

Contract for Free Ecommerce Website Package

On acceptance of the application form for a Commission based Website both the customer and Dragons Design will be required to enter into a mutually beneficial contract to ensure both parties fulfil their commitments to each other. The contract is entered for an initial 3 years period.

After 3 years ourselves and the client will discuss the future options available. This could be either entering into a new contract, purchase of the website or agreeing to part ways if one party is not satisfied.

Our commitments to you

1, To build and maintain a fully functional website to the clients approval.

We promise to use our resources, time and money to build the web application. We will work with you, the customer every step of the design phase to make sure the website is how you require.

We promise to dedicate a reasonable amount of time per week to make sure the website is up and running as soon as possible without compromising on quality. Once the website is up and running, we promise to update and maintain the website through the contract length.

2, To promote and advertise the website.

We promise to use our own resources to promote your website. You will receive an initial google adwords payment to help promote your site and our full search engine optimization skills .

On the completion of the website. We will use our resources and knowledge to find the best avenues to advertise the website.

3, Hosting and Domain Names

We promise to host your website and pay for any domain registration and renewal fees for the length of the contract. You will not incur any hosting usage fees and the website will be visible at all time, apart from server technicalities and maintenance, that we have no control over.

Your commitments to us

1, Monthly commission payments.

You promise to pay us 15% of all online sales the website receives. You will usually be invoiced at the end of the month and have up to 15 days to make the payment in full. This will only be a temporary measure until we are able to incorporate a split payment facility into the website. This facility is currently in development from major companies and will stop the need for us to send monthly invoices.

2, Do the up most to make customers use the shopping cart facilities.

You promise not to use or promote slogans that discourage the use of the online shopping cart facility for other methods of payment.

3, Provide a high level of service

You will provide a high level of service to the customer for products purchased off the site, including fast turnaround on products. The products on the website will be advertised exactly how the customer will receive them and a level of after sale customer service will be provided.

General terms and conditions

- 1, The contract is valid for a period of 3 years, from when it is signed by both parties. Each party will receive a copy.
- 2, Payments must be made within 15 days of an invoice being sent. If payment is not received we have the right to void the contract and close down the site with immediate effect. This will only be until a split payment facility is added to the website.
- 3, Your site will be hosted with Dragons Designs Hosting Company DDHosts.com and no one else whilst the contract is valid.
- 4, The website is the property of Dragons Design and may not be used by anyone else without agreement from ourselves.
- 5, We have the right to use affiliate advertising programs on the website which do not intrude on the look and feel of the site. The affiliate programs will be tasteful and unobtrusive but we reserve the right to advertise any subject or category we wish within reason.
- 6, After the contract period, the customer has the right to purchase the website from Dragons Design. The cost of the website will be equivalent to the amount of the total commission the customer has paid to Dragons Design over the 3 year contract period. If Dragons Design decide to terminate the contract and the client has abided by all the rules and regulations the website ownership will be passed on to the client.
- 7, A deposit of £500 is to be paid to dragons design before work commences. This money will be deducted from our commission on the first opportunity or refunded at the end of the length of the contract (whichever is first) . The £500 is non refundable and used towards purchased items if the client ends the contract before the stated period.
- 8, Our 15% will not be deducted from items that have been purchased from the site and then refunded after the customer was not satisfied. We do however need to see proof of a refund.
- 9, We do not take any responsibility for the product/service(s) displayed on the website. This is entirely the responsibility of the client unless the product/service(s) relies on the web application we created.

This is to Certify that both parties have read and agree to the terms and conditions. By signing this contract this legally binds the two parties involved to adhere to the conditions written above for the length of the contract.

Dragons Design

Print Name: _____

Signature: _____

Date: _____

Client

Print Name: _____

Company: _____

Signature: _____

Date: _____