

# Client – Website Proposal, Quotation and Agreement (as dated)

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## 1. Introduction

Client needs and summary of proposed solution.

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## 2. Key Design and Technical Features

### Design Features

- Back-end Content Management Systems (CMS) permitting you to update your own website. (Uses the WordPress platform, the most widely used and extensively developed CMS available.)
- Responsive design: website adjusts automatically to different screen widths, and is also compatible with tablets and mobile devices.
- Attractive, landing (home) page with easy, intuitive navigation menus and a large image slideshow linking to the selected services you wish to highlight.
- Social networking integration, with e.g. Facebook, Twitter, LinkedIn.
- Range of modern features including, as required: integrated Google location maps; contact and/or newsletter signup forms; PDF downloads for user content; password protected pages for, e.g. private, client-specific content.

### Technical Features and Advantages

- Search Engine Optimisation (SEO) module to ensure site is SEO compliant. (Please note that I do not guarantee search page rankings.) Website also automatically submits self-generated site-map to Google and other main search engines on a scheduled basis.
  - Automated website backup module for added security; can email full site and database backups to you on a scheduled basis.
  - Complies with EU Cookies Law.
  - Compatibility with all major web browsers. Page optimisation for rapid browser load.
  - Fully modular for easy expansion of functionality in future.
  - Theme-based design permits rapid redesign of each website in future, if required.
  - Security and performance advantages, as theme and code modules can be updated, in order to account for new threats or web browser updates.
  - Additional key security features (as available depending on your web host). Please see my website for details.
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## 3. Website Specifics

- I have suggested several example design themes, of which we have identified this to be most suitable to your needs:  
(identified theme)
- Website pages to include:
  - Home Page;
  - About client; Contact details, mail form and location map; Testimonials;
  - Client products pages as required.
  - Other pages as required.
  - Site Map; News Index (which you can then use to post your own news articles);
  - Terms and Conditions; Privacy Statement.

- Quotation assumes all content text is supplied by client.
  - Photography either from client, MDM or stock image libraries (see Photography section).
  - Logos of professional affiliations to be included appropriately (up to agreed number).
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#### 4. Work Specification

- Setup and configuration of new (or configuration of existing) web hosting account (see Hosting section below).
  - Installation and configuration of WordPress platform and back-end database. (WordPress is open-source software, and hence does not incur any additional cost. I do not use third party service providers for my websites – all installations are fully bespoke on your own hosted web space; hence you maintain full ownership and control of your website.
  - Installation and configuration of design theme files and code modules. (Cost of theme code is included in this quotation.)
  - Development of website: design; content; page structure; navigation; theme customisations; installation and configuration of design and technical features as detailed in Sections 2 and 3.
  - (If required) SEO page optimisation for selected keywords for home page and specific products pages.
  - 1 hour face to face training in the use of the WordPress Content Management System.
  - A workflow record of theme customisations, and a record of all configuration parameters, logins and passwords will be provided.
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#### 5. Website Hosting

- I use a recommended and trusted provider (1 and 1 Internet) to host my websites. After looking at your current web hosting account, I will advise either to develop the new website in situ, or to change to 1 and 1 Internet, in which case I may need to initiate a domain name transfer accordingly.
  - If a new hosting account with 1 and 1 Internet is used, this will be set up in your name, and hosting fees are payable by you via credit card. 1 and 1 Internet retain your card details and future payments are taken automatically. You hence maintain full ownership of and control over your website and domain names. 1 and 1 Internet currently charge £2.49 + VAT per month for an appropriate hosting package (also includes email accounts).
  - You may also wish to register additional domain names for your new website as required. Currently, domain names cost £2.99 + VAT per year to register. Registration fees are payable by you.
  - I do not charge any commission for web hosting or domain registration.
  - If you choose to remain with your existing web host, it may be necessary to purchase additional services necessary to run a WordPress-based website. This is payable by you.
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#### 6. Photography

##### Your own images

- For your own images used on your website, I will ensure they are web optimised and colour corrected (I use fully colour-calibrated computer monitors for my work); this, providing the images are of sufficient quality to begin with. I will advise as necessary.

##### Photography by Mat Mackenzie (MDM)

- Optional. If you wish to use any of my own photography on your website, a fee will be agreed per image for indefinite use, and restricted to your single website use only. (My images may not be reused, redistributed or resold, and photographic copyright remains with me.)

## Stock Images

- Optional. It may be necessary to purchase some stock images in order to complete the website. Prices vary, but are typically a few pounds per image for web resolution photographs. I will invoice you for any stock images I need to purchase during the course of my work. If you wish, I will ask you before making any such purchases.
  - I do not charge commission on purchases of stock photography.
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## 7. Costs

### Website Development

- **As calculated** (up to agreed number of hours work.)
  - In rare cases, a client may require significantly increased size or scope of a website from that anticipated when a quotation is made. Whilst I always endeavour to absorb some additional work into my quoted cost, for additional features or ongoing changes/additions above the agreed total time, a separate quotation for additional work may be required; this, based on my standard rate of £45 per hour.
  - This quotation is based on the amount of time it has previously taken for me to develop similar size and specified websites.
  - Hosting and photography costs additional, as previously outlined.
  - Please also note costs for optional/additional services as outlined in Section 8.
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## 8. Optional / Additional Services

Optional and additional services you may require, which are not included in this quotation and agreement. You are of course free to maintain your own website, or engage another developer to do so, if you wish. Full control and ownership of your website remains with you.

- Website maintenance. After website completion, technical maintenance work is advisable periodically for security and performance reasons, and includes upgrading to latest versions of WordPress, plugins and theme code files.
  - Further website development. Any future developmental changes to the structure, design and content of your website, as required.
  - Staff training. One-to-one staff training in the use of the WordPress Content Management System (in addition to the 1 hour included). Alternatively, documentation and instructions are available online.  
(The above are all based on my rate of £45 per hour.)
  - Commercial photography. (Daily and half-day rates negotiable.)
  - Google Adwords online marketing campaigns. If you would like to consider a Google Adwords campaign to promote any of your websites, details and cost of my services are provided on my website.
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# Agreement Terms and Conditions

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## Entire Agreement

- This agreement contains the entire understanding between Mat Mackenzie (MDM) and Client Name (CN). It replaces any prior agreements that may have been made.

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## Payment and Schedule

- An initial deposit of £(as agreed) is required in advance along with signed acceptance of this agreement. CN will be invoiced for the balance of £(as quoted) (plus any other monies for optional/additional work) upon completion (website launch). This balance is payable within three weeks of date of invoice.
- For any optional work, additional to that covered in this quotation, my current rate of £45 per hour is guaranteed until the end of (date as agreed).
- There is no agreed completion date. However, work will be carried out by MDM in a timely manner, prioritising when required. Final completion date will also depend on turnaround time for content and information requests to CN by MDM. MDM will not be liable for costs incurred, compensation or loss of earnings due to the failure to meet agreed deadlines.
- CN will be provided with password access to the new website, in order to view it as it is being built.

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## Ownership and Responsibilities

- (If applicable) Website will utilise a hosting account set up with 1 and 1 Internet (CN will maintain full ownership of this hosting account. Hosting fees are payable by CN directly. MDM will set up this account on behalf of CN and will require payment details to do so. Although future payments should be taken automatically, CN is responsible for monitoring renewal dates and ensuring payments are made. Your website hosting contract will be with 1 and 1 Internet. Their Terms and Conditions are available here: <http://www.1and1.co.uk/Gtc>
- MDM is to be provided with full and unrestricted access to web hosting account, necessary to conduct his work. After completion of work, CN may remove MDM's access to the hosting account and website CMS if desired.
- CN is responsible for ensuring MDM is supplied with content material in a timely manner.
- All domain names and contents of website to be property of CN. (Excludes photographic copyright for any images taken by MDM.)
- This quotation and agreement does not include a maintenance contract. CN is responsible for monitoring the availability of website code updates via the website content management system, and either making the updates or requesting this work is carried out on their behalf. It is important to keep your WordPress website code files up-to-date for security reasons.

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## Limitation of Liability

- MDM will not be liable for any damages or losses, financial or otherwise, to CN, its partners, clients, heirs or any third parties, resulting directly or indirectly from circumstances outside his control, including but not limited to: host server downtime, errors or faults due to web host; failure by CN to renew hosting account; current or future programmatic errors or incompatibilities within the WordPress engine, plugins or themes code; computer viruses, malware, malicious software or hacking attacks; copyright infringement in content supplied by CN, any other unforeseen circumstances.

- Websites to be checked and verified by CN as functional and correct before launch. Launch implies this has occurred satisfactorily. MDM will not be liable for any damages or losses, financial or otherwise, to CN, its partners, clients, heirs or any third parties, resulting directly or indirectly from inconsistencies, omissions, errors or copyright infringements within the website discovered or occurring after launch.

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**Termination**

- In the very unlikely event that MDM is unable to complete the agreed work for CN for any reason, e.g. ill health or unforeseen technical issues, MDM's liability is limited to a refund to CN of the £(as agreed) deposit paid. In this case, any and all part completed work by MDM remains the property of CN (excluding MDM's photographic copyright).
- Should CN wish to terminate this agreement before completion of work by MDM, payment settlement to MDM is required according to the proportion of work already completed at the time, with a minimum settlement of the £(as agreed) deposit. In this case, any and all part completed work by MDM remains the property of C (excluding MDM's photographic copyright).

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**Declaration**

I have read, fully understand and agree to the terms of this proposal, quotation and agreement on pages 1-5.

Name .....

Signed .....

Date .....