

This Website Design and Marketing Agreement (the “**Agreement**”) is entered into on the “*Effective Date*”, by and between

the “**Client**” and “**You**”

and Salon Guru Limited – the “**Designer**” and “**We**”

with an address of :

Essex House

39-41 High Street,

Dunmow,

Essex, CM6 1AE

collectively the “**Parties**”

Any variations to this agreement will be in writing and agreed by both parties.

Project Description

Client wishes to hire Designer to Create a Website and then provide continuing Website & Marketing support and the Hosting and Maintenance of the Website. Schedule 1 provides some examples of the services that can be provided under the 3 categories above.

Fees

We require that all Clients work with us for a minimum of 12 months so that the initial website build cost can be spread over that time. We will agree with the Client, in writing, a fee per month to cover all 3 services outlined in the Project. Any time after the first 12 months of payments, the Client can choose to vary the agreement. We require 1 month’s notice in writing to vary the agreement’s support level and fee.

Payment Terms

Initial work will not start until the 1st month’s payment has been received.

Monthly fees must be paid on an agreed date each month.

Failure to pay fees on time may lead initially to a pause in service provision and, if the issue persists, your website or other services may become unavailable.

Budget Hours

Dependent upon the fee you pay we calculate a number of budget hours per month. This is a simple calculation of fee divided by hourly rate = budget hours. We then set aside some time each month for the Hosting and Maintenance element of our service. This leaves a balance of budget hours per month for Website and Marketing Support.

Year 1

When a new client chooses a Pro or Lite contract we spread the cost over the first 12 months so there is no upfront cost.

There are 3 steps we follow to calculate the budget for the full year.

1. We put aside some time each month for "Hosting and Admin".

This covers the cost and time for the website hosting, backups, security, email systems, telephone calls, fixing problems and admin.

On Lite that is 1 hour per month and on Pro 2 hours.

So if you pay for Pro that is an average of 7 hours a month less the Admin time above = 5 hours a month.

For Lite it is 5 hours less the 1 for Admin above = 4 hours a month.

2. We then take the time we took on the website build (we track every single task) and spread that time over the entire year.

Depending on how long the website build takes, any hours left over are used for ongoing work in the months ahead.

That work can include new articles, newsletters, advice on Facebook and Instagram, new staff & prices, changes to images etc.

3. If your build is simple and quick it will leave the majority of the hours budget for the year. If your build is complex with many services and pages, your build can use more time which will leave fewer hours in the budget for the year ahead.

When we launch your site we will tell you the free budget for the rest of the year and will also send regular updates on all the work we have carried out for you and the time that each task has taken.

Year 2 onwards

After year 1 we calculate a number of budget hours per month. This calculation is described above but is fee / hourly rate - hosting = budget hours for Website and Marketing Support.

We strive to be enormously flexible on budget hours and will expect clients to exceed budget in some months and fall short in others. But we will ask that over time our work for you is broadly in line with your budget hours.

We are happy to explain your budget hours to you in writing at any time and will send you quarterly reports so you can see how your time is used for each task.

Confidentiality

During the course of this Agreement, it may be necessary for the Client to share proprietary information, including trade secrets, industry knowledge, and other confidential information, to Designer in order for Designer to complete the Website in its final form. Designer will not share any of this proprietary information at any time, even after the Agreement is fulfilled. Designer also will not use any of this proprietary information for his/her personal benefit at any time, even after the Agreement is fulfilled.

Ownership Rights

Client continues to own any and all proprietary information it shares with Designer during the term of this Agreement for the purposes of the Project. Designer has no rights to this proprietary information and may not use it except to complete the Project.

You guarantee that all elements of text, images or other artwork you provide are either owned by yourselves, or that you've permission to use them. When you provide text, images or other artwork to us, you agree to protect us from any claim by a third party that we're using their intellectual property.

We guarantee that all elements of the work we deliver to you are either owned by us or we've obtained permission to provide them to you. When we provide text, images or other artwork to you, we agree to protect you from any claim by a third party that you're using their intellectual property.

While Designer will customise Client's Website to Client's specifications, Client recognises that websites generally have a common structure and basis. Designer continues to own any and all custom software code and template designs it may have created prior to this Agreement. Designer will further own any code and template designs it may create as a result of this Agreement.

Client owns all Content created by the Designer this will include image/graphics, written pages and blog articles.

Representations and Warranties

Designer. Designer represents and warrants that he/she has the right to enter into and perform this Agreement. Designer further represents and warrants that he/she has the right to utilize and distribute the designs created for Client and that such designs are not owned by anyone else to Designer's knowledge. In the event that Designer does not have these rights, Designer will repay any associated damages Client may experience or will take responsibility so that Client does not experience any damages.

Client. Client represents and warrants that is has the rights to use any proprietary information, including, but not limited to trade secrets, trademarks, logos, copyrights, images, data, figures, content, and the like that it may provide to Designer to be included in this Website. In the event that Client does not have these rights, Client will repay any associated damages Designer may experience or will take responsibility so that Designer does not experience any damages.

Disclaimer of Warranties

Designer shall create a Website for Client's purposes and to Client's specifications. DESIGNER DOES NOT REPRESENT OR WARRANT THAT SAID WEBSITE WILL CREATE ANY ADDITIONAL

PROFITS, SALES, EXPOSURE, BRAND RECOGNITION, OR THE LIKE. DESIGNER HAS NO RESPONSIBILITY TO CLIENT IF THE WEBSITE DOES NOT LEAD TO CLIENT'S DESIRED RESULT(S).

Limitation of Liability

UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY DAMAGES RESULTING FROM ANY PART OF THIS AGREEMENT SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFIT OR LOST BUSINESS, COSTS OF DELAY OR FAILURE OF DELIVERY.

Legal Fees

In the event of a dispute resulting in legal action, the successful party will be entitled to its legal fees, including, but not limited to its attorneys' fees.

Legal and Binding Agreement

This Agreement is legal and binding between the Parties as stated above. This Agreement may be entered into and is legal and binding both in the United States and throughout Europe. The Parties each represent that they have the authority to enter into this Agreement.

The Parties agree to the terms and conditions set forth above as demonstrated by their signatures as follows:

SIGNATURES

CLIENT

Electronically added using the form below this scroll section.

DESIGNER

Signed:

By: Philip Evans

Role : Managing Director of Salon Guru Limited

Date: 17th May 2018

SCHEDULE 1

Examples of the services that may be provided under the 3 categories identified in Project Description.

Each site is unique and we offer the Client the flexibility to choose from this list what is achievable within their Budget Hours each month.

Create a Website - may include some or all from this list

Create and agree a page and menu plan to define the scope of the initial content

Agree a design and layout for the Home and inner pages

Use custom code to create a template to hold the content

Checking that the website works on all screen sizes and devices

Add initial content - pages, images, galleries, videos, staff, contact info, hours, prices, maps, blog articles, social media feeds.

Add offer and newsletter sign-up forms

Add online store and vouchers

Add code for tracking, reporting, speed optimisation

SEO settings

Initial rank report

Website & Marketing Support

Update or add new promotions & offers

Advising on late deals

Regular calls to discuss future marketing plans and content

Rank report updates upon request

Web traffic reports upon request

Regular articles to improve SEO and boost web traffic

Updates to the online store & gift certificates

Regular email marketing

Website re-design for home and inner pages when requested

Advice on social media posting

Advice on social media advertising

Adding new surveys, questionnaires or online forms

Hosting and Maintenance

Fixes for image & content issues

Fixes for layout issues

Server optimisation for security and speed

Updates to core software

Updates to third party software

Technical support for content management

Data backups

Security firewalls

Support for email software systems

Version History

Version 1.1 18/5/2018