

A thick dark grey vertical bar runs down the left side of the page. A yellow arrow points to the right from the bar at the date. In the bottom left corner, several thin, curved lines in dark grey and light grey sweep upwards and to the right.

8/7/2014

CLIENT CONTRACT

Website Design

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PARTICULARS AND TERMS

This website design agreement is between **TATU CREATIVES** and **TITUS NGATIA (on behalf of EFFORTLESS INSIGHT) (“Client”)**.

Project refers to the entire service bound by this contract.

Designer refers to the person, under **Tatu Creatives**, that will be directly involved in the development of the project.

PROJECT BRIEF

The client requires a website with the following particulars:

	Description
Package Name	Bronze Package
Domain Name	www.effortlessinsight.com
CMS	WordPress
Base Theme	Jupiter
Custom Scripting	Yes, Basic
Inclusive of Assorted Plugins	Yes
Number of Base Pages	5
List of Base Pages	<ol style="list-style-type: none">1. Home Page2. About3. Events4. Program5. Contacts
Extra Features	<ol style="list-style-type: none">1. Booking System2. Online Payment System3. E-Book/Downloads Management System4. Coming Soon Page
Custom Artwork (non-web development)	Yes, Basic
Languages	HTML5

ASSIGNMENT OF WORK

Tatu Creatives reserves the rights to assign other designers or subcontractors to the work to ensure quality and on time completion.

TERMS OF WORK

WORKING DAYS

Monday to Friday (except on Public Holidays or when stated otherwise, in which case advance notice will be given to the client).

WORKING HOURS

9am to 5pm (with the exclusion of Friday being 9am to 12 noon).

WORK TIMELINES

The project will be carried out as per the timeline described below. Each stage must be completed and reviewed in order to continue to the next stage.

A confirmation email shall be sent to the client to confirm the move to the next stage. The client must affirm the confirmation email.

The Days Assignment **do not include weekends**.

Phase	Description	Days Assigned
A	Signing of Contract and Payment of Deposit Amount (outlined in the Payment section). Selection of Base Theme Selection of Coming Soon Page Base Design	1
B	Purchasing of Domain Name and Hosting Installation of Base Theme	1
C	Coming Soon Page Implementation. The Client is allowed a maximum of two (2) changes. The first one on Day 2, and the other on Day 3. No further changes can be made after Day 3. The Client commits to an additional cost of KSh. 1,000/- per change , should he/she require a change in the Base Design. The Base Design cannot be modified on/after the 3rd Day. The Client commits to an additional cost of KSh. 7,000/- , should he/she require a change in the Base Design. Should such a situation occur, the number of the days left in the period will be reset back to seven (3) .	3
D	Designer works on the implementation of Base Theme. This is the Layout Design Stage. It shall <i>solely</i> focus on the layout design of the website. No backend functionality shall be developed at this stage. The Client is allowed to suggest changes to the Base Theme ONLY a maximum of two (2) times during this	7

period. Should such a situation occur, the number of the days left in the period will be **reset** back to **seven (7)**.

The Base Theme cannot be modified on/after the 7th Day. The Client commits to an additional cost of **KSh. 10,000/-**, should he/she require a change in the Base Theme. Should such a situation occur, the number of the days left in the period will be **reset** back to **seven (7)**.

Final Phase Output:

Draft 1

E	Draft 1 Review:	1
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The Client will be expected to visit Tatu Creatives premises for a meeting to review the first website draft.

F	Draft 1 Review Implementation:	7
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Changes suggested by the client shall be implemented by the Designer and reviewed by the Client upon communication from the Designer.

The Client is required to allow the Designer **adequate** time to implement changes. To enable this, the client is **only** allowed to make changes on the **3rd, 5th and 7th days**.

If a change is made on the **7th day**, an **extra two (2)** days are added to the Phase to enable the Designer implement the requested changes.

Changes cannot be made after the 7th Day. The Client commits to an additional cost of **KSh. 5,000/- per change**, should he/she require an extra change.

This is the **final stage** where the Client can be able to make changes to the design layout of the site.

Final Phase Output:

Draft 2

G Draft 2 Review: 1

The Client will be expected to visit Tatu Creatives premises for a meeting to review the second website draft.

H Backend Functionality Stage: 14

At this stage, the Designer will code the necessary backend requirements for the website.

This will include, **but not limited to:**

5. Booking System
6. Online Payment System
7. E-Book/Downloads Management System
8. Search Engine Optimization and Web Analytics setup (using Google Analytics)
9. RSS/Atom Feeds setup
10. Installation and Management of various advanced plugins

Reviews on this stage shall follow the following schedule:

Day 3	Booking System
Day 6	Online Payment System
Day 9	E-Book/Downloads Management System
Day 10	Search Engine Optimization and Web Analytics setup (using Google Analytics)
Day 11	RSS/Atom Feeds setup
Day 14	Plugins performance

A **maximum** of **one (1)** change is allowed for each feature. The Client commits to an additional cost of **KSh. 5,000/- per change**, should he/she require an extra change.

This is the **final stage** where the Client can be able to make changes to the functionality of the site.

	Final Phase Output:	
	Complete Website Design	
/	Final Website Design Review:	1
	The Client will be expected to visit Tatu Creatives premises for a meeting to review the final design of the website.	
J	Content Management Training:	1
	The Client shall be taken through the process of managing content in the site.	
	All content uploaded to the site from this stage henceforth shall be handled by the Client.	
K	Maintenance:	10
	Tatu Creatives shall provide maintenance to the site for an extra period of 10 days to monitor site performance among other things.	
	END: TOTAL NUMBER OF DAYS	47

PAYMENTS

INVOICE

ITEM	COST	QTY	AMOUNT
1 Website – Bronze Package: Inclusive of Domain Name and Hosting from Deep Africa	36,900.00	1	36,900.00
TOTAL			<u>36,900.00</u>

EXTRA SERVICES REQUESTED

ITEM	COST	QTY	AMOUNT
1 Facebook Cover Picture	5,000.00	1	5,000.00
2 Coming Soon Page	5,000.00	1	5,000.00
3 Stock Pictures from Paid Online Catalogue	2,000.00	1	2,000.00
TOTAL			<u>12,000.00</u>

TOTAL SERVICE COST (NOT INCLUSIVE OF EXTRA COSTS)

ITEM	COST	QTY	AMOUNT
1 Website Package Cost	36,900.00	1	36,900.00
2 Extra Services Requested	12,000.00	1	12,000.00
TOTAL			<u>48,900.00</u>

EXTRA COSTS

The Client is expected to **pay for all** extra costs **BEFORE** proceeding to the next Development Phase.

EXTRA COSTS INCLUDE

Extra costs include, but not limited to:

1. Changes to the design (any change above the maximum allowable number of changes per service).
2. Custom Artwork i.e. logos, Facebook cover pictures, pictures, etc.
3. Custom Website Content created by Tatu Creatives i.e. blog posts, articles, etc.
4. Any other out of contract request.

PAYMENT SCHEDULE

Payment shall be made using the following schedule:

<i>DATE</i>	<i>DESCRIPTION</i>	<i>AMOUNT PAYABLE (Ksh.)</i>
<i>Jul 16, 2014</i>	Initial Amount	5,000.00
<i>Jul 25, 2014</i>	Installment 1	5,000.00
<i>Aug 16, 2014</i>	Installment 2	13,450.00
<i>Sep 16, 2014</i>	Installment 3 – Final	13,450.00
<i>Sep 16, 2014</i>	Extra Services Requested	12,000.00
<i>TOTAL</i>		<i>48,900.00</i>

DEFAULTING OF PAYMENT DATES

Payment defaults shall attract a penalty calculated as per the following schedule:

<i>Number of Days After Due Date</i>	<i>Percentage Charge</i>
<i>1 - 3</i>	<i>3</i>
<i>3 - 5</i>	<i>3.5</i>
<i>5 - 10</i>	<i>4</i>
<i>10 - 15</i>	<i>5</i>
<i>Above 15</i>	<i>6</i>

CLIENT REQUIREMENTS

CONTENT REQUESTS

The Client is **required** to produce to the Designer **every** content that he/she will be asked for in the **format they are required in**. This is important to ensure quality.

The Client is required to understand that content requested can **only be** acted upon during working hours. This means that content sent after working hours are over (or about to be over) will be worked on during the next working hours. This translates to a **one (1) day delay** in the affected Development Phase.

CLIENT BOUNDARIES

The Client **must respect** the fact that Tatu Creatives and its designers also serve other Clients. This should mean that the client should conduct him/herself in a professional manner and respect the Designer's schedule and that of other clients.

The Client **must keep** to the schedule outlined in the **Work Timelines** listed above.

OTHER REQUIREMENTS

1. Unless with good reason and prior notice, the Client should keep to the allocated meeting days and time slots. This will enable Tatu Creatives to serve the Client better and also other clients.
2. All **out of contract** requests **must** be formally made through email to business@tatucreatives.com.
3. All requests stipulated within the **scope of the Project**, but in relation to design, will be made **directly to the Designer's email address** that the client has been furnished with.
4. All **financial communication** shall be made through business@tatucreatives.com.
5. Unless with good reason, all **calls must** be maintained within working hours.
6. Unless with good reason and prior notice, all **payments must** be maintained within working hours.

7. For payments done through Mpesa, the Client **should communicate with Tatu Creatives first** before sending the amount required. Tatu Creatives will then advice the client on the way forward.

DESIGNER REQUIREMENTS

The Designer shall regularly communicate with the client on the progress of the project as stipulated in the **Work Timelines** section above. The Designer will also advise the client on various issues regarding the project and its well-being.

The Designer **will not** be in a position to discuss finances. All financial discussions **must be** channeled directly to the **Tatu Creatives** through business@tatucreatives.com.

The Designer will also not be in a position to determine final prices of the services rendered.

TATU CREATIVES REQUIREMENTS

Tatu Creatives will assign a **Designer** to the project. The Designer could be a Tatu Creatives in house designer or sub-contracted for the purpose of this project. Tatu Creatives reserves the right of deciding which designers it will work with.

Tatu Creatives will directly hand all financial and administrative communication with the client through business@tatucreatives.com, and this shall be done within the working days and hours specified under **Terms of Work** section above.

COMMUNICATION

DESIGN COMMUNICATION

The Client is required to channel all design communications directly to the assigned Designer. The Client will be provided with the Designer's official email addresses and phone numbers.

FINANCIAL AND ADMINISTRATIVE COMMUNICATION

The Client is required to channel all financial and administrative communications to business@tatucreatives.com.

RULES OF ENGAGEMENT

1. All communications **must be** done within the official working hours and days stated in this contract under **Terms of Work**.
2. Communications must be done through the **official channels** stated in various sections of this contract.

CHANGES POLICY

Changes to the Project shall be governed by this contract.

For the purpose of this contract, a **change** refers to an official communication via email (addressed directly to the designer) that contains all the required editions that need to be made. The Client should ensure to list all editions in the single email as that will count as one change.

RESERVATION OF RIGHTS

All rights not expressly granted hereunder are reserved to **Tatu Creatives**, including but not limited to all rights in sketches, comps, or other preliminary materials.

PERMISSIONS AND RELEASES

The Client agrees to indemnify and hold harmless **Tatu Creatives** against any and all claims, costs, and expenses, including legal fees, due to materials included in the Project at the request of the Client for which no copyright permission or previous release was requested or uses which exceed the uses allowed pursuant to a permission or release.

PUBLICATION

The Client may publish or disclose information regarding the Project and shall acknowledge the support of **Tatu Creatives** in all such publications. Tatu Creatives reserves the right to post the Project to all its portfolios (online and published).

COPYRIGHT NOTICE

Copyright is in **Tatu Creatives** name. Upon completion of the Project, the copyright will only be released to the Client upon **Tatu Creatives** signing of the **Release of Copyright**.

TERMINATION POLICY

The contract can be terminated should any of the parties not get satisfactory service. This process will follow the guidelines below.

COMMUNICATION

This contract can only be terminated through email communication:

1. To the Client from Tatu Creatives: yvonnewairegi@gmail.com
2. To Tatu Creatives from the Client: business@tatucreatives.com

Communication **must be** done within the working hours stated in this contract.

TERMINATION CHARGES

Termination charges (**payable by the Client**) will be based upon the schedule below:

	AMOUNT (Ksh)
<i>Non-Refundable Base</i>	18,450.00
<i>During Phase D</i>	+ 5,000.00
<i>Phase E, F and G</i>	+ 5,000.00
<i>During Phase H</i>	+ 5,000.00
<i>After Phase H</i>	+ 3,450.00

DESIGNER INFORMATION

Designer Name: **William Wambulwa**
Phone Number: **+254 721 293985 or +254 724 016991**
Email Address: wambulwa@tatucreatives.com or wambulwaw@gmail.com

CONSENT PARTICULARS

TITUS NGATIA

CLIENT NAME

SIGNATURE

DATE