

# Terms and Conditions

## Web Development

### 1. STANDARD TERMS AND CONDITIONS

These are the standard terms and conditions for Website Design and Development and apply to all contracts and all work undertaken by Bow Tie Kreative® for its clients.

### 2. OUR FEES AND DEPOSITS

A 50% deposit of the total fee payable under our proposal is due immediately upon you instructing us to proceed with the website design and development work. The remaining 50% shall become due when the work is completed to your reasonable satisfaction but subject to the terms of the “approval of work” and “rejected work” clauses. We reserve the right not to commence any work until the deposit has been paid in full.

Deposits aren't refundable.

### 3. SUPPLY OF MATERIALS

You must supply all materials and information required by us to complete the work in accordance with any agreed specification. Such materials may include, but are not limited to, 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 work, we have the right to extend any previously agreed deadlines by a reasonable amount.

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

Delays in supplying content that amounts to more than 6 months, gives Bow Tie Kreative the right to cancel the project. Any payment will not be refunded.

### 4. VARIATIONS

We are pleased to offer you the opportunity to make revisions to the design. However, we have the right to limit the number of design proposals to a reasonable amount and may charge for additional designs if you make a change to the original design specification.

Our website development phase is flexible and allows certain variations to the original specification. However any major deviation from the specification will be charged at the rate of \$100.00 per hour.

### 5. PROJECT DELAYS AND CLIENT LIABILITY

Any time frames or estimates that we give are contingent upon your full co-operation and complete and final content in photography for the work pages. 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.

### 6. APPROVAL OF WORK

On completion of the work you will be notified and have the opportunity to review it. You must notify us in writing of any unsatisfactory points within 7 days of such notification. Any of the work which has not been reported in writing to us as unsatisfactory within the 7-day review period will be deemed to have been approved. Once approved, or deemed approved, work cannot subsequently be rejected and the contract will be deemed to have been completed and the 50% balance of the project price will become due.

### 7. REJECTED WORK

If you reject any of our work within the 7-day review period, or not approve subsequent

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work performed by us to remedy any points recorded as being unsatisfactory, and we, acting reasonably, consider that you have been unreasonable in any rejection of the work, we can elect to treat this contract as at an end and take measures to recover payment for the completed work.

#### 8. PAYMENT

Upon completion of the 7-day review period, we will invoice you for the 50% balance of the project.

#### 9. 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 trade marks, or any other material that you supply to us to include in your website or web applications.

You must indemnify us and hold us harmless from any claims or legal actions related to the content of your website.

#### 10. LICENSING

Once you have paid us in full for our work we grant to you a license to use the website and its related software and contents for the life of the website.

#### 11. SEARCH ENGINES

We do not guarantee any specific position in search engine results for your website. We perform basic search engine optimisation according to current best practice.

#### 12. CONSEQUENTIAL LOSS

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 our contract, however that delay arises.

#### 13. 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 Bow Tie Kreative 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.

#### 14. SUBCONTRACTING

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

#### 15. NON-DISCLOSURE

We (and any subcontractors we engage) agree that we will not at any time disclose any of your confidential information to any third party.

#### 16. ADDITIONAL WORK/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.

#### 17. 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.

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## 18. OWNERSHIP OF DOMAIN NAMES AND WEB HOSTING

We will supply to you account credentials for domain name registration and/or web hosting that we purchased on your behalf when you reimburse us for any expenses that we have incurred.

## 19. 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 Tasmania. You and Bow Tie Kreative submit to the non-exclusive jurisdiction of the courts in and of Tasmania in relation to any dispute arising under these terms and conditions or in relation to any services we perform for you.

## 20. CROSS BROWSER COMPATIBILITY

By using current versions of well supported content management systems such as "Bow Tie Kreative", 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. Third party extensions, where used, may not have the same level of support for all browsers. Where appropriate we will substitute alternative extensions or implement other solutions, on a best effort basis, where any incompatibilities are found.

## 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 Bow Tie Kreative and its subcontractors from any claim, penalty, tax, tariff loss or damage arising from your or your clients' use of Internet electronic commerce.

## 22. SPONSORED / DISCOUNTED WORK

If Bow Tie Kreative has given a substantial discount more than 15% of the total value of the project, you agree that the proposed work completion date can be subjected to change at anytime without notice. To remove such clause you will always have the option to pay in full. Clients are also obligated to pay 100% deposit, which is non-refundable.

## 23. FILE SUBMISSIONS

All information that is to go on the website must be provided in a .docx .doc (word document) file. Images must be of high resolution 300 dpi. All videos can be uploaded to our server via FTP.

## 24. EMAIL REQUESTS

All requests must be sent via email, or submitted in our project management software.(Wrike).

Please allow up to 3 business days to respond to any mail requests. (not including weekends, long weekends and statutory holidays).

## 25. URGENT REQUESTS

Fees may apply for when you need quicker response times and urgent requests. You do have an option to purchase express priority service.

## 26. REQUESTS OUT OF SCOPE

If your requests are out of scope of the original proposal/quote - you may be subject to additional billing.

## 27. RIGHT TO PROMOTE

Bow Tie Kreative reserves the right to promote anything that we create for you in our portfolio or marketing campaigns.

## 28. SOFTWARE DEFECTS

Client acknowledges and agrees that the determination of the cause of a defect may require additional time to troubleshoot the source of the defect. The time spent to troubleshoot or correct software flaws which are determined to not have been caused by source code or data developed or modified by Bow Tie Kreative will be billed on a time and materials basis. Client will be billed if defects are due to the following: Any source code for the Deliverable is modified by Client or any third party; Client or any third-party improperly uses or installs, or fails to conduct regular maintenance or backups of, the Deliverable(s); or Damage is caused either by computer viruses or by attempts to remove an alleged computer virus.

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