



# WooCommerce Project

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## Revision History

Date	Version	Description	Author
11/04/2022	1.0	Draft	Brett Ross
13/04/2022	1.1	Proposal	Sagar Sethi
29/04/2022	1.2	Final	Sagar Sethi



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# Our Assurance

First thing first, thank you for giving us this opportunity.

Our strong principle of honesty and transparency will help you make the best use of our talent and resources. We will work to produce the best possible results for your project and strive to better ourselves on every step. We endeavour to keep the conversation open and frequent throughout the campaign.

To make sure our journey together remains hassle-free and transparent, we will be delighted to answer all your queries now and in the future. We are honoured to assist you with our high level of service, quality, and reliability.

It is our top priority to address your needs now and in the future.

We're eager & look forward to working with you!

A handwritten signature in black ink, appearing to read 'Sagar Sethi', with a long horizontal flourish extending to the right.

Sagar Sethi – **MD**



# Our Values

At Xugar we like to be transparent in everything we do, especially our core values and ethics.

- We are a 'No-Fluff' agency.
- We believe in data and strive for results every single day.
- We aim to improve and grow at every opportunity.
- We build long term partnerships.
- We focus on increasing your Return on Investment.
- We believe in doing things right the first time.

Our unique approach to digital marketing lets us really understand the heart of your customers, service and brand. Using design thinking, we connect and engage with your users, enrich your brand experience and ultimately create value that drives business.

We believe that our work is the best way to get to know us. We know every project is different, so we change too, coming up with unique solutions to find the best fit for your business. We take into account the business feasibility and technical viability of the new solution, fine-tuning it as we go.

While our creative process is often unique, everything we do is about user experience. We strongly believe that good design and content is the heart of your brand, and goes a long way for your users.

## Introduction

Barossa 1837 has appointed Xugar to present their development services/solutions based on the brief submitted. The brief included many features that may or may not be included in this proposal document due to budgetary constraints or due to the feasibility in the long term. These exclusions are crossed off by red lines in the initial brief that was sent to Xugar. In the brief anything that is red lined is not included in the project. Features that need an additional note, review, research or clarification is marked with a yellow underline.

## Purpose

The purpose of this proposal is to define the Barossa 1837 eCommerce business Project. Its inclusions, functionalities, design, costing, and timeline. Once the proposal is accepted by the client, as per our process, a discovery meeting will be scheduled with the client to review specifics of all inclusions in granular detail.

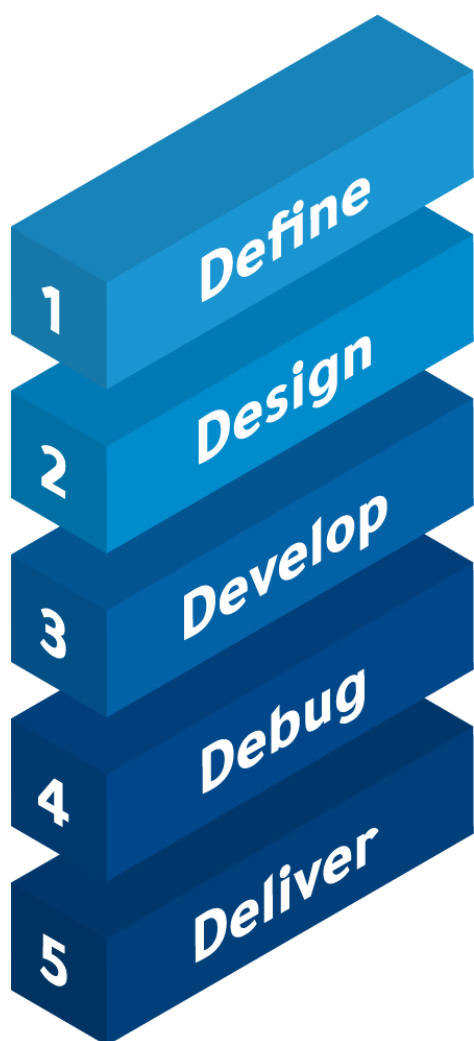


# Overview

This project has 4 main areas. Online Store, Wine Club, POS View for Staff & Trade Customers. All areas of the project will share the same inventory. There are 2 other major aspects of the business that are short term vacation rental and reservations for the table. These 2 aspects will be handled by third party systems and an iFrame will be embedded to the website accessible from the home page.

The home page transition of the banner image will work alongside the way it currently works on the existing website. The website will be built using a responsive first approach to facilitate UX.

# Design Methodology



At Xugar we developed a five-step process to ensure that your new website is created with a UX focused, mobile-first approach at every turn of our process.

First, we have the Define stage, where we gather the project's requirements. Next in the Design stage, we create a mobile, SEO and conversion optimised mockup for your new website.

After your feedback and approval of the design, we move to the Develop stage where our qualified team code your website. After this, we move to the Debug stage where we go through and thoroughly test your website on multiple devices and browsers.

Lastly, in the Deliver stage, we make your new site live and conduct an in-depth training session to show you the ins and outs of the website's backend so that you can update and edit the platform's content when required.

Conversion Optimised - It is one thing to create a beautiful website. But creating a beautiful website that converts effectively is another thing entirely. Using a healthy mix of UX design and conversion-focused Call To Action strategies, our design methodology allows us to deliver the best of both worlds. A Call To Action, also referred to as a CTA, is a



prompt on a website that tells the user to take a specified action.

A CTA is typically written as a command or action phrase, such as 'Sign Up' or 'Buy Now' and generally takes the form of a button or hyperlink. In digital marketing, this can look like the text on a CTA button or a web link.

Design with Development - We don't just 'slap together' our designs using templates. We create future-proof designs following 12-column bootstraps, a mobile first approach and advanced software to ensure a smooth project lifecycle.

First, we understand the user flows, creating and refining wireframes to ensure all elements are included and efficiently flow into one another. Only once the framework is in place do we create the design mockups and prototypes. These are designed to fulfil your project's business and technical requirements. This makes sure that there is meaning and reasoning behind everything we do, not just because it 'looks good'.

## Project Inclusions

The following outlines all the inclusions as per the brief provided by Barossa 1837. It is recommended to go through the scope thoroughly as the costs and timelines are based on the inclusions mentioned below.

## User Types

There are 5 types of users who will access the portal. All users will have a unique identifier being their email address. Their access levels will be limited and hard coded as per the brief.

1. Online Shop Customer
  - a. User who will be able to visit the website and purchase the wines after creating a customer account.
2. Wine Club Customer
  - a. This user type will register to the website as a separate user. This user type will get a 25% discount on the full range with free freight on all orders. The users will also be able to skip or suspend their orders together with other functions mentioned in the Wine Club Section.
3. Staff User
  - a. These users will be able to process orders on clients behalf. Using the YITH POINT OF SALE plugin, the staff will get the POS like layout. See more in the POS section.
4. Super Admin
  - a. Super admin will be able to review all aspects of the platform with rights to all areas.



5. Trade Customers
  - a. This type of users will get additional discounts on their orders with other minor changes to their access. Please see Trade customers for more info.

## Online Shop

### UX, SEO & Conversion-Focused Design

For the Design stage of your project, we will create a Home page, Shop page and Product Description design with a mobile-first approach. At Xugar, we design for ease-of-use, refine the design for optimal UX while keeping SEO and conversions in focus. Additionally we will study any style guides or branding documents for your business to ensure that the design is consistent with your other assets.

We design for Mobile-First, but to gain a better understanding of the design, we share the design mockups in desktop view and include one round of consolidated feedback for changes and amendments.

### WooCommerce/Stripe Integration

With minimal transaction fees and native WooCommerce integration, Stripe is the go-to solution for inline credit-card payments for your new WooCommerce website.

### WooCommerce PayPal Integration

Integrate PayPal with your new WooCommerce website for secure and fast payments!

### WooCommerce Flat Rate Shipping

Xugar can help you by configuring up to 3 flat rate shipping options for your WooCommerce website.

Flat rate shipping means the price of shipping is not connected to the weight, shape, or size of the items in the cart, hence the term “flat rate.” The shipping for the products is limited to Australia only. Shipping on orders above \$300(after discount) is Free. \$20 flat below \$300.



## Order Management

Our standard order management set up in WooCommerce will allow the admin to see pending orders, processed orders, shipped etc with capacity to filter orders by status. Automatic emails can also be triggered by the system when the order status is changed.

## Advanced Visual Builder

Don't worry about learning how to code. With your new WordPress website, you get access to an advanced visual builder. Whether it be changing some text or updating images, keep your online presence up to date with an intuitive drag-and-drop interface.

## Call to Action Implementation

It is one thing to create a beautiful website and another to create a beautiful website that converts efficiently. By creating a healthy mix of UX design and conversion-focused Call To Action strategies, our design methodology allows us to deliver the best of both worlds. A Call To Action, also referred to as a CTA, is a prompt on a website that tells the user to take some specified action.

A CTA is typically written as a command or action phrase, such as 'Sign Up' or 'Buy Now' and generally takes the form of a button or hyperlink. In digital marketing, this can take the form of the text on a CTA button or a web link. All our designs and marketing campaigns focus on placing the right CTAs where they matter the most!

## Click-n-Call Buttons

'Click to call' is important because it makes it easier for people to get in touch with you, which could make it more likely that you'll gain a sale or a lead.

The way people use the internet on mobile is very different to the way they use it on a desktop computer. Often these people are on the go and looking for information straight away, so they want to be able to get in touch with businesses immediately.

## Complete Backend Management via

## WordPress and WooCommerce.

WordPress has been around for years and supports millions of websites. It's based on an open-source framework and trusted by many across the globe. Early on, WordPress was considered an affordable solution compared to a custom-built website. However, as the usage of the platform grows, its support community and amount of dedicated developers also keeps growing.



What started as a solution for bloggers has now grown into one of the most robust and widely used platforms worldwide. Over time, WordPress has evolved into a secure, light and easy-to-maintain platform that is perfect for business owners and consumers alike. WordPress website design methodologies remain the same. However, the order of building a website has become a lot simpler.

These days businesses need the freedom to make changes to their website on the go. This requires a CMS (Content Management System) to be built-in with the website. There are many CMS platforms available on the internet. However, many of them are proprietary solutions and may require a licence to use. They also come with the added expense of annual fees. WordPress provides an alternate open-source solution. Because of its open-source nature, there are no recurring licence fees to use the platform and millions of plugins and integration opportunities that make adding features simple.

With our core WordPress solution, you can easily manage your website & do alterations when needed. Our solution allows you to:

- Create & update page content
- Update media & images
- Create contact forms
- Add/Edit or remove categories
- Edit menu items
- Add blogs & articles
- Add/Edit Products, including Import/Export via CSV
- Add/Edit Categories
- Manage Orders

## Form Captcha and Spam Security

Without effective email spam protection, your employees would have their inboxes flooded with spam and all manner of malicious messages.



A spam filtering solution acts as a sieve that prevents bots from sending you automated messages. Your website will have the latest spam protection features such as ReCAPTCHA.

## Lead Generation Contact Forms

Lead generation forms are crucial to your website conversions — they're important Call to Action (CTA) elements that turn your website visitors into leads. You can't afford to have a form on your website that doesn't create a positive, painless experience for your prospects on desktop, tablet and mobile devices.

We create forms with all the right elements incorporated together to create high conversions from the website. With just the right placement, above the fold access, user-friendly design and excellent copy, our CTA forms bring the best out of your website and stay easily up to date with email notifications.

## Mobile and Tablet Responsiveness and Compatibility

When we develop your new website, we make sure that you can be seen anywhere and everywhere. We cover the latest versions and models at the point of go-live for the following Operating Systems, Browsers and Devices:

- iOS (iPhone and iPad)
- Android (Smartphone and Tablet)
- Chrome
- Safari
- Firefox
- Samsung Browser

## Multi-Browser Compatibility

We cover the latest versions at the point of go-live of following Operating Systems and Browsers:

- Windows
- Mac OS
- Google Chrome



- Safari
- Firefox
- Edge
- Samsung Browser

## Sitemap and Navigation Architecture Design

This is where we plan out your website's structure! Included within the Define stage of our website development process, we will be defining the pages and structure of your new website.

## Starter WordPress Security

Make sure that your site and your data is protected with Xugar's Starter WordPress Security package. Within your WordPress website, we configure WordFence, the state-of-the-art security plugin for WordPress, so you can set up fundamental security functions like 2-factor Authentication and IP blocker. Additionally, we configure Stream, your in-depth activity log of everything that is happening in your new WordPress website.

## WordPress and WooCommerce Training

We believe that your website should be yours! As part of every website built by Xugar, we offer a 1-hour in-depth training session of your brand new website, including:

- How to login to WordPress
- Uploading Images and Content
- Add and Edit pages
- Add and Edit blog posts
- Managing user accounts
- Add and Edit Products
- Add and Edit Categories
- Manage Orders



## Simple Products

Simple products cover the vast majority of any products you may sell on your new eCommerce website, and Xugar will assist in uploading up to 5 simple products to your new site. Simple products are shipped and have no options.

For example: a book.

## Variable Products

Variable products are products with variations, each of which may have a different SKU, price, stock option, etc. Xugar will assist in uploading up to 5 variable products to your new site, each with up to two attributes.

For example, a t-shirt available in S, M and L, as well as Black White and Blue.

## Enterprise Product Uploading

Within your brand new WooCommerce website, we can assist you in importing up to a combined total of 20 simple or variable products. Barossa 1837 will upload the remaining products at their end.

## Product Categories

The categories in the online shop will be grouped as per below.

### Selections

- All (Same view as today: <https://1837barossa.square.site/shop/2>)
- Prestige Selection White Wines
- Reserve Selection White Wines
- Prestige Selection Red Wines
- Reserve Selection Red Wines
- Private Selection Red Wines
- Library Wines
- Merchandise

### Varietal

- All
- Red
- Whites
- Sparkling and Rose



- Merchandise

### **Bundle (Grab your dozen)**

- Straight Dozen
- Mixed Dozen
- Reserve Dozen
- DIY Dozen

## **Gift Wrap**

If you are an eCommerce customer, you will see Gift Box Wood & Gift Box Gloss Carton as additional options.

## **Shipping Management**

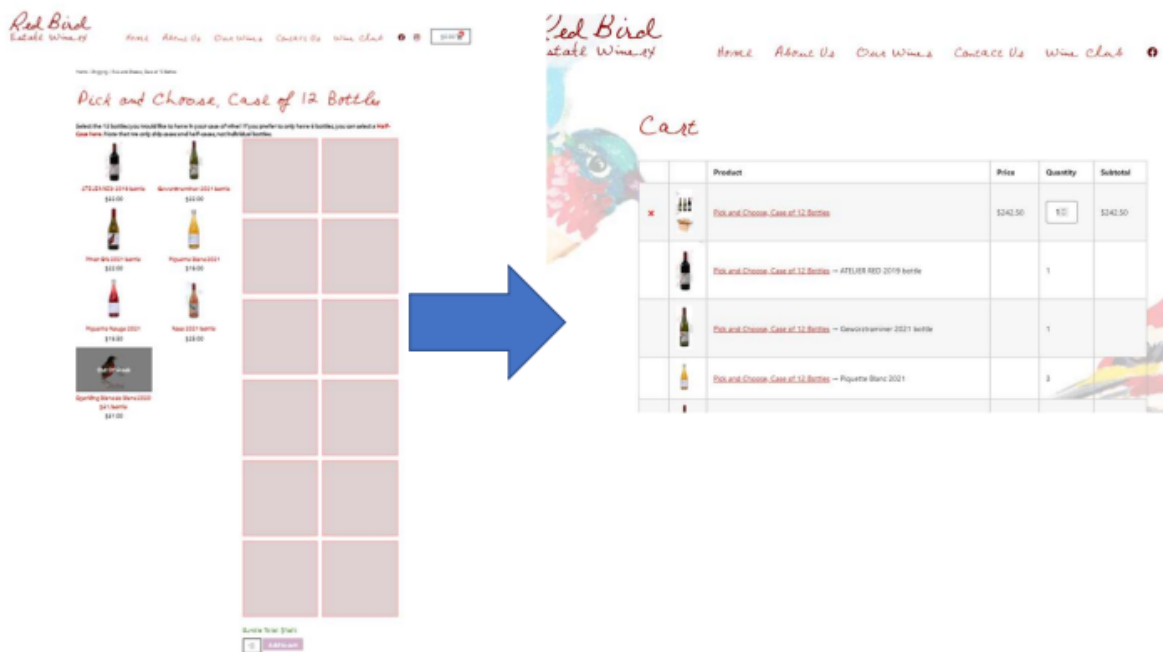
Although the website will have flat shipping, the client would like all their orders to be sent to their Sendle.com account with label printing options.

The client will need to supply their sendle account for this feature to work.

A valid invoice will be generated and sent together with the order. The client will be able to add tasting notes 'URL' in the content of this email.

## **Case of 12**

This feature will allow users to select which bottles to make up a case of 6 or 12 wines.



## Managing your content with WordPress

WordPress has been around for years and supports millions of websites. It's based on an open source framework and trusted by many across the globe. Early on, WordPress was considered an affordable solution compared to a custom-built website. However, as the usage of the platform grows, its support community and amount of dedicated developers also keeps growing.

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These days businesses need the freedom to make changes to their website on the go. This requires a CMS (content management system) to be built in with the website. There are many CMS platforms available on the internet. However, many of them are proprietary solutions and may require a licence to use. They also come with the added expense of annual fees. WordPress provides an alternate open source solution. Because of its open source nature, there are no recurring licence fees to use the platform, and millions of plugins and integration opportunities that make adding features simple.



# Wine Club

If a customer joins the wine club, they will be able to receive 2 deliveries per year. Each delivery will be either 4 fixed packages of 12 wines or 1 DIY package of 12 wines. They get a flat 25% discount of all wines & Shipping is free (Australia only).

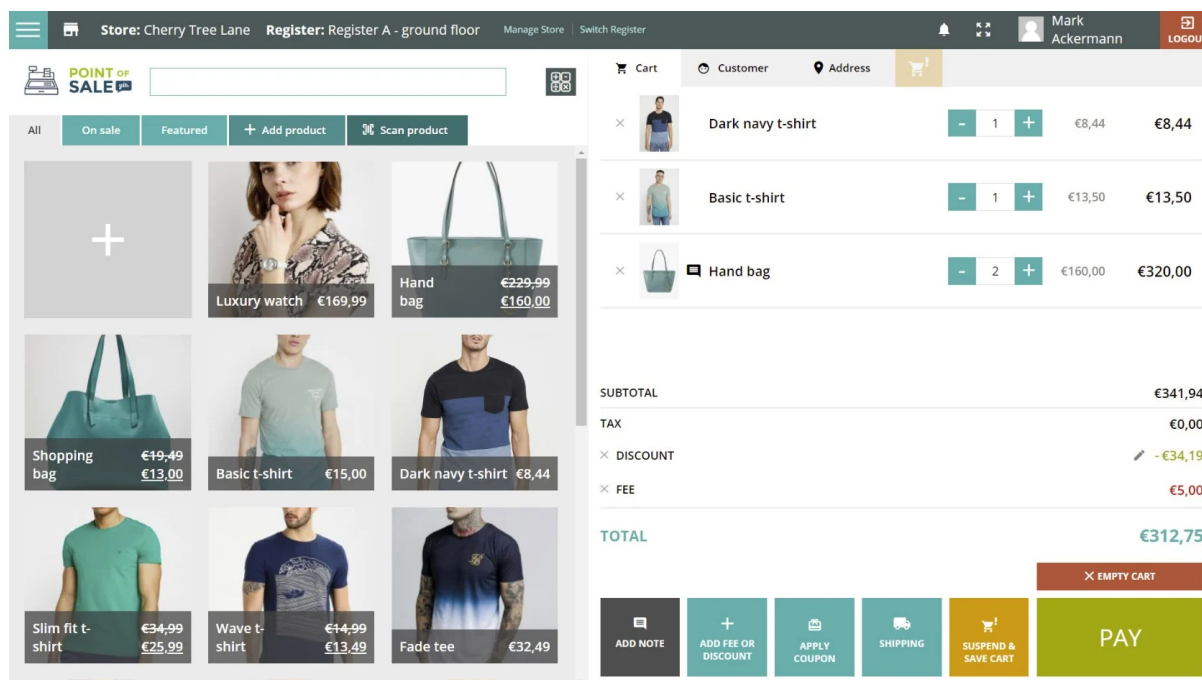
Pre Auth and Save card function with stripe will ensure they have funds in the card at the time of first purchase. The website will also send reminders if their card is about to expire.

The members will be able to select the month of delivery, freeze membership (max 5 months) or cancel orders if needed.

In the DIY option, the members will be able to customise their next delivery using the wine selector as in Case of 12.

# POS

The staff will be able to login to take orders for the customers in person. All orders processed by a certain staff can be filtered down to see the net total sales done by a staff member in a period of time. This function will require use of an external plugin mentioned at the end of this document.





## Trade Buyers

Verified by login, with an ABN check at point of registration. ABN Check may need use of external plugins.

There will be a loyalty based discount model starting with an Introduction offer for the first year, giving 25% off on all orders.

In the second year, the discounts will scale based on revenues after discount over 12 months.

- Bronze: Revenues after discount last 12 month up to \$300 = 15%
- Silver: Revenues after discount last 12 month up to \$500 = 20%
- Gold: Revenues after discount last 12 month more than \$1000 = 25%
- Free shipping if order > 1 dozen

At checkout the user will be prompted towards suggested discounted offers to add to their order.

eCommerce will calculate the needed order amount to maintain loyalty class and inclusive discounts.

## Email Marketing

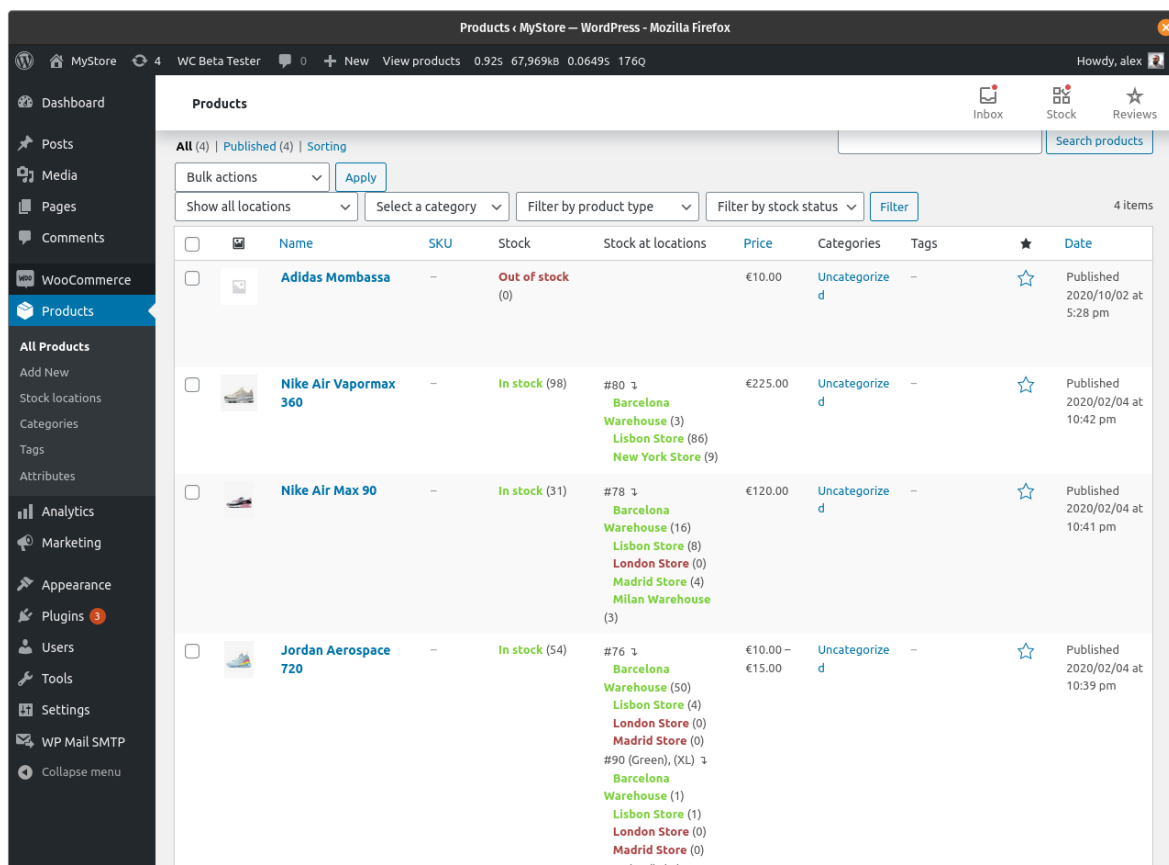
Newsletter integration with Mailchimp will allow the website to send out regular email as well as marketing emails.

Xugar will set up one marketing email template as part of the inclusions.

## Inventory Management

Inventory for the entire project will be managed in one database. However, the inventory is physically managed in two locations (warehouse and in store). When updating the stock, the client will be able to mention where each item in the inventory sits.

Multi location plugins will allow this function however, the client is responsible for the purchase of this plugin.



## Print A Page

Xugar will install and configure the 'Print A Page' plugin which will allow for the users to print a page in a cleaner format.

## Booking Platform

Barossa 1837 will provide an iFrame of a booking software which Xugar will embed this on the website. Due to budget limitations there is no API integration included.

## Short Term Stay

Barossa 1837 will provide an iFrame of a short term stay software called Smoobu. Xugar will embed this on the website. Due to budget limitations there is no API integration included.



# Hosting - \$800 p.a.

## Domestic Business Shared Hosting

With servers located in Australia, the Domestic Business package via Web Hosting People is perfect for any small-medium business with an image-heavy website, or a website with many pages.

## cPanel Included

With its rich feature set, cPanel is the best hosting solution for your website.

## Unlimited Monthly Bandwidth

Our hosting servers are connected to our own fully redundant DDoS protected network, powered by Brocade and Extreme Networks appliances, with over 40 Gbit of local connectivity.

## AutoSSL SSL Certificates

Auto SSL is a new feature available in cPanel that allows you to set up an SSL Certificate on your web hosting service for free.

## Acronis Hourly Backup

Your data will be backed up by Acronis Cloud Backup and will be available to restore at any time

## Unlimited Databases

MariaDB is a faster lightweight replacement for MySQL that provides faster database queries and is compatible with any existing MySQL database.

## Unlimited Add-on Domains

Add-on domains allow you to create a completely different website to that of your primary cPanel domain name and display it as the add-on domain without any reference to the primary cPanel domain.

For example: site1.com.au is the primary cPanel domain name and site2.com.au is an add-on domain that shows a different website to site1.com.au.

## Unlimited Subdomains

We do not limit the number of subdomains set up on a single web hosting service.

## Unlimited Parked Domains

A parked domain is a domain that shows the same website as your primary cPanel domain name, essentially “parking” it on top of your existing website.



For example: site1.com.au is the primary cPanel domain name and site2.com.au is a parked domain that shows the same website as site1.com.au

### **Unlimited FTP Accounts**

We do not limit the number of FTP Accounts set up with your web hosting service. Please note that we do not allow unlimited FTP connections at this point in time.

### **Unlimited Email Accounts**

The number of IMAP/POP3 email accounts that can be set up for sending and receiving mail. If email is an important part of your business, we strongly recommend purchasing a purpose-built email hosting solution to use alongside your web hosting service.

### **300,000 Inode Limit**

The number of individual files that can be stored within any single web hosting service. This limit is set in place to mitigate any issues with scheduled backups and to ensure your service performs optimally.

### **1,000 Emails per Hour**

We've partnered with the world's leading provider of hardware firewalls, Fortinet, offering additional protection from malicious attacks (DDoS, etc).

### **2GB Memory**

This is the amount of memory your website processes can use before throttling is applied. You can view your memory usage inside cPanel at any time.

### **200% CPU Limit**

This is the limit of CPU available to your website, where 100% equals 1 CPU core.

### **5GB Disk Space**

Within your hosting package, you get a combined 5GB of Disk Space for both your files, database and emails. These will all be stored on our new enterprise lightning-fast and reliable SSD storage.

## **Social Media Linking & Integration**

Xugar will insert all the necessary social media links on your website to ensure your visitors can follow you on your social platforms like LinkedIn, Facebook & Twitter. Want to show off your latest social posts on your new website with ease? Xugar can link your social media profiles on your new website, as well as integrate Facebook or Instagram feeds, meaning that your newest posts will automatically display on your website.



# Third Party Extensions

This project requires many third party plugins and extensions. Some of them are mentioned below for record. The remaining will be sourced by the production team post onboarding stage. All charges of third party softwares must be paid by the client Barossa 1837.

<https://try.sendle.com/en-au/partners/woocommerce>

<https://yithemes.com/themes/plugins/yith-woocommerce-points-and-rewards/>

<https://yithemes.com/themes/plugins/yith-woocommerce-membership/>

<https://yithemes.com/themes/plugins/yith-woocommerce-dynamic-pricing-and-discounts/>

<https://yithemes.com/themes/plugins/yith-point-of-sale-for-woocommerce/>

## Timeline & Costs

The project will be completed between 45-50 working days from when the design of the project is approved.

### Project Price With Basic Inclusions

\$25,000+GST

### Additions

Inventory Audit Trail - \$3000 + GST

Mailchimp Additions - \$2000 + GST

Refer A Friend - \$1500 + GST

User Guidance - \$2800 + GST

### Total Price With All Additions

~~\$34,300+GST~~ \$31,000 + GST

### Payment Schedule:

30% upfront, 40% prior to development, 30% before deployment.



# Brief

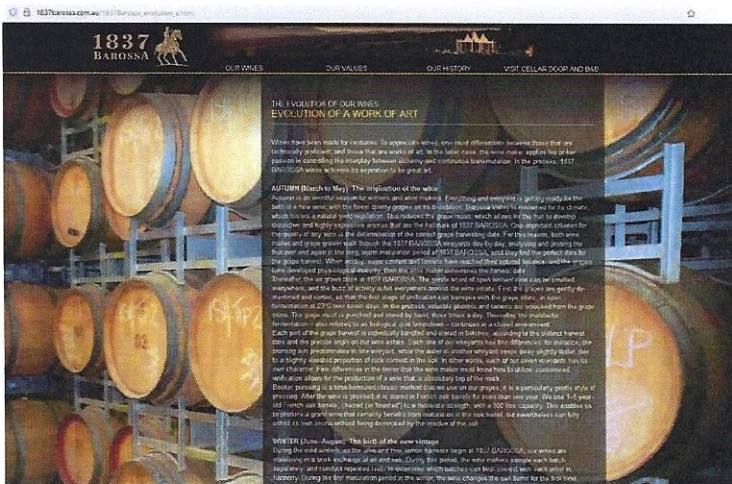
Please see the brief below.

# Briefing

New Website / POS / CRM / eMail Marketing

1837 Barossa

Current Website: [www.1837barossa.com.au](http://www.1837barossa.com.au)



- Needs a brush up
- Not transactional
- No responsive design
- No backend (CRM, Inventory, Task Cockpit, POS)

## Overview

### Toolbox required

- CMS
- 1 CRM
- Ecommerce / Wine Club with inventory
- Newsletter Tool
- 2 Task-Cockpit (Shipping ecommerce order, etc)
- POS can be separated, but same database
- Credit Card Payment



Platform

open source

- Wordpress
- WooCommerce 4
- 5 WooPOS 
- Mailchimp

### Website Content


- All Content (Text and Pictures) will be provided
- We just need framework with some sample site and are able to feed the content by ourselves

# Summary of Comments on Microsoft PowerPoint - 1837 Barossa Website Briefing V1.05.pptx

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Page: 3


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 Number: 1 Author: sagarseethi Subject: Cross-Out Date: 27/4/22, 3:32:17 pm


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 Number: 2 Author: sagarseethi Subject: Cross-Out Date: 27/4/22, 3:32:45 pm


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 Number: 3 Author: sagarseethi Subject: Underline Date: 27/4/22, 3:33:17 pm  
Will be achieved using the default order management function of WooCommerce

---

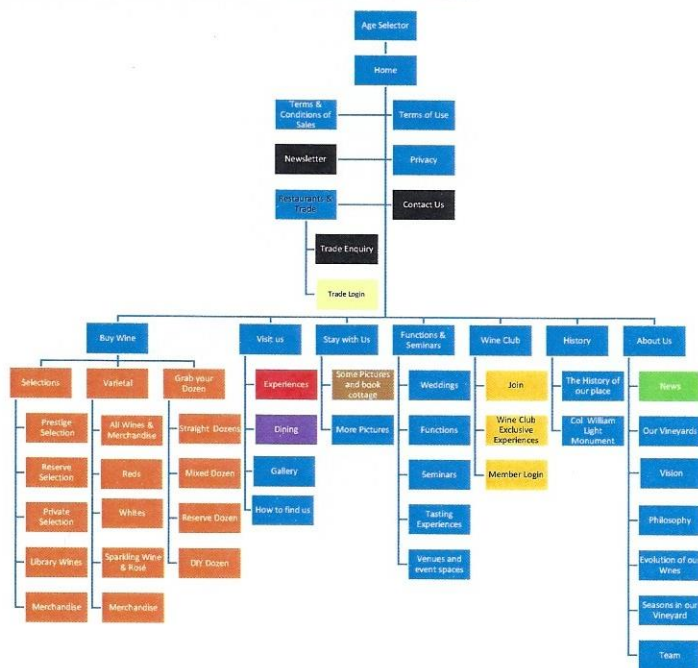
 Number: 4 Author: sagarseethi Subject: Sticky Note Date: 27/4/22, 3:36:20 pm  
Will be achieved using another plugin 'yith pos for woocommerce' licence fee to be paid by the client - <https://yithemes.com/themes/plugins/yith-point-of-sale-for-woocommerce/>

---

 Number: 5 Author: sagarseethi Subject: Cross-Out Date: 27/4/22, 3:33:32 pm

---

# WEBSITE CONTENT TREE



- Static Content managed in CMS
- Static Content Webform with Captcha against spammer
- Dynamic Content eCommerce
- Dynamic Content eCommerce / Winclub
- Dynamic Content eCommerce Trade / Restaurant
- Embedding of Facebook / Instagram
- Embedding of event booking app (Rezdy, nowbookit or similar)
- Embedding of table booking app (Rezdy, nowbookit or similar)
- Embedding of Smoobu (Same as current website)

**REQUIRED TOOLS**  
 CMS, CRM, POS, Ecommerce, Wine Club, Payment Integration, Newsletter, Stock Control



# Home Page

Desktop

Homepage

Moving Slideshow

1837 BAROSSA

BUY WINE v WINE CLUB v VISIT US v STAY WITH US v FUNCTIONS v HISTORY v ABOUT US v

AWARDED WINES & EXCLUSIVE GIFTS  
SHOP NOW

WINE CLUB  
JOIN NOW

TASTINGS & EXPERIENCES  
BOOK EXPERIENCE

HORIZON @1837 RESTAURANT  
BOOK TABLE

1837 LUXURY VINYARD COTTAGES  
BOOK YOUR STAY

FUNCTIONS & SEMINARS  
ENQUIRE NOW

Symbol picture  
For each activity

Mobile / Tablet

1837 BAROSSA

dito desktop

dito desktop

Print

All pages  
can be  
printed on  
A4 Portrait

First Page – No Scroll

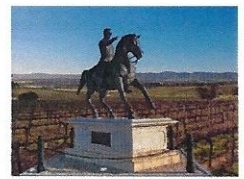
Scroll Area

Age Selector (FULL PAGE, NOT POP UP - (Meanwhile Home Page is loading pictures in the background))

TIME SCRIPT CAN  
BE TAKEN FROM  
CURRENT WEBSITE



Background  
Picture fade  
out, fade in



## Requirements: General remarks

- Single sign on and one menu for
  - CMS
  - **1** CRM
  - Ecommerce / Wine Club with inventory
  - Newsletter
  - **2** Back-Cockpit **3** Shipping ecommerce order, etc)
  - POS can be separated (**5** Single-sign-on-only, start form same menue not required) **4**
- Credit Card Payment:
  - Saved Credit Cards for Auto-Processing **7** All-Sale Channels **6**
  - Pre-Authorization on Credit Card and & Expiry Date **9**ypass
  - Ideally **10** API-integration (Fallback 1 is **11** ipe, fallback 2 Square)
- Invoicing
  - All invoicing we credit card pre-payment, except
    - Trade/Restaurant Clients: CC or Invoice (Option can be set in **12**, Default is Credit Card)
    - For Trade / Restaurants: Tax In **14** s (Payment confirmation) can be printed including GST and **13** r details
- eCommerce with **15** skins: Standard Shop, Winclub, Trade& Restaurants
  - eCommerce Platform has 3 slightly different backgrounds for each sales channel
    - Standard **16** (cs)
    - Wine Club **17** (#framed)
    - Trade / Restaurants **18** y)
- **19** Helpdesk / Support Tickets (<https://www.gorgias.com/>) has access to Email and CRM (~~stage 2~~)

- 
- Number: 1 Author: sagarsethi Subject: Cross-Out Date: 27/4/22, 3:37:29 pm
- 
- Number: 2 Author: sagarsethi Subject: Cross-Out Date: 27/4/22, 3:37:41 pm
- 
- Number: 3 Author: sagarsethi Subject: Underline Date: 27/4/22, 3:38:01 pm  
As Before
- 
- Number: 4 Author: sagarsethi Subject: Sticky Note Date: 27/4/22, 3:41:42 pm  
SSO or single sign on means its using Google, Facebook etc accounts to create a user on the website. However, in this website the each user is limited to a certain area. Meaning the trade users cannot access POS and POS users cannot access the eCommerce area. This can be a conflicting feature so have to be left out.
- 
- Number: 5 Author: sagarsethi Subject: Cross-Out Date: 27/4/22, 3:38:12 pm
- 
- Number: 6 Author: sagarsethi Subject: Sticky Note Date: 27/4/22, 3:43:11 pm  
Saving the card is only allowed for subscription based eComm. So cards will be saved in the Payment Gateway, not the website to be PCI compliant for wine club users only.
- 
- Number: 7 Author: sagarsethi Subject: Cross-Out Date: 27/4/22, 3:42:04 pm
- 
- Number: 8 Author: sagarsethi Subject: Sticky Note Date: 27/4/22, 3:44:17 pm  
Expiry Date Cannot be bypassed. We can only send a reminder to update the card details close to the expiry date.
- 
- Number: 9 Author: sagarsethi Subject: Cross-Out Date: 27/4/22, 3:43:25 pm
- 
- Number: 10 Author: sagarsethi Subject: Cross-Out Date: 27/4/22, 3:44:26 pm
- 
- Number: 11 Author: sagarsethi Subject: Highlight Date: 27/4/22, 3:44:58 pm
- 
- Number: 12 Author: sagarsethi Subject: Cross-Out Date: 27/4/22, 3:45:14 pm
- 
- Number: 13 Author: sagarsethi Subject: Underline Date: 27/4/22, 3:47:06 pm  
Wine Equalisation Tax Will have to the same for all products just like the GST
- 
- Number: 14 Author: sagarsethi Subject: Sticky Note Date: 27/4/22, 3:48:26 pm  
Although the POS will be very different to the eCommerce look in the front end, trade & wineclub will show the same look and feel.
- 
- Number: 15 Author: sagarsethi Subject: Cross-Out Date: 27/4/22, 3:47:20 pm
- 
- Number: 16 Author: sagarsethi Subject: Cross-Out Date: 27/4/22, 3:48:44 pm
- 
- Number: 17 Author: sagarsethi Subject: Cross-Out Date: 27/4/22, 3:48:37 pm
- 
- Number: 18 Author: sagarsethi Subject: Cross-Out Date: 27/4/22, 3:48:47 pm
- 
- Number: 19 Author: sagarsethi Subject: Cross-Out Date: 27/4/22, 3:48:56 pm
-

## Requirements: CMS

- <sup>2</sup> Easy-to-use CMS for easy content management <sup>1</sup>
- Responsive Design for the following 4 devices:
  1. Desktop
  2. Mobile
  3. Tablet
  4. **Printer** (Can be the same as tablet, but <sup>4</sup> CMS must recognize print command and print nicely on A4)
- Integration of Captcha for all forms
- Embedding booking SaaS platforms
  - Booking of Cottages
    - Booking of Cottages: Integration of <https://www.smoobu.com/en/> like on current website [http://1837barossa.com.au/1837Barossa\\_bnb\\_book\\_e.html](http://1837barossa.com.au/1837Barossa_bnb_book_e.html)
  - Booking of Restaurant Table
    - Not chosen yet: Most likely Rezdy or nowbookit
  - Booking of Wine Tasting
    - Not chosen yet: Most likely Rezdy or nowbookit Booking of Wine Tasting
  - <sup>5</sup> Phase 2: CRM API Integration
    - Client recognition – Start with email or mobile number, autofill if known client
    - Contact data will be stored directly in CRM
- Embedding of Social Media Feeds
  - Facebook
  - Instagram
- Cookie opt out
- SEO Tools <sup>6</sup>

## Page: 8

---

Number: 1 Author: sagarsethi Subject: Sticky Note Date: 27/4/22, 3:50:04 pm

WooCommerce Backend is the CMS for this project. No additional changes will be done to the UX aspect of the WooCommerce backend.

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Number: 2 Author: sagarsethi Subject: Cross-Out Date: 27/4/22, 3:49:18 pm

---

Number: 3 Author: sagarsethi Subject: Sticky Note Date: 27/4/22, 3:50:45 pm

Only the front end will be printer friendly

---

Number: 4 Author: sagarsethi Subject: Cross-Out Date: 27/4/22, 3:50:29 pm

---

Number: 5 Author: sagarsethi Subject: Cross-Out Date: 27/4/22, 3:51:10 pm

---

Number: 6 Author: sagarsethi Subject: Underline Date: 27/4/22, 3:52:18 pm

Basic SEO tools will be integrated such as YOAST lite. SEO as a service is NOT included in the projects costings.

## Requirements: eCommerce 1/4 - General

- **Product allocation pe sales sales channel**

- Ecommerce
- Wineclub
- Trade / Restaurant
- POS

- **Product Grouping**

- Selections
  - All (Same view as today: <https://1837barossa.square.site/shop/2>)
  - Prestige Selection White Wines
  - Reserve Selection White Wines
  - Prestige Selection Red Wines
  - Reserve Selection Red Wines
  - Private Selection Red Wines
  - Library Wines
  - Merchandise
- Varietal
  - All
  - Red
  - Whites
  - Sparkling and Rose
  - Merchandise
- Bundle (Grab your dozen)
  - Straight Dozen
  - Mixed Dozen
  - Reserve Dozen
  - DIY Dozen

- **Related items**

- At check out merchandise questions
  - Gift box Wood
  - Gift box gloss carton

- **Freight rules**

- Australia
  - Below \$300 flat fee of \$20
  - Above \$300 (after discount) free
  - If Wineclub member: Always free
- Overseas:
  - No delivery possible, change delivery address dialog

### Check Out;

- **Redemption Codes**

- Check Out with redemption code
- In \$
- In % of order

- **Label Printing**

- Print Out of ecommerce Order with label of shipping company ("Sendle" - <https://www.sendle.com/>)

- **Email Confirmation**

- Email confirmation with tracking number to client, including ATO valid Tax Invoice, [Send link to tasting notes](#) in confirmation email

This is just a URL to another location or website hard coded in order confirmation emails.

## Requirements: eCommerce 2/4 – Self Service

### Ecommerce 'Self Service' Portal

User Account Registration and Forgot Password Workflow

View Transaction History

1 Pay via New or 2 Saved Cards

Manage Contact Detail, Billing & Shipping Addresses 3 Saved Credit Cards

Auto-fill for Australian Street Addresses 4 Checkbox for manual address entry)

Manage Communication Preferences for Email & 5 Do Not Call Register

#### Club Settings:

- Change /skip delivery month
- Change / Preselect type of dozen

#### Rewards

6 Referring friends => \$10 per referral

- At check out: refer to a friend and get 5%

Making purchases => \$50 per each \$1000 of order within 12 month

7 R Code for Restaurant "Table Talkers" - Join Newsletter – get 10% off you next wine purchase

- Goes directly to registration page

- Email / Password

- Then he receives Redemption code per email / or text

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**T** Number: 1 Author: sagarsethi Subject: Cross-Out Date: 27/4/22, 3:55:35 pm

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**T** Number: 2 Author: sagarsethi Subject: Cross-Out Date: 27/4/22, 3:55:24 pm

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**T** Number: 3 Author: sagarsethi Subject: Cross-Out Date: 27/4/22, 3:55:44 pm

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**T** Number: 4 Author: sagarsethi Subject: Underline Date: 27/4/22, 3:56:56 pm

Google address API to be integrated. It is a pid service after certain lookups. Client's Google account will be needed with a working Credit Card.

**T** Number: 5 Author: sagarsethi Subject: Underline Date: 27/4/22, 3:57:42 pm

Will be added as a custom field in customer record or a tag in the backend.

**T** Number: 6 Author: sagarsethi Subject: Cross-Out Date: 27/4/22, 3:59:32 pm

Stage 2, additional \$1500 + GST

**T** Number: 7 Author: sagarsethi Subject: Underline Date: 27/4/22, 3:59:02 pm

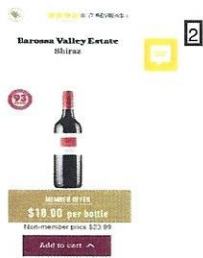
QR will need to be hardcoded in design and will be just a link out to another website. No further coding is done from our end.

## Requirements: eCommerce 3/4 - Layout

- Textfields per Wine SKU
  - Notes
    - Winemaker & tasting
    - Story of the wine
    - Foodpairing
    - Thirdparty endorsements (Points medal, Gold medal, etc.)
- Showing the price (Role-Model [1](https://www.danmurphys.com.au/red-wine/shiraz) [2](https://www.danmurphys.com.au/red-wine/shiraz))



Minimum case of six,  
but single bottle price written



- Member Offer with discount banner
- Member offer only: Order is greyed out for regular clients, as only available for members



Once selected, order can be per bottle and/or case (depending on setting per SKU), but single bottle price is always visible


### Sorting field



---

 Number: 1 Author: sagarsethi Subject: Cross-Out Date: 27/4/22, 4:01:22 pm

---

 Number: 2 Author: sagarsethi Subject: Sticky Note Date: 27/4/22, 4:00:39 pm  
Reviews Not Included In The Quote.

---

## Requirements: eCommerce 3/4 - Layout

Grab your dozen: **DYI Dozen** (Same template can then be used in Wine Club)

<https://redbirdwine.com/product/case-of-12-bottles/>

The screenshot shows the Red Bird Estate Winery website. The main heading is "Pick and Choose, Case of 12 Bottles". Below this, there are 12 individual wine bottle options arranged in a grid. A large blue arrow points from this grid to a "Case" selection area, which features a parrot logo and a list of product options. To the right, a shopping cart table is visible with columns for "Product", "Price", "Quantity", and "Subtotal".

Product	Price	Quantity	Subtotal
Red and Orange Case of 12 Bottles	\$342.50	1	\$342.50
Red and Orange Case of 12 Bottles - Reserve White 2017		1	
Red and Orange Case of 12 Bottles - Reserve White 2017		1	

### For fixed Dozen

- Straight Dozen
- Red only
- White only
- Mixed Dozen
- Red & White mixed
- Reserve Dozen
- Red & White mixed Reserve Only



RED BIRD ESTATE WINERY

See e.g.  
<https://tamburlaine.com.au/collections/special-offer>

## Requirements: Wineclub (eCommerce Skin 2)

- Wineclub is based on ecommerce solution, but has additional functions
- **1**ightly different background/skin, e.g. golden frame
  - Club Model is as follows
    - 2 deliveries per year (Clients chooses which month)
    - Each delivery can be either one of
      - 4 fixed packages for 12  
or
      - 1 DIY packages for 12
  - 25% Discount on full range
  - **3** Platinum available
  - Free freight on all orders
- **Functions:**
  - Holiday Blocker (for no delivery)
  - Change month of delivery
    - Jan/July
    - Feb/August
    - March/Sep
    - April/Oct
    - May/Nov
    - June/Dec
  - Manage Club & Product Selections & Skip, Suspend (max 5 month) or Cancel Orders

QR Code for Restaurant "Table Talkers" - Join the wine club get 25% off  
- Goes directly to Wine Club registration page

### **2**embership Referral Function

Refer to a friend menu  
Enter contact details of friend  
Friend will receive welcome email with link to Member login  
Confirmation email, that friend has received club invite and gift will be issued as soon as friend has registered  
As soon as friend has made first payment, a thank you email will be send to existing member with a redemption code for 1 free platinum bottle

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✚ Number: 1 Author: sagarseethi Subject: Cross-Out Date: 27/4/22, 4:08:35 pm

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✚ Number: 2 Author: sagarseethi Subject: Cross-Out Date: 27/4/22, 4:09:23 pm  
As before

---

✚ Number: 3 Author: sagarseethi Subject: Cross-Out Date: 27/4/22, 4:08:46 pm

---

## Requirements: Restaurant & Trade (eCommerce Skin 3)

- Restaurant & Trade is based on ecommerce solution, but has additional functions
  - 1 Slightly different background/skin, e.g. grey background
- **Discount Model (Loyalty based)**
  - Introduction offer first year 25% on all orders
  - 2<sup>nd</sup> year
    - Bronze: Revenues after discount last 12 month up to \$300 = 15%
    - Silver: Revenues after discount last 12 month up to \$500 = 20%
    - Gold: Revenues after discount last 12 month more than \$1000 = 25%
  - Free shipping if order > 1 dozen
- **User guidance at checkout**
  - Ecommerce solution point out at check out, that e.g. free shipping if 3 bottles more or 25% discount if 1 case of six more...
  - Ecommerce calculates how much to order to remain in the Loyalty class
- **Self management portal:**
  - 4 ABN Check when creating profile

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**T** Number: 1 Author: sagarseethi Subject: Cross-Out Date: 27/4/22, 4:09:33 pm

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**T** Number: 2 Author: sagarseethi Subject: Cross-Out Date: 27/4/22, 4:11:17 pm

This function will clash with other discount models. We can only use one discount model on one platform in WooCommerce.

**T** Number: 3 Author: sagarseethi Subject: Cross-Out Date: 27/4/22, 4:11:50 pm

Additional feature \$2800

**T** Number: 4 Author: sagarseethi Subject: Underline Date: 27/4/22, 4:12:26 pm

Will be done using additional plugins, subscription to which will need to be paid by the client.

## Requirements: POS

- Users
  - 5 user accounts
- Client mapping
  - 1 Client identification with mobile number / email
    - Mapping of order to client
  - 2 Permanent registration of credit-card
- Client Self Registration and claims waiver
  - Client can self register at beginning of experience (e.g. on tablet)
  - Start with mobile number / email, if already in system
  - 3 Vineyard walk – Claims-Waiver-, sign-on screen
    - Tickbox: Newsletter
  - 4 Address and contact details will be stored in CRM
- Wine Orders:
  - Once selected, order can be per bottle and/or case (depending on setting per SKU)
  - Straight / mixed / DYI Dozen
- Checkout:
  - Discount 10% Yes/No (Newsletter sign up, if not already ticket)
  - Wine Club Member: Always 25% discount
  - 1837 Staff Member: Always 25% discount
  - Restaurant & Trade:
    - Introduction offer first year 25% on all orders
    - 5-year
      - Bronze: Revenues after discount last 12 month up to \$300 = 15%
      - Silver: Revenues after discount last 12 month up to \$500 = 20%
      - Gold: Revenues after discount last 12 month more than \$1000 = 25%
  - SA Hospitality staff / SA Winery staff: 20%
- Checkout Option
  - Printing of A4 Warehouse Picking lists / client receipt

---

Number: 1 Author: sagarseethi Subject: Underline Date: 27/4/22, 4:12:50 pm

---

Will only work if already in the database

Number: 2 Author: sagarseethi Subject: Cross-Out Date: 27/4/22, 4:14:43 pm

---

PCI compliance will allow only to store cc in the payment gateway not the POS. Additional feature to call it in the POS from payment gateway as client sync between payment gateway and POS is required. Additional R&D is needed to chek if this is allowed in real time.

Number: 3 Author: sagarseethi Subject: Cross-Out Date: 27/4/22, 4:15:34 pm

---

Not part of the project, If just a tag on the client is needed, can be done

Number: 4 Author: sagarseethi Subject: Cross-Out Date: 27/4/22, 4:16:01 pm

---

NO CRM Integration in the project

Number: 5 Author: sagarseethi Subject: Cross-Out Date: 27/4/22, 4:16:29 pm

---

## Requirements: Inventory

- Users
  - 5 user accounts
- 1 Inventory Audit Trail (Shows User)
- 2 Warehouses
  - Mapping of POS / eCommerce to one Warehouse
- 3 Entering daily stock taking for tastings (Can be done via POS or CRM)
  - Print out daily inventory report with signature form for filing
  - 4 Printing of Picking lists for daily ecommerce orders (TASK in CRM or Button in POS)
  - 5 Printing of Picking lists for by monthly wineclub shipments (10 SKS)
- Label printer "Sendle" - <https://www.sendle.com/>

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☒ Number: 1 Author: sagarseethi Subject: Cross-Out Date: 27/4/22, 4:17:34 pm

---

☒ Number: 2 Author: sagarseethi Subject: Cross-Out Date: 27/4/22, 4:18:11 pm

Additional cost \$2500 has to be integrated to all areas ie POS, Trades, EComm etc.

☒ Number: 3 Author: sagarseethi Subject: Underline Date: 27/4/22, 4:19:06 pm

Stock can be updated anytime by the client in the backend via WooCommerce default function

☒ Number: 4 Author: sagarseethi Subject: Cross-Out Date: 27/4/22, 4:19:11 pm

---

☒ Number: 5 Author: sagarseethi Subject: Cross-Out Date: 27/4/22, 4:19:50 pm

Default report will be printed in a table format

☒ Number: 6 Author: sagarseethi Subject: Underline Date: 27/4/22, 4:20:29 pm

Default WooCommerce function will be used

☒ Number: 7 Author: sagarseethi Subject: Cross-Out Date: 27/4/22, 4:20:03 pm

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☒ Number: 8 Author: sagarseethi Subject: Cross-Out Date: 27/4/22, 4:20:07 pm

---

☒ Number: 9 Author: sagarseethi Subject: Underline Date: 27/4/22, 4:21:00 pm

Default eCommerce function will be used

☒ Number: 10 Author: sagarseethi Subject: Cross-Out Date: 27/4/22, 4:20:40 pm

---

## Requirements: Unified eMail Marketing

- Users
  - 5 user accounts
- Opt Out / Spam App compliant
- Newsletter Templates
  - Can choose Audience
    - E.g. for pre-release for certain wine and free shipping
    - Choose all buyers, that bought product x/y before
    - Birthday Month list
- Age Gate for Newsletter
- Coupons / Redemption Codes
  - Coupons, Offers & Messages/Notifications
- Role Based Discounts for Locals, Wine Club Member, etc.
- Products can be selected per audience
- Direct links to customer portal to order products
- Email Bounce & Resubscribe Management
- Statistics
  - Who did open email
  - Who did follow link in email
  - Who did order

---

T Number: 1 Author: sagarseethi Subject: Underline Date: 27/4/22, 4:23:11 pm

Only the default MailChimp Integration will be done where customers can subscribe to a mailing list from the front end. All other functions will be done from MailChimp login based on clients subscription. MailChimp customisation is not included in the project costs.

## <sup>1</sup>Requirements: CRM

- 5 Users
- Printing of Picking lists for daily ecommerce orders (TASKS)
- Printing of Picking lists for monthly wineclub orders (TASKS)
- Role Based Discounts for Resellers, Locals, VIPs, Staff
- Client life time value
- Colour codes (dots) in front of each client
  - Green: Active Client
  - Red: Wine Club Member
  - Grey: Inactive
- Helpdesk / Support Tickets (<https://www.gorgias.com/>) has access to Email and CRM (stage 2)

CRM is not a part of the project





# Authorisation

Please see the auth form with terms below.



# Xugar Services Agreement

## Schedule

1300 565 610

[hello@xugar.com.au](mailto:hello@xugar.com.au)

G Floor, 99 Coventry Street, Southbank

VIC 3006

ABN: 336 1960 7448

Client Details			
Client First Name: Guido		Client Last Name: Auchli	
Client Email: <a href="mailto:guido.auchli@1837barossa.com.au">guido.auchli@1837barossa.com.au</a>	Phone:	Mobile:	
Company Name: NG Services (SA) Pty Ltd		ABN: 11 617 810 769	
Street Address: PO Box 345			
Suburb: Lyndoch	State: SA	Post Code: 5351	
Your Position: MD			
Development Work		Hosting Services	
Package Name: <b>as in proposal</b>		Package Name: <b>as in proposal</b>	
Fees (Ex. GST): <b>\$31,000</b>		Fees (Ex. GST): <b>\$800</b>	
Inclusions/Comments: As In Proposal		Inclusions/Comments: As In Proposal	
SEO Services		Google Ads and Social Media Marketing	
Package Name: <b>NA</b>		Package Name: <b>NA</b>	
<del>Number of Key Phrases:</del>		<del>Number of Key Phrases:</del>	
<del>Set Up Fees (Ex. GST):</del>		<del>Set Up Fees (Ex. GST):</del>	
<del>Fees/Month (Ex. GST):</del>		<del>Fees/Month (Ex. GST):</del>	
<del>Inclusions/Comments:</del>		<del>Inclusions/Comments:</del>	
Declaration			
<p><i>// we understand that we will have to supply FTP/ Cpanel details, or any other things required as soon as possible to initiate the work with approval of the keywords (generally asked in the welcome letter) otherwise company is not liable for any delays in project start date.</i></p> <p><i>// we authorize and understand that details collected by 1 Being Pty Ltd including personal information may be used to provide better customer service.</i></p> <p><i>We may share your information with other parties including our contractors, directories/websites for website Url submission and different search engines.</i></p> <p><i>// we understand that this authorization is to remain in force in accordance with the terms and conditions on this order form. // we certify that I have read and agreed to all the terms, conditions and particulars on the front, back attached to this agreement. By signing or submitting online a direct debit request, you authorise us, either directly or by our agent Stripe, to arrange for the agreed monthly cost as mentioned in this form to be charged and debited to the credit card on each debit day on the terms of this Agreement and the Xugar Terms and Conditions.</i></p>			
Payment Terms			
Direct Debit: <b>Payment By Invoice</b>		Payment Schedule: <b>as in proposal</b>	
Card Type:		Fixed Term:	
Card Number:		Expiry:	CVV:
Authorization			
Client Signature:		Client Name: Guido Auchli	
		Date of Sign: 02/05/2022	
		Time of Sign:	
Office Use			
Checked & Accepted By:		Project Start Date:	
Details Confirmation Date:		Tentative Project End Date:	
Project Manager:		Customer Ref. ID:	

### IMPORTANT DISCLAIMER REGARDING SEO SERVICES

Search Engine Optimisation (SEO) is not a one-time activity. If you stop SEO services your rankings will drop. SEO is an extremely time-consuming activity and depending on your competition, you might not see results for 3 – 6 months. Accordingly, we require you to engage our services for no less than the **Fixed Term** of which is set out in the *Schedule (Fixed Term)* to allow us to achieve desired results. You are not entitled to terminate this agreement before the Fixed Term. Should you seek to terminate prior to the expiry of the Fixed Term, you will be required to pay to Xugar all unpaid amounts over the balance of the Fixed Term.

The objective of SEO services is to increase your search engine rank. The objective of SEO is not to increase sales and we do not guarantee an increase in your sales.

SEO rankings can drop at any time without reason including due to algorithm changes made by Google. Such changes are outside our control and we take no responsibility and bear no liability for a drop in your rankings.

### IMPORTANT DISCLAIMER REGARDING GUARANTEE

You enter this Agreement fully aware of your guarantee pursuant to clause 35 of this Agreement. As a guarantor, you are personally liable for all fees, debts, charges, liabilities and other costs incurred under this Agreement, or arising out of this Agreement. As signee to this Agreement, you are personally guaranteeing the company that is entering this agreement.

#### 1. TERMS AND CONDITIONS

These are the terms and conditions for services to be provided by 1 Being Pty Ltd ACN 619 607 448 trading as Xugar (**Xugar, our, we or us**) and you (**you, client**). Our services (**Services**) may include any one or more of the following:

- (a) Development Work (defined in clause 2 below).
- (b) SEO Services (defined in clause 3 below).
- (c) Hosting Services (defined in clause 4 below).
- (d) Google Ads & Social Media Marketing (defined in clause 5 below).

#### 2. DEVELOPMENT WORK

If you are engaging Xugar to provide web or app development services (**Development Work**), the scope of our Development Work as agreed with you is set out in the *Schedule (Development Work)* or otherwise set out in the proposal (**Proposal**) provided to you.

#### 3. SEO SERVICES

If you are engaging Xugar to provide SEO services, the scope of our SEO Services as agreed with you is set out in the *Schedule (SEO services)* or otherwise set out in the Proposal provided to you. As per the Disclaimer above, SEO Services cannot be terminated prior to the expiry of the Fixed Term. The SEO Service is not guaranteed, but will be performed to the best of Xugar's knowledge and ability.

You should be satisfied once you have chosen to engage Xugar to implement the SEO Service by examining Xugar's experience and previous work that Xugar has the requisite knowledge and ability to implement the SEO service for you.

Your website's ranking in relation to a particular search term will rely on both the relevancy of that term on your pages, the popularity of that term on other websites and the relevance of the back-links to your website to the search term. Although Google's results are displayed on other search engines, the work that is carried out by Xugar is aimed at increasing visibility and boosting ranking on Google. It is not possible to give a 100% guarantee for any specific result on any search engine, nor can Xugar quantify the level of increased traffic or sales, as a result of the SEO campaign. The objective of SEO Services is not to increase sales. Our objective is to improve your search engine rankings for agreed search terms.

No guarantees will be given as to your website's ranking as the search engines change their ranking algorithms on a regular basis and new sites and competitor sites may be being optimised and submitted continually. It is possible for your website's rankings to go backwards, if this were to happen, no liability will be on Xugar and no refunds or discounts given.

SEO deliverables are to improve your website rankings on the keywords selected and / or close variations of these phrases. In some cases it may not be possible to improve rankings on certain keyword phrases and in this case Xugar will select the closest relevant keyword phrases to optimise. SEO process takes at least 3 - 6 months to show some significant effect. During this time your website is analysed and optimised within the timelines and resources specified in agreement. Achieving stable high rankings can take up to 6-12 months.

SEO reporting will commence 1 month after the that start date of the campaign and performed once per month unless otherwise agreed with you

Results will be based upon listings of Google only unless otherwise agreed.

You agree to give Xugar the following access and that should such access not be granted, Xugar will not be held responsible for meeting any agreed upon targets:

- (a) You grant authority to submit the website pages being promoted to search engines and directories. Xugar will have the ability to optimise the structure and content of clients' web pages. Such changes generally have a minimal visual impact. Xugar will work directly with you in order to maintain the original look and feel of your website.
- (b) You must provide Xugar with log-on information (username and password) to gain FTP and/or cPanel access to the website. Xugar will maintain confidentiality of log-in information according to Xugar's privacy policy.
- (c) You must inform webmasters or anyone else who has access to the website that Xugar are performing SEO services on the site.
- (d) You must allow implementation of all optimisation strategies on your website.
- (e) You are responsible for ensuring that your website is always active and accessible.

Any SEO work that Xugar undertakes may be detrimentally affected if you have:

- (a) Employed the services of another SEO provider or any other related company to work on the website during the same period.
- (b) Created any duplicate sites, duplicate content or pages, redirects or doorway pages.
- (c) Requested or exchanged links with link farms or undertaken any spamming techniques which may harm the website's ranking with Google.
- (d) Attempted to use any other techniques, whether allowed by Google or not, to attempt to increase the SEO ranking of the site; or
- (e) Any other additional SEO or SEO related activity.

Xugar will not be held responsible for reaching any agreed upon targets if you have attempted to complete any of the above listed tactics. Xugar requests that you inform Xugar in writing if any of the above has been undertaken either currently or prior to the appointing of Xugar. If any such work has been undertaken Xugar will not be held responsible for any agreed targets or guarantees and in such circumstances and Xugar reserves the right to withdraw its obligations to you.

It is agreed and understood that any activities undertaken by you (or by any third party on your behalf) which is in relation to or similar to the SEO Services, including without limitation any modification of the SEO Services or your website or the use of or inclusion of any third-party product or service which might relate to the SEO Services shall interfere with the provision of the SEO Services by Xugar and affect the results, outcomes and positions in search engines. All such things should be discussed with Xugar prior to implementation, and You shall not implement the same without the prior written consent of Xugar.

Xugar may make void any campaign and render all of the outstanding balance payable should it be discovered

that you have participated in actions considered undesirable (spamming) by the search engines, such as hidden links, links to link-farms, FFA link pages, redirects or cloaking techniques, submissions of web pages of the site to the search engines, search directories or other websites without the consent of Xugar, used automated website submission software or automated reciprocal link programs.

Xugar may provide hosting upgrade advice in the event speed or uptime of the website is limited or affected due to the hosting associated with your website and will not be held liable for not achieving agreed upon goals in the event that such advice is not taken.

Xugar cannot be held responsible for problems or additional costs arising due to any errors made by third parties, or failure to maintain a current copy of your own website.

#### 4. HOSTING SERVICES

If you are engaging Xugar to provide hosting services (**Hosting Services**), the scope of such work is set out in the *Schedule (Hosting Services)* or otherwise set out in the Proposal provided to you.

#### 5. GOOGLE ADS AND SOCIAL MEDIA MARKETING

If you are engaging Xugar to provide Google ads and/or social media marketing work (GOOGLE ADS AND SOCIAL MEDIA MARKETING), the scope of our Development Work as agreed with you is set out in the Schedule (Marketing Services) or otherwise set out in the proposal (Proposal) provided to you.

#### 6. OUR FEES & PAYMENT TERMS

In consideration of the Services, you are required to pay the fees (**Fees**) set out in the *Schedule (Fees, Fees/Month, Set Up Fees)*.

Our Fees must be paid monthly in advance or as mentioned in the schedule (Payment Schedule). Our Fees must be paid as set out in the annexed proposal. If you are engaging Xugar to provide Hosting Services, we will issue tax invoices from time to time setting out our charges relating to the provision of such services. The fees payable (if relevant) for Hosting Services are set out in the *Schedule* under Hosting Services (*Fees*).

All our invoices must be paid by no later than the payment deadline provided in the invoice. If payment is not made on time, Xugar may employ the services of a debt recovery agency to recover the outstanding debt. You are liable for any costs associated with the recovery of outstanding debts. All payments are to be made to Xugar's bank account details (BSB: 013377 Account Number: 410131329) or direct debited on the due date if authorised by the client. Any delay in payment may result in the imposition of interest at the rate of 2%. If you are required to change to your payment details for any reason, you must notify us in advance of your payment becoming due. If you fail to notify us in advance and your payment is declined because you have changed your payment method, you will be subject to a charge of 5% the amount due.

This Agreement is not subject to a cooling off period. Any monies debited or received are non-refundable. Cancellation of any Direct Debit Authority does not affect your liability to pay the fees in full under the contract.

If due to unforeseen circumstance the client opts out of the contract, the remainder of the contract amount becomes due immediately and a new contract will be made if and when you choose to you our services in future. If you have finished the term of contract and want to cancel the future payments, 4 weeks notice is required and it is mandatory all raised/pending invoices for period before the cancellation are paid in full.

#### 7. SUPPLY OF MATERIALS

If you are engaging Xugar for Development Work, you must supply all materials and information required by us to complete the Development Work including items set out in the *Schedule (Declaration)*. Such materials may include, but are not limited to, website content, photographs, written copy, logos and other printed material. Where there is any delay in supplying these materials to us which leads to a delay in the completion of Development Work, we have the right to extend any previously agreed deadlines by a reasonable amount of time.

Where you fail to supply materials, and that prevents the progress of the Development Work, we have the right to invoice you for any part or parts of the Work already completed.

#### 8. VARIATIONS TO DEVELOPMENT WORK

Our Work is undertaken on the basis of the scope of work (**Scope**) we agree with you prior to the commencement of the Development Work. We will allow you to make minor changes to the Scope without charge. This includes changes such as minor content / text updates, minor image replacements, reasonable changes to fonts, bug fixes, minor technical support, software updates and any other tasks we may regard (in our absolute discretion) as minor updates to the Scope.

Any task or activity considered to be more than a minor change to the Scope (**Out Of Scope**), will be subject to additional charges (**Additional Charges**) and will be separately invoiced. We undertake to only commence work that is Out Of Scope once we have received your approval of our Additional Charges. Whether a task is Out Of Scope will be decided by Xugar in its absolute discretion. The following is a non-exhaustive list of tasks that will be regarded as Out Of Scope:

- (a) Broadly, 50% or more of the content of the platform is to be updated.
- (b) Changes impacting the back-end logic and responses.
- (c) Theme or style re-designs.
- (d) Material re-sizing of sections, fonts and / or images.
- (e) Functional changes or additions.
- (f) New design features.

Unless otherwise agreed, please note that our standard Additional Charge is \$180 per hour.

#### 9. PROJECT DELAYS AND CLIENT LIABILITY

Any time frames or estimates that we give are contingent upon your full co-operation and the provision of complete and final materials and information required to complete the Development Work. During development there is a certain amount of feedback required in order to progress to subsequent phases. It is required that a single point of contact be appointed from your side and be made available on a daily basis in order to expedite the feedback process.

#### 10. APPROVAL OF DEVELOPMENT WORK

On completion of the Development Work you will be notified and have the opportunity to review it. You must notify us in writing of any unsatisfactory points within 5 days of such notification. Any of the Development Work which has not been reported in writing to us as unsatisfactory within the 5-day review period will be deemed to have been approved. Once approved, or deemed approved, Development Work cannot subsequently be rejected, Xugar will have deemed to have completed its obligations.

The review process as set out above will be repeated once. Beyond this, we reserve the right to impose Additional Charges on the basis of our hourly rate as set out in clause 8.

#### 11. WARRANTY BY YOU AS TO OWNERSHIP OF INTELLECTUAL PROPERTY RIGHTS

You must obtain all necessary permissions and authorities in respect of the use of all copy, graphic images, registered company logos, names and trademarks, or any other material that you supply to us to include in your website, web, mobile or other applications.

You must indemnify us and hold us harmless from any claims or legal actions related to the content of your website (including any unauthorised use by you of any material used in your website or web applications).

#### 12. OWNERSHIP

Once you have paid us in full for our Development Work, ownership of the Development Work its related software and contents is transferred to you (subject to any and all applicable third-party ownership, rights and licences).

We do not grant you any rights in the SEO Services and all rights are reserved by Xugar. You acknowledge and agree that the SEO Services and procedure, the names and logos of Xugar and all related product and service names, are the sole and exclusive property of Xugar and its affiliates.

#### 13. SEARCH ENGINES

To the extent we are creating a website or app for you, we do not guarantee any specific position in search engine results for your website.

#### 14. DISCLAIMER

To the full extent permitted by law, all terms, conditions, warranties, undertakings, inducements or representations whether express, implied, statutory or otherwise (other than the express provisions of these terms and conditions) relating in any way to the Services we provide to you are excluded. Without limiting the above, to the extent permitted by law, any liability of Xugar under any term, condition, warranty or representation that by law cannot be excluded is, where permitted by law, limited at our option to the replacement, re-repair or re-supply of the Services or the payment of the cost of the Services that we were contracted to perform.

We shall not be liable for any loss or damage which you may suffer which is in any way attributable to any delay in performance or completion of this agreement, however that delay arises. Any and all liability for consequential loss is strictly excluded.

We are not responsible in any way for loss, delays, damage or otherwise in connection with any modifications, changes or alterations undertaken by you or any third party to any service, platform or application we have been engaged to create or provide (as appropriate).

XUGAR's total aggregate liability for all claims relating to the Agreement is limited to 35% of the Price and any Additional Charges incurred by you. Each party's liability for any claim relating to the Agreement will be reduced to the extent to which the other party contributed to the damage arising from the claim.

We are not responsible for any delay or failure to perform our Service under the agreement if the failure is caused by any matter beyond our reasonable control including (without limitation) acts of God, acts of any government, war or other hostility, national or international disaster, the elements, fire, explosion, power failure, equipment failure, strikes, lockouts, inability to obtain necessary supplies and any other force majeure occurrence.

Nothing in this Agreement, the proposal, or in any aspect of the provision of the Service creates a relationship of partnership or agent between the parties.

#### 15. SUBCONTRACTING

We reserve the right to subcontract any Services that we have agreed to perform for you as we see fit.

#### 16. NON-DISCLOSURE

We agree that we will not at any time disclose any of your confidential information to any third party. A party must not, without the prior written consent of the other party, use or disclose the other party's Confidential Information unless expressly permitted by disclosing party's managing director in writing or required to do so by law or regulatory authority. Each party must implement and maintain effective security measures to prevent unauthorised use and disclosure of the other party's Confidential Information. A party may use the Confidential Information of the other party solely for the purposes of complying with its obligations and exercising its rights under this Agreement, and disclose the Confidential Information to its personnel or advisers to the extent necessary for them to know the information for the purposes related to this Agreement but only if reasonable steps are taken to ensure that the confidentiality of the information is retained.

#### 17. ADDITIONAL EXPENSES

You agree to reimburse us for any requested expenses which do not form part of our proposal including but not limited to the purchase of templates, third party software, stock photographs, fonts, domain name registration, web hosting or comparable expenses.

#### 18. GOODS AND SERVICES TAX (GST)

Xugar's Fees and other charges are quoted exclusive of GST. To the extent that Xugar considers that the supply being made is subject to GST, GST will be charged in addition to the Fees and charges and is payable at the same time and in the same manner. Xugar will also charge GST on any expenses and/or disbursements that Xugar incurs in relation to the Work.

#### 19. BACKUPS

You are responsible for maintaining your own backups with respect to your website and we will not be liable for restoring any client data or client websites except to the extent that such data loss arises out of a negligent act or omission by us.

#### 20. CROSS BROWSER COMPATIBILITY

We endeavour to ensure that the web sites we create are compatible with all current modern web browsers such as the most recent versions of Internet Explorer, Firefox, Google Chrome and Safari.

#### 21. E-COMMERCE

You are responsible for complying with all relevant laws relating to e-commerce, and to the full extent permitted by law will hold harmless, protect, and defend and indemnify Xugar and its subcontractors from any claim, penalty, tax, tariff loss or damage arising from your or your clients' use of internet electronic commerce.

#### 22. THIRD PARTY PAYMENT PLATFORMS

To the extent that the Scope includes integrating a third-party payment system (for example, Stripe) into your site, application or platform, you agree to comply with the terms and conditions of use of such third-party platform holding us harmless for any loss or damage arising from your use of such platform or otherwise.

#### 23. OTHER THIRD PARTY INTEGRATIONS

To the extent that you have integrated any third party into your website or online presence, we are not liable for any problems or damages arising as a consequence of the third party integration.

#### 24. BUG SUPPORT

XUGAR will endeavour to rectify any Bugs which XUGAR receives written notice of, up until the expiration of 90 days from the date of activation of your Services. Tweaks, amendments or improvements in usability, functionality or design are not considered a Bug, and are considered

outside the original Scope and as such are billable at the standard hourly rate. XUGAR does not support or warrant any Bugs derived from obsolete browsers such as Internet Explorer 6 and versions of other browsers that are more than two versions old. XUGAR shall do a reasonable level of testing of your services, however you are responsible to thoroughly test your services for any Bugs during the warranty period.

#### 25. YOUR RIGHTS AND OBLIGATIONS

At all times while you have engaged our services you must not:

- Remove our access from your website backend and/or hosting;
- Treat any of our staff, agents, or representatives with rude or aggressive behaviour;
- Refer to our company, brand, staff, agents, or representatives on any online or otherwise public forum including but not limited to social media, forums, review platforms or otherwise.

At all times that you have engaged our services, you must:

- Be responsive to our communications;
- Provide content within 4 weeks of signing this agreement, and as otherwise required;
- Do everything reasonably necessary to give full effect to the Agreement.

#### 26. OUR RIGHTS AND OBLIGATIONS

At any time while our services are engaged by you, we may mention Xugar links and references on your website.

At all time while our services are engaged by you, we must do everything reasonably necessary to give full effect to the Agreement.

#### 27. CONTENT SUPPLY

You agree to supply Content to Xugar on request and within a timely manner to ensure our ability to perform the Service. If Content is not supplied within a reasonable time after being requested, your website may be archived. The following are examples of when your website may be archived:

- When you do not respond to a necessary query for a period of 15 days or more;
- When the development process lasts longer than 20 days due to the slow provision of content or a lack of communication or cooperation by you.

In the above circumstances your website will be archived without notice and an archive charge of \$395 plus GST will be levied against you. There will then be a monthly charge of \$50 plus GST until you reactivate your website.

A charge of \$150 plus GST must be paid to reactivate your website in the event of it being archived.

#### 28. TIMEFRAMES

This is not of the essence in regard to the execution of the Services. The Services will be provided within a reasonable timeframe in accordance with this Agreement.

Any action or thing that falls due on a day that is not a business day will fall due on the next business day.

#### 29. NOTICES

Each communication in connection with this agreement (**Notice**) has no legal effect unless it is in writing. Notices may be sent by email to the email address of the addressee as set out in the *Schedule (Client Email)*.

#### 30. SEVERABILITY

If anything in this Agreement is unenforceable, illegal or void or contravenes the law then it is severed and the rest of this Agreement remains in force.

#### 31. ENTIRE AGREEMENT

This agreement contains the entire agreement, arrangement and understanding between the parties on everything connected with the subject matter of this agreement and supersedes any prior agreement, arrangement or understanding on anything connected with that subject matter. Each party has entered into this agreement without relying on any representation by any other party or any person purporting to represent that party.

#### 32. TERMINATION

A party may terminate this agreement in the following circumstances:

- A material breach of this agreement which is not remediable or if capable of remedy, where the other party fails to remedy within 7 days of written notice.
- Any breach of a party's obligations under clauses 25 and 26 which is not remediable or, if capable of remedy, where the other party fails to remedy with 14 days of written notice.
- An insolvency event occurs, other than an internal reconstruction with notice to the other party.

To the extent you have engaged Xugar for SEO Services, you are not entitled to terminate this agreement until the Fixed Term has expired. Should you seek to terminate prior to the expiry of the Fixed Term, you will be required to pay to Xugar all unpaid amounts over the balance of the Fixed Term.

Termination does not affect any of the parties' respective accrued right up until the time of termination including the right to recover any unpaid Fees and other charges.

A party may not terminate the agreement because of a change of their financial circumstances.

In the event of termination by Xugar because of a breach by you, you must pay all outstanding moneys to Xugar. On receipt of payment of all outstanding moneys, you will receive full title to the work completed up until the time of termination.

#### 33. EXPIRY OF AGREEMENT

At expiration of the contract period, unless otherwise agreed, the services provided to you by Xugar will continue on a monthly basis until the first of the following occur:

- The Contract is renewed.
- The Contract is cancelled with 30 days' notice in writing, delivered to Xugar by way of email to [hello@xugar.com.au](mailto:hello@xugar.com.au)

#### 34. GOVERNING LAW

The agreement constituted by these terms and conditions and any proposal will be construed according to and is governed by the laws of Victoria. You and Xugar submit to the non-exclusive jurisdiction of the courts in and of Victoria in relation to any dispute arising under these terms and conditions or in relation to any Work we perform for you.

#### 35. GUARANTEE

The director and/or secretary acting as signees to this agreement, in consideration of Xugar providing the Service to **THE CLIENT** agree jointly and severally to personally guarantee the performance of all obligations and payment of all debts incurred by **THE CLIENT**.