

23 September 09

## Contract for Services

### General

#### Services.

Iron Horse will design, develop and manage the Client's website and associated email services in return for a fixed monthly fee.

#### Costs.

An agreed monthly fee will be levied for an agreed Term. At the conclusion of the Term the services will continue on a month-by-month basis or the Client may terminate at any time with one month's notice. Upon termination the website – less any Iron Horse proprietary code – will be returned to the Client.

**Ownership.** The website is owned by Iron Horse for the duration of the agreed Term. Once the term is completed ownership reverts to the Client.

*(Please see our complete Terms and Conditions overleaf)*

### ***This Contract***

Between \_\_\_\_\_ (Client) and **Iron Horse**

The Client agrees

to pay \$ \_\_\_\_\_ per month

for a term of \_\_\_\_\_ months

For which **Iron Horse** will provide services as detailed overleaf.

Signed

\_\_\_\_\_

(for Client)

\_\_\_\_\_

(for **Iron Horse**)

\_\_\_\_\_

(Date)

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## Terms and Conditions

### 1. Website development

- a. The website will meet with the client's approval and provide all desired functionality before any invoice is raised.
- b. The website will render correctly on all major browsers, including but not limited to:
  - i. Internet Explorer (versions 7,8),
  - ii. Firefox (version 5)
  - iii. Safari (version 3.2),
  - iv. Opera
- c. The website will be developed in accordance with all reasonable and common standards.
- d. The website shall be designed to be used over Broadband connections.
- e. Iron Horse may freely use the Client's website for promotional purposes.
- f. All costs for the initial development of the website are included in the monthly fee.
- g. Further enhancements *may* depending on the effort required, require the payment conditions to be revised.

### 2. Website Hosting

- a. All hosting and data traffic charges are included in the monthly fee.
- b. Iron Horse will host using its own servers.
- c. The servers hosting our Client's websites are guaranteed to be available 99.5% of the time.
- d. Periodic maintenance will be performed on Thursdays, between 12:00AM and 01:00AM. The servers may be restarted during these times.
- e. Iron Horse shall be responsible for backing up Client websites and ensuring that at all times there is an off-site copy.

### 3. Content Updates.

- a. All costs for updating the website are included in the monthly fee.
- b. The client can advise content updates either verbally or in writing.
- c. Iron Horse will update the content within a reasonable timeframe and in a professional manner. This may include changes to the grammar/structure and correcting typographical and spelling errors.
- d. If the content reasonably appears to come from the client it will be deemed to come from the client.
- e. Content supplied by the client will be assumed to be free from copyright restrictions.
- f. Content is not to be illicit, illegal or damaging to the reputation of Iron Horse.

### 4. Search Engine Optimisation

- a. All costs for optimizing the website are included in the monthly fee.
- b. Iron Horse will endeavour to optimise the client's website so that Google NZ searches using specific key phrases will return the website on the first page. This target is usually achieved unless the key phrases are too broad or there are paying competitor websites.
- c. Iron Horse will work with the client to determine appropriate key search phrases.

### 5. Domain Name Reservation

- a. All costs for domain name registration are included in the monthly fee.
- b. Iron Horse will register an appropriate Domain Name where available.
- c. Where the Domain Name is already registered to the Client, it is the Client's responsibility to manage the A- and MX-record redirection as instructed by Iron Horse.

### 6. Email services

- a. All costs for email services are included in the monthly fee.
- b. Iron Horse will establish and maintain up to 20 **pop3** email accounts for the client.
- c. The client will require an email program (e.g. *Outlook* or *Outlook Express*) to use these email accounts. They are not (currently) web enabled.

## **Costs**

1. A monthly fee is agreed between the Client and Iron Horse.
2. A term is agreed between the Client and Iron Horse.
3. At the conclusion of the agreed term the ongoing services will continue to be provided for the same fee but the Client has the option to terminate the contract with a month's notice.
4. Payment is by invoice. The first invoice will be raised at the start of the month following the website going live and be for the month of the invoice.

## **Non-Payment**

1. Where payment is not received within the payment period specified on the invoice, Iron Horse reserves the right to terminate the contract and cancel the Client's web and email services.
2. A termination fee equaling the residual value of the contract (monthly fee x months outstanding) will be required before handing the website back to the client.

## **Termination**

1. The Client may terminate the contract at any time once the agreed term is complete.
2. Upon termination the current public view of the website will be cut to CD and provided to the client. The files on the CD will be limited to the HTML, CSS, Flash and image files and will not include proprietary Iron Horse scripts or compiled programs, database, content management systems, or other scripts or compiled programs which provide enhanced functionality. So there *may* be some loss of functionality (depending on the website).
3. The domain name will be available for transfer to a party nominated by the client for a period of 30 days.
4. There will be no refund or part refund of payment upon termination.
5. If the Client terminates the contract prior to the end date of the agreed term, they will be liable for a termination fee equaling the residual value of the contract (monthly fee x months outstanding). This must be paid before their website is returned and their domain name released.
6. Gross breach of email services (e.g. Spam) will result in immediate termination of services.
7. Content which is illicit, illegal, or damaging to Iron Horse's reputation, may result in termination of services.