



## **Terms of Trade**

### **Customer Responsibility**

When requesting a website to be made by Online Designs the Customer acknowledges responsibility for collecting content and other relevant material required to complete the project and for providing that material to Online Designs in a timely manner. It is the responsibility of the Customer to ensure the material provided, including any text, logos and/or images are not subject to copyright. Online Designs takes no responsibility for issues arising due to using supplied material if it is found to be copyright to a third person or party. Any costs incurred as a result of supplying copyright material including the cost of removing the copyright material are the responsibility of the Customer.

Failure to deliver material to complete a project when requested may delay delivery of services and may also result in increased costs being incurred. The Customer agrees that any such increased costs shall be charged by Online Designs and shall be in addition to the quote total.

Once the design has been given to the Customer for proofing, the Customer has 30 days to provide to us any design alterations. Subsequent changes may incur a redesign fee.

Once the deposit has been invoiced Online Designs will ask you for text and/or photographs for each page of your website, we would expect these to be supplied within 30 days. Once the website has been completed by us the Customer has 10 days to test and check the website and advise us if any changes are required, if no changes are forthcoming at that point we consider the project completed.

### **Personal Liability**

I agree that if I am a Sole Trader, Partner or, where the entity is a company, a director or shareholder (owning at least 15% of the shares in the company), I shall be personally liable for the performance of the Customer's obligations under this contract.

### **Terms of Payment**

A deposit of 20% of the quote total is payable before the initial design has been created unless agreed otherwise with Online Designs Limited. Online Designs has no obligation to commence copy collection or production until the deposit has been paid in full. Failure to pay the deposit may delay delivery of the service and Online Designs shall not be responsible for any such consequential delays.

The balance of the quoted total (including GST, all disbursements, variations, concept amendments and other additional costs) is payable within 14 days after the Customer has received the completed service, notwithstanding that modifications may still need to be completed. Where a website does not go live at the request

of the customer or otherwise through no fault of Online Designs, the total balance is still required to be paid on the due date.

Online Designs retains the right to invoice a progress payment (being a percentage of the balance) for services undertaken, where the project development continues on for six weeks or more. Such progress payment is bound by the same payment terms as the balance. Failure to pay any sum when due, will incur penalty at the rate of \$100 compounding per month. Outstanding accounts may be referred to a debt collection agency or legal action undertaken in a court of law. All recovery costs, interest, fees and expenses incurred in collection will be added to the account balance. Customers seeking credit terms which vary from those expressed above must have a trading history with Online Designs not less than 6 months.

### **Acceptance of Quotation**

By signing the website brief document the Customer accepts liability in full for the quote total and any other sums payable pursuant to this contract. The Customer acknowledges that this contract sets out the entire agreement between the parties and it has not relied on any oral or written representations made to it by Online Designs by any employee or any agent. All other terms which could be implied from past transactions, correspondence or previous conduct between the parties, are expressly excluded.

Once the deposit has been paid, then the Customer acknowledges that this contract may not be cancelled. If the Customer purports to cancel this contract subsequently in writing or by conduct, the Customer agrees that they may immediately forfeit the deposit and the Customer shall remain liable to pay the balance of the quote total as compensation to Online Designs for the loss of profits incurred due to the resulting production downtime.

Online Designs reserves the right to suspend delivery of the services at any time if the Customer is in breach of any of its obligations pursuant to this contract or if Online Designs has any doubts whatsoever as to the Customer's credit worthiness or its ability to meet its obligations under this contract in full.

### **Modifications to services after client receipt**

Following receipt of the completed services, there shall be a 30 working day inspection period during which it is the responsibility of the Customer to check for errors, omissions and accuracy of content and performance and to notify Online Designs in writing of any modifications required. All valid items for modification accepted in writing by Online Designs and shall be remedied.

Any modifications notified to Online Designs after the initial 30 working day inspection period shall not be included in the original quote and Online Designs shall be entitled to charge at their standard rates for such additional remedial work. Any modifications requested by the Customer which were not envisaged by the original quote shall be treated as variations to this Contract and shall be charged for accordingly. The acceptance of modifications by Online Designs shall not entitle the Customer to withhold payment of the settlement balance. The Customer agrees that Online Designs shall not be obliged to remedy such modifications until the balance of the purchase price is paid in full.

### **Ownership Of Work**

Once paid in full the website becomes the property of the Customer, however all working files and custom code remains the property of Online Designs. Online Designs reserves the right to display any work in their portfolio and as standard web industry practice will, unless specifically requested otherwise, add a link at the bottom of the Customer's website to Online Design's website. Online Designs reserves the right to reuse some or all of the work on other projects as they see fit without breaching Customer copyright.

## **Cross Browser Compatibility**

Our developers create websites to display in the latest two versions of the most common browsers. Websites and Web applications may be displayed differently between browsers or operating systems. We do not guarantee the website will render exactly the same in all browsers and additional charges may be applied if you require your site to display perfectly in less common or older browsers.

The Customer should be aware that some advanced techniques may require a recent browser version or plug-in. The Customer should also be aware that as new browser versions are developed, the new browser versions may not be backward compatible. Time spent to make changes to a website for compatibility due to the introduction of a new browser version will be charged for if required.

## **Hosting, Updates & Maintenance**

Ongoing monthly payments for hosting of websites shall be payable monthly in advance by automatic payment or annually in advance by direct credit or cheque. Online Designs reserves the right to remove websites from their servers and suspend email accounts if payment is not received.

Whilst every effort is made to ensure uninterrupted services, Online Designs does not guarantee that the functions and services provided by its web servers, mail servers, web sites and software will always be uninterrupted, timely and secure or error free. Online Designs will not be held responsible for any losses incurred as a result of server down time.

Email services are a productivity tool based on the Microsoft Exchange Server platform that allows you to access and synchronise your email, contacts, calendars, and task management tools. This is not an archival service. You are solely responsible for maintaining independent back-up copies of your emails. We expressly disclaim any liability or responsibility for any loss, damage or destruction of your emails, distribution lists, or any other content.

Your web application will be designed and built to operate on servers that support PHP and MySQL. If you wish to host your website with another provider you are required to notify Online Designs of this prior to the commencement of work on the website. Any issues that arise from hosting with another provider are not the responsibility of Online Designs and we accept no liability for them.

Cancellation of hosting is required in writing with 30 days notice. Any paid for but unused hosting is non-refundable.

We offer a service which includes a set amount of time for 'minor' updates and maintenance. Time is non-accumulative and therefore cannot be carried over from month to month. A 'minor' update is deemed to be changes to text and images on existing pages and does not cover specialist graphic design work or programming, addition of extra pages or design changes. If you are not on a plan that includes maintenance, or if time used exceeds your plan allowance, time will be charged at \$100+GST per hour with a half hour minimum fee (\$50.00+GST).

## **Suspension of services**

If your services have been suspended, this is typically the result of your invoice(s) being overdue and/or unpaid. Refer to our Terms of Payment section.

### **Duration of agreement and its termination**

Online Designs may terminate the working client relationship if you do not provide any information or materials requested within a reasonable timeframe after being asked to do so; or we consider that the mutual confidence and trust no longer exists. Any notice given must be in writing and addressed to the other party's contact persons. Upon termination, our obligation to carry out the project ceases; an already issued and unpaid invoice owed to Online Designs must be paid; Online Designs is entitled to issue an invoice for any unbilled work carried out up to the date of the termination which you are liable to pay.

### **Electronic Commerce**

The Customer acknowledges that it is responsible for complying with all regulations and laws related to ecommerce, and agrees that Online Designs are not responsible for any claim, suit, penalty or tax arising from the Customer's misuse of Internet electronic commerce.

### **Links To Third Party Applications & Other Websites**

Should you ask us to connect or link your website to a Third Party application or website, the Customer understands that Online Designs has no control over the functionality or content of the Third Party application or website and is therefore not responsible for the content or functionality contained therein. Modifications required to the Customer's website to change, update or remove connections to external sources will be charged for at our normal hourly rate.

### **Search Engine Performance**

Online Designs will, as part of setting up your website, carry out basic search engine optimisation for you. However, we cannot and do not guarantee where your website will be ranked and any additional, ongoing specialist search engine work requested will be charged for.

### **Quote Limitation**

Quotes supplied by Online Designs are valid for a maximum of 3 months from the date of issue and the quotation shall be exclusive of Goods and Services Tax (GST) unless specifically stated to the contrary.