.

- 1.11. Any term that is deemed unenforceable can be severed from this agreement and the remainder of this agreement will remain valid.
- 1.12. Dates and times quoted for supply of services are provided in good faith and are approximate only.
- 1.13. RapidWebSites may engage other professionals or contractors to provide services to Clients, where RapidWebSites determines it appropriate to do so.
- 1.14. RapidWebSites may place a hold on hosting services if any accounts remain unpaid in excess of 30 days.

2. Intellectual Property

- 2.1. The Client will retain intellectual property held prior to entering into this agreement.
- 2.2. The Client agree to indemnify RapidWebSites for any breach of copyright or intellectual property.
- 2.3. RapidWebSites will retain intellectual property in material that it creates or develops, including through contractors.

3. Confidentiality

- 3.1. The parties agree not to disclose confidential information except if permitted by law or as agreed.
- 3.2. RapidWebSites may disclose confidential information for the purposes of providing services to Clients, including to other professionals or contractors.
- 3.3. RapidWebSites may use Client information for marketing purposes providing that it does not disclose a Client's personal information or business trade secrets.

4. Remuneration

- 4.1. The Client shall pay RapidWebSites the fees agreed or set out in the written quote or works schedule.
- 4.2. Fees are based on the specifications provided by a Client and additional fees will be payable for additional work, at the same hourly rate that applies to web maintenance.
- 4.3. Additional web development fees may become payable when:
 - a) a Client requires additional work or services not agreed upon;
 - b) work needs to be done which was not anticipated; or
 - c) a Client requires multiple design drafts or repeated changes which significantly increases the work required.
- 4.4. RapidWebSites will consult a Client before charging any fees additional to those specified in the written quote or works schedule.
- 4.5. RapidWebSites will account to Clients for any additional fees.
- 4.6. The balance of payment for services will become due and payable upon request if a Client fails to provide the content necessary to complete a website within 28 days of entering this agreement.
- 4.7. Expenses such as annual domain registration, hosting set up fee, website hosting, merchant account or shopping cart fees are additional to the agreed fee.
- 4.8. Service fees are due as follows:
 - a) 40% after initial consultation and once work is commenced.
 - b) 40% when initial design works or web build is presented to a Client for review.

- c) 20% once works are completed or before the website is uploaded and made live.

5. Web Maintenance Fee

- 5.1. A web maintenance fee is due where work is done updating a Client's website, Facebook page or other service.
- 5.2. Any web maintenance fee is due on the month it was incurred.
- 5.3. No fee will be charged in a month where no updating is necessary unless on Monthly Ongoing Service Plan.
- 5.4. Any Ongoing Service Plan is for the minimum period specified as the Contract Period commencing on the Commencement Date and shall be paid by monthly debit or credit card subscription.
- 5.5. The Client agrees to pay the full minimum period for an Ongoing Service Plan.
- 5.6. Should the Client wish to cancel the Ongoing Service Plan prior to the ending of the Contract Period then any pro-rata balance shall be deducted from the debit or credit card on record. The Client agrees to pay any overdue balance.

6. Database, Application and E-Commerce Development

- 6.1. RapidWebSites cannot take responsibility for any losses incurred by the use of any software created for the Client. Whilst every care has been taken to ensure products are problem free and accurate, the ultimate responsibility lies with the Client in ensuring that all software is functioning correctly before use.
- 6.2. Any scripts, cgi applications or software (unless specifically agreed) written by RapidWebSites remain the copyright of RapidWebSites and may only be commercially reproduced or resold with the permission of RapidWebSites.
- 6.3. Where applications or systems are to be developed it is the Client's responsibility to provide a suitable testing environment which is identical to the final production environment or to seek any information, additional software or support pertaining to the operation of the applications or systems.
- 6.4. The Client shall fully test any website, application or programming relating to a site developed by RapidWebSites before being made generally available for use. Where "bugs", errors or other issues are found after the site is live, RapidWebSites may charge a fee for services.

7. Google AdWords

- 7.1. The Initial Month is payable in full before the setup of your Google AdWords accounts will begin.
- 7.2. The Management Fee for your Google AdWords account will be charged in advance on a monthly basis.
- 7.3. RapidWebSites will invoice you monthly for the Adwords management fee agreed on. Your second invoice will fall two weeks after your first to ensure your account is kept up to date at all times you must pay by the due date.
- 7.4. RapidWebSites reserves the right to stop managing your Google AdWords account and terminate this Agreement at any time by written (or email) notice to you. If this occurs your RapidWebSites monthly management fee will stop immediately and no further payments will be charged.
- 7.5. If you decide to cancel RapidWebSites management of your AdWords accounts you will be liable to pay the remainder of your contract. Payment must be made within 7 days, if you are already out of contract then we require 30 days notice in writing to cancel our management services.

- 7.6. Upon cancelling RapidWebSites management, all amounts owing to RapidWebSites will need to be paid in full; any outstanding amounts will be due within 7 business days of cancellation.
- 7.7. All prices quoted on our website including emails and proposals are in Australian dollars and are GST exclusive.
- 7.8. RapidWebSites reserves the right to engage a debt collector at your expense if there are any unpaid invoices overdue by 30 days.
- 7.9. By entering this Agreement with RapidWebSites you give us permission to access your Google AdWords account for management purposes.
- 7.10. If you wish to suspend or cancel your RapidWebSites management of your AdWords accounts at any time then please let us know in writing by email to design@rapidwebsites.net
- 7.11. RapidWebSites AdWords management (with RapidWebSites management fees) is a separate service from the "per click" fees that Google AdWords will charge you. Cancellation of your RapidWebSites AdWords management does not automatically stop your Google AdWords advertising from running and incurring Google AdWords "per click" fees. RapidWebSites will not be liable for any amounts that Google AdWords charges you following the cancellation of your management with RapidWebSites. If you wish to cease advertising online at the same time that you cancel your RapidWebSites management, please notify us in writing so that we can cancel your Google Adwords online advertising as well.
- 7.12. For clarity, please note that RapidWebSites is not Google, Google AdWords, Facebook or Yahoo.
- 7.13. RapidWebSites do not guarantee any particular rate of return or performance of any online advertising on Google AdWords (including but not limited to any particular search results page/s or rankings). We cannot be held responsible for commercial outcomes which are associated with the Internet marketing or management of your Google AdWords account for your business and/or websites.
- 7.14. RapidWebSites is not insuring or underwriting your chosen business model. You acknowledge that internet services are inherently subject to technical failures and disruptions from time to time.

8. Hosting Payment Policy & Billing Procedures

- 8.1. All websites and email services require third party hosting.
 - a) Hosting services and accounts are set up on a pre-payment basis.
 - b) Pricing is guaranteed for the term of pre-payment only and maybe subject to change from time to time.
 - c) Payment is due each anniversary or period following the date the account was established.
- 8.2. Hosting services may be suspended if payment has not been received 14 days prior to the expiry date.
- 8.3. The customer is responsible for all money owed on the account from the time it was established to the time that the customer notifies RapidWebSites to request termination of services.

9. Liability and Indemnity










- 9.1. The Client agrees that RapidWebSites, and its officers, employees and contractors shall not be liable to the Client or its Clients, officers and employees or contractors or any other entity for any Claims whatsoever:
 - a) in relation to provision or non-provision of the Services or arising from any act or omission by RapidWebSites relating to the Services;

- b) arising from any act or omission of any third party, including the unavailability or performance of any search engine, relevant internet interface or database or the listing or ranking of any of the Client's websites;
- c) in relation to the use of any documents, images, graphics, text or code;
- d) in the event that any transaction contemplated by the Client does not proceed;
- e) or in relation to acts or omissions of the Client or any third party,
- f) and the Client shall and hereby does indemnify and hold RapidWebSites and its officers, employees and contractors harmless from all such Claims. In this agreement "Claim" means any claim, expense, demand, action, suit, proceeding, loss or damage of any kind or character (including without limitation for legal costs or special, indirect, punitive or consequential damages, loss of profit or business opportunity or payment of liquidated sums).

9.2. If the whole or any part of a provision of these Terms and Conditions are void, unenforceable or illegal in a jurisdiction then such part shall be severed for that jurisdiction. The remainder of the Terms and Conditions have full force and effect and the validity or enforceability of that provision in any other jurisdiction is not affected. This clause has no effect if the severance alters the basic nature of the Terms and Conditions or is contrary to public policy.

By signing this service agreement, you acknowledge that you are:

- the owner of the specified business and authorised to uphold and engage in this agreement, or
- an authorised representative of the specified business and authorised to uphold and engage in this agreement.

Website Domain Name		
Name of Trust/Company/Business		
Address		
Telephone Number		
Email Address		
Contract Period	Min 12 months from Commencement Date (if applicable)	
Commencement Date	/ /	
Google Adwords Daily Budget		
Name of Person / Director		
Signature of Person / Director		
Date	/ /	

EXECUTED by the Client in accordance with relevant law: