



WEB DESIGNS

WEBSITE TERMS & CONDITIONS

The Terms & Conditions stated below must be agreed upon prior to any payments (Payments are stated in the invoices you receive from TSM Web Designs). This agreement will only become effective once the payment has been made between the client (identified in the invoice) and TSM Web Designs. This agreement will supersede any prior agreements which were verbal or written.

FEES & DEPOSIT

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. When you have requested your first revision a further 25% of the total payable fee will be required to continue. The remaining 25% 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 fees at their due time has been paid in full. The deposit is not refundable if the development work has been started and you terminate the contract through no fault of ours.

TIMELINE

Our estimated time required to complete your website is 30-60 days. We will commence the work after we have received a signed contract and the non-refundable initial deposit of 50%. Please also keep in mind that we rely on you and your team to provide us with the necessary assets (including but not limited to website text, photos, social media, products, pricing, etc.), and approvals in order for us to work on your website, and to avoid impacting your website launch date.

DOMAIN & HOSTING

As the client, you're responsible for the payment, management and maintenance of your hosting and domain at all times. All hosting/domain packages must be paid annually to the hosting company of your choosing. We recommend using Siteground to register a domain and to host your website.

BROWSER FUNCTIONALITY

All of our websites are tested for functionality on current Safari, Chrome and Firefox internet browsers. We do not guarantee that your website will look exactly the same on every screen and may appear differently due to varying screen resolutions and aspect ratios.

STATEMENT OF WORK

We've prepared the price quote (refer to page 1) based on everything that we have discussed, including any correspondence via email, in-person, or phone calls. The breakdown is outlined in the Statement of Work document which includes the scope of work, project objectives, tasks, deliverables, certain terms, conditions and requirements as well as payment of the project. We are only responsible for the items outlined in the Statement of Work. Items not included in the Statement of Work are not part of the project nor have they been included in the quoted cost.

ADDITIONS

Please review the Statement of Work and if you have any additional feature requests, changes in tasks, changes in deliverables or any scope modifications, beyond what was agreed and signed off on in the original Statement of Work, additional billable time will be incurred to you as the client at our hourly rate of \$100.

REVISIONS

The price estimate includes time for revisions, and that will not exceed 10% of the total budget of web development time mentioned on page 2. Should you request additional revisions beyond what is included, or that exceed the allocated time, you will receive an email notification from us requesting a confirmation that you wish to proceed with said revisions and agree that you will be billed at our hourly rate of \$100. After we have received your confirmation we will proceed.

ALLOWANCES

You're responsible for the cost of any outside paid assets. This is included but not limited to hosting, domains, SSL certificates, third party plugins, stock images, and premium fonts. In addition, we cannot be held liable for the functionality of third-party plugin or software, recommended or otherwise. 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.

PROJECT DELAYS AND CLIENT LIABILITY

Any time frames or estimates that we give are contingent upon your full co-operation. 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.

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 25% balance of the project price will become due.

REJECTED WORK

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

EXCLUSIVE DESIGN CREDIT

We're proud of our work and reserve the right to apply the text "Designed by TSM Web Designs" on your website. Should you wish to remove the credit, a fee of \$250 applies. Removal of our name does not mean surrendering our design credit to any other party. Without our expressed consent, you agree that "Designed by TSM Web Designs" will be visibly displayed on your site acknowledging design credit.

PAYMENT SCHEDULE

Like a parking ticket, this agreement is non-transferable and non-refundable. The initial deposit does not constitute a credit, and therefore cannot be used toward our other services. You are accountable for the full balance of your contract whether you decide to complete website or not.

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 or web applications.

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

SUBCONTRACTING

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

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.

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.

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 Western Australia. You and TSM Web Designs submit to the non-exclusive jurisdiction of the courts in and of Western Australia in relation to any dispute arising under these terms and conditions or in relation to any services we perform for you.

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 TSM Web Designs and its subcontractors from any claim, penalty, tax, tariff loss or damage arising from your or your clients' use of Internet electronic commerce.

LIABILITY

TSM Web Designs will do everything possible to build you an amazing website, but we accept no liability for your sales, revenue, and/or the success of your website/business directly, indirectly, or consequentially.