

Web Design Terms and Conditions

The following terms and conditions apply to all web site development and hosting services offered by Zen Web Design. By signing, and thus accepting, a quote from Zen Web Design you are agreeing to the following terms and conditions. By ordering a product from Zen Web Design are also agreeing to the following terms and conditions.

General Terms

1.1. All prices include GST at 10.0% unless otherwise stated.

1.2. Quotes are valid for 30 days.

1.3. It is the customers' responsibility to ensure that any web site is lawful, does not infringe any copyright or any other laws. It is also the customers' responsibility to carry out any market research as to the viability and profitability of any project before accepting any quote.

1.4. We reserve the right to refuse to construct a web site that we may judge as unfit due to content or otherwise. This includes, but is not limited by, sites containing adult oriented material such as pornography, sites which promote hatred towards persons belonging to any ethnic group, religion or sexual orientation and sites which infringe copyright or are contrary to Australian laws.

1.5. The acceptance of a commission quote in writing shall be deemed as a contractual agreement between the client and Zen Web Design.

1.6. At project acceptance Zen Web Design can provide an estimated completion date, however we cannot guarantee this date as a final completion date.

1.7. A deposit of no less than 50% of the total quoted price must be provided before project commencement (*see 2.2 for payment details*).

1.8. Once a commission has commenced it will be completed using the information, data, text and images provided at project commencement or during the design phase. Once the design process has been completed the project will be presented to the client who may make any changes to design and content he wishes.

1.9. All information, data, text and images (including written copy) is the responsibility of the client and must be provided in full within 30 days of acceptance of the quote. Please ensure the information you provide is correct when you supply it to Zen Web Design. Zen Web Design claims no responsibility for grammatical or typographical errors

provided in the content supplied by the client and will charge \$85/hr for changes that need to be made after content is supplied.

1.10. Zen Web Design will initially place the client's web site on a demonstration server in order that the client may view and comment upon the project. Once the client has approved the project a final invoice will be presented.

1.11. Zen Web Design reserves the right to alter our prices at any time without prior notice. If a quote at an original price has been made it will be valid for 30 days and subsequently during the life of the current commission, however additional work may be charged for using the new pricing structure.

1.12. A client's site will be hosted once approval of the design and content is given however we reserve the right to remove the site at any time until the invoice is paid in full.

1.13. When a quote has been accepted and a developed project approved by the client the invoice must be paid within 30 days regardless of the amount of content that the client still has to provide to Zen Web Design.

1.14. Content or features listed in the original quote but not provided during the development phase by the client will be added at any time in the future, however invoices must be paid in full including sections which the client still has to provide content for.

1.15. All material, both text and images supplied by the client and used in the construction of the client's web site, will remain the client's property. All such material will be assumed to be the property of the client and free to use without fear of breach of copyright laws.

1.16. The copyright for all material provided by Zen Web Design, such as source code, graphics, photographs video, animation and text, will remain the property of Zen Web Design until such time as payment has been made in full whereupon they will become the property of the client.

1.17. Zen Web Design produce projects where every effort is made to display the pages acceptably on most popular browsers currently available, however we cannot accept responsibility for pages which don't display properly on versions of browsers released after the project is completed.

1.18. The client is ultimately responsible for checking the correctness of the site before they give Zen Web Design the go ahead to make the site publicly available.

1.19. When a client agrees that a site can be made publicly available they are agreeing that the design and development of the site has satisfied all their requirements.

Payment

- 2.1. By agreeing to these terms and conditions your statutory rights are not affected.
- 2.2. Our payment terms are 7 days, payment must be made by direct deposit (Jurgen Kleijkamp, Bendigo Bank, BSB: 633-000, Account No: 128419090), cheque or cash and delivered to our premises of 189 McCormack st, Manunda, 4870 QLD Australia unless otherwise agreed.
- 2.3. Any payment returned by the bank will incur a \$15 administration charge. This will be invoiced and will be added to the total outstanding debt owed by the customer.
- 2.4. Late payments will be charged interest at our rate of 7.5% per week.

Hosting, support and updating service agreements

- 3.1. Zen Web Design offer annually renewable packages of hosting and updating service agreements which can be purchased as part of a package or separately. These include hosting, content updating and search engine submissions.
- 3.2. These packages are quoted for either on application or at time of quoting for a full project.
- 3.3. Hosting, support and updating services are annually renewable, package start dates are based on when the package or domain name is first registered and now when the web project goes live.
- 3.4. Our content update service refers to any content, photographs or text which replaces any current content. It does not extend to producing new sections or pages unless otherwise noted. Content update after the initial commission is completed will incur a fee.
- 3.5. Quoted prices generally stay the same year on year but can change depending on the amount of content updated, additional sections added and bandwidth or web space used.
- 3.6. If the client has purchases Search Engine Optimisation we submit client's sites to search engines regularly however, we cannot guarantee inclusion or accept responsibility or liability if any search engine, online directory or search site, submitted to as part of a web site promotion commission, chooses not to list a client's web site.
- 3.7. Hosting support and updating packages are renewed annually, invoices are provided approximately one month before the renewal date, however or usual payment terms apply from the invoice date.
- 3.8. Customers wishing to cancel a hosting, support or updating package must inform us before the invoice date otherwise full annual payment will be required.
- 3.9. No partial refunds will be given for hosting, servicing or updating packages cancelled during the current agreements time period.

3.10. While we and our hosting partners take many steps to ensure that clients sites are always backed-up it is the client's responsibility to inform us when they make a change to the site so that we can then backup that specific part. For example databases of database driven sites.

Visits to clients premises

4.1. We will visit any premises in Cairns free of charge for a no obligation consultation. Any further visit may be charged at our kilometre rate of 30 cents per kilometre return at our discretion.

4.2. Any additional meeting time of the web development project will be included in the initial quoted price, the client will not be charged any extra. Any extra time spend on any other job, for example computer setup / repair may be charged at our hourly rate of \$50 Per Hour at our discretion.

4. By agreeing to these terms and conditions your statutory rights are not affected. Zen Web Design will reserve the right to alter any of the above terms and conditions at any time.