



BRAND BOOTCAMP (BESPOKE)

Terms & Conditions

The details below form the basis of a contract between us, The Good Alliance Global Pty Ltd and you, the purchaser of the Brand Bootcamp (Bespoke) program.

Summary

We will always do our best to fulfil your needs and meet your goals, but sometimes it's best to have a few things written down so that we both know what's what, who should do what and what happens if stuff goes wrong. In this contract you won't find complicated legal terms or long passages of unreadable text. We have no desire to trick you into signing something that you might later regret. We do want what's best for the safety of both parties, now and in the future.

In short

By purchasing this product, you (the purchaser) are hiring us (The Good Alliance Global Pty Ltd) located at 245/71 Beeston Street, Brisbane, Australia to design and develop your brand and website for the estimated total price as outlined in our proposal. Of course it's a little more complicated, but we'll get to that.

What Do Both Parties Agree To Do?

As our customer, you have the power and ability to enter into this contract on behalf of your company or organisation.

You agree to provide us with everything that we'll need to complete the project as and when we need it and in the format we ask for.

You agree to review our work and provide feedback in a timely manner too. Deadlines work two ways and you'll also be bound by any dates that we set together.

You also agree to stick to the payment schedule set out at the end of this contract.

We have the experience and ability to perform the services you need from us and we will carry them out in a professional and timely manner.

Along the way we will endeavour to meet all the deadlines set but we can't be responsible for a missed launch date or a deadline if you have been late in supplying materials or have not approved or signed off our work on-time at any stage.

Getting Down to the Nitty Gritty

Design

This package includes design of a bespoke logo, business card and letterhead. As well as a design of your Wordpress website.

We approach design as an iterative process, and your entire project will be broken down into 5-6 stages. Within each stage you will have the opportunity to provide feedback and guide the design process.

To help us understand and implement your feedback correctly, you will be asked to provide feedback at each stage within a single email or message. We'll explain how to do this at the beginning of the project, and at each stage help you understand what you should be looking for and how to provide effective feedback.

If you require more exploration and creative revisions than we've initially allotted in the project plan, let us know and we'll happily provide an estimate for the additional work.

Small updates to the design or content of your website can be requested as part of your monthly support time. However if major design changes are required, we will need to provide you with an estimate for the additional work.

HTML and CSS Layout Templates

If the project includes HTML markup and CSS templates, we'll develop these using valid HTML and CSS code. The landscape of web browsers and devices changes regularly and our approach is to look forward, not back.

With that in mind we will test all our markup and CSS in current versions of all major desktop browsers to ensure that we make the most from them. Users of older or less capable browsers or devices will experience a design that is appropriate to the capabilities of their software.

We do not cater for people using Microsoft Internet Explorer 6 and cannot predict the behaviour of that browser.

We will also test that these templates perform well on Apple's iPad. We will not test old or abandoned browsers, for example Microsoft Internet Explorer 6 or 5.5 for Windows or Mac, previous versions of Apple's Safari, Mozilla Firefox or Opera unless otherwise specified. If you need us to consider these older browsers, we will charge you at our standard old browser rate for any necessary additional design work, development and testing.

Text Content

We will help you understand what content needs to be created for your website. However you are responsible for creating that content.

If content creation is not your sweet spot, let us know and we will be happy to add this to the scope of the project, but it is not included in this agreement and would need its own agreement.

Text content must be provided in the format of our choosing (most likely Google Docs), in its final form.

To ensure timely delivery of your project, inputting of text will only be carried out by our team one (1) time and at one sitting. Any revisions after this can be carried out by you inside WordPress after the site is launched. Since we will be training you in how to edit your content this should require minimal time and effort on your part.

As not to inhibit the creative process and to make sure we deliver on your goals, if supplied text is incomplete we will fill any gaps with 'Lorem Ipsum' dummy text as a placeholder.

Imagery

You will supply us photographs in digital format. If required we can source between 3-5 royalty free stock imagery from our existing stock libraries. If you require additional stock imagery we can suggest appropriate vendors for you to source directly.

Changes and Revisions

We know from plenty of experience that fixed-price contracts are rarely beneficial to you, as they often limit you to your first idea about how something should look, or how it might work. We don't want to limit either your options or your opportunities to change your mind.

The prices in this document are based on the amount of work we estimate we'll need to accomplish everything that you have told us you want to achieve.

If you do want to change your mind, add extra pages or templates or even add new functionality, that won't be a problem. However, you will be charged accordingly and these additional costs will need to be agreed to before the extra work commences.

This additional work will affect deadlines and they will be moved accordingly. We'll be up front about all of this if and when it happens to make sure we're all on the same page before proceeding.

We may also ask you to put requests in writing so we can keep track of changes.

If the nature or functions of the project change significantly throughout the process, we reserve the right to deem the current project cancelled. At this point you will pay us in full for all the work we have done and may commission us to complete the new project based on the new requirements. This will require a new quote and contract.

Technical Support

We will set up an account on your behalf with our hosting provider, and take care of the initial technical setup and development of your website.

Included in your monthly fees is a subscription to our [Web Maintain](#) website maintenance plan. You'll receive all of the benefits of this plan each month just as you would as if you signed up to the plan separately... including up to 30 mins of support time every month.

This means if you have any problems or questions about your website, you can simply email us at help@thegoodalliance.org and we'll do our best to help you out.

Legal stuff

We can't guarantee that the functions contained in any web page templates or in a completed website will always 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 arising out of the operation of or inability to operate this website and any other web pages, even if you have advised us of the possibilities of such damages.

If any provision of this agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions.

Phew!

Copyrights

You guarantee to us that any elements of text, graphics, photos, designs, trademarks, or other artwork that you provide us for inclusion in the website are either owned by your good selves, or that you have permission to use them.

When we receive your final payment, copyright is automatically assigned as follows:

You own the unique combination of words, fonts, layout and colour that we use to create your logo.

We'll give you a copy of these files and you should store them really safely as we are not required to keep them or provide any native source files we used to make them.

You also own text content, photographs and other data you provided, unless someone else owns them.

We own the Intellectual Property (ie. the templates, resources or processes) behind the creation and presentation of your work, and reserve the right to use them on this and any project in the future.

We own the markup, CSS, layouts and other code used on your website and we license it to you for use on this project only. Which essentially means that once we build you a website, you can't duplicate that site and sell it off as a template to compete with us.

We love to show off our work and share what we have learned with other people, so we reserve the right to display and link to your completed project as part of our portfolio and to write about the project on websites, in magazine articles and in books about design.

Payments

The full price of this package is \$7000 USD, if paid upfront and in advance. If you have selected the payment plan option, the total price is \$7800 USD, and 12 x monthly payments of \$650 USD will be taken automatically from your chosen payment method.

All proposals are quoted in Pounds Sterling and payments will be made at the equivalent conversion rate at the date the transfer is made.

You agree to pay all charges associated with international transfers of funds.

But where's all the horrible small print?

Just like a parking ticket, you can't transfer this contract to anyone else without our permission. 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 the courts of Australia.