



***DESIGN POINT***

# TERMS AND CONDITIONS

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Design Point Digital  
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## TERMS AND CONDITIONS

### 1. QUOTES

- All quotes supplied to the client from Design Point are valid for 30 days only.
- If any quote supplied is not accepted verbally or via email within 30 days of the date the quote was issued, then a new quote will need to be re-supplied.

### 2. PAYMENT TERMS

- All total prices include GST unless otherwise stated.
- The client will be invoiced 50% (or if otherwise discussed) of the total quote and Design Point requires this non refundable deposit amount to be paid before any design, development or optimisation work is commenced.
- The client will be invoiced the balance amount that needs to be owed to Design Point once the work is completed unless otherwise stated in your quote for other arrangements.
- The final amount must be paid in full within 7 days from the date of the invoice (or in other arrangements discussed). Failure to make final payment for the completed project will result in cancellation of all final development work and website services until final payment has been made.
- Once payment is made in full, then the design and development work completed by Design Point will be delivered to the client in the required format.
- For websites, once the balance of the final invoice has been processed then the website will be scheduled to go live. If the final balance has not been processed, then the website will remain sitting on the test server until final balance has been processed.
- Due to the client's inability to supply the necessary documentation or information needed within 30 days of the client signing the quote and paying a deposit, Design Point reserves the right to invoice the client for any work that has been completed to date.
- Payments for any work can be made by cheque or direct bank deposit (bank details will be supplied upon issue of invoice).

### 3. CANCELLATIONS

- Should the client wish to cancel their acceptance of the quote supplied, Design Point will invoice the client only for any work that has been completed up until the cancellation date.
- For any cancellations made, the client must notify Design Point by telephone/email and in writing to not proceed with any of the work with a closing signature to verify the authenticity of the cancellation by the client.



- If, prior to the completion of the project, the client observes non-conformance with the design plan, Design Point must be promptly notified, allowing for necessary corrections to be made.
- Rejection of the completed project or cancellation during its execution will result in forfeiture of the deposit and the possible billing for additional labour or expenses made to date. All elements of the project must then be returned to Design Point. Any usage by the client of those design and development elements will result in appropriate legal action.

#### 4. WEBSITE, LOGO AND GRAPHIC CONTENT

- Clients of Design Point are required to ensure that the content of their website, logo and graphic work meets all the current Australian legislation regarding publications. The client should further assure Design Point in respect of any claims, costs and expenses that may reflect from any material included in their work completed by Design Point at the client's request.
- Design Point reserves the right to not include any material supplied by the client if deemed inappropriate or offensive to publicise.

#### 4. INFORMATION SUPPLIED

- Quotes issued by Design Point assumes that the client will provide all information, either in digital or hard copy format needed to complete the work:
  - o Hard copies to be typed out and provided on white A4 paper
  - o Good quality brochures/flyers/posters and support material are acceptable
  - o Digital document files are acceptable in the following formats: Microsoft Word, Excel, Publisher, WordPad, .txt, .rtf. Please notify Design Point for any other file formats not mentioned.
  - o Image files are acceptable in the following formats: .gif, .jpg, .tif, .png, .psd, .pdf. Please notify Design Point for any other file formats not mentioned.
  - o Media files are acceptable in the following formats: .wav, .mp3, .mpeg, .wma. Please notify Design Point for any other file formats

#### 5. DISCLOSURE OF USER INFORMATION

- Design Point does not sell, trade or transfer User Information to third parties. However, we may share User Information with our business partners for marketing, advertising or product/service offering purposes. We disclose User Information if; we have your consent, we need to share it in order to provide you with our products and/or services you have requested (sharing with hosting server providers), we respond to a court order or you violate our Terms and Conditions contract.

#### 6. VERIFICATION

- Ongoing work for any logos, websites or other graphic designs must be signed off progressively by the client, before any further work is completed.

#### 7. PERMISSIONS & COPYRIGHTS

- The client will obtain the necessary permissions and copyright authorities in relation to the use of all graphics, texts, registered company logos, names and trademarks or



any other material needing to be authorised.

- Supply of all mentioned material above by the client will be regarded as a guarantee by the client to Design Point that all such permissions and copyright authorities has been obtained.
- No responsibility will be accepted by Design Point for damages to or losses incurred by the client from the use of such material that required permission or authority that was not obtained.
- All graphic material designed and supplied from Design Point, remain the property of Design Point until the client's invoice for the work has been paid in full either by direct bank deposit or cheque (see Payment Terms). Meanwhile ownership and copyright of the graphics used will be resided with the client.

#### 8. ERRORS & LIABILITIES

- All design and development work especially websites created by Design Point will be ensured that they are all free of errors.
- All design and development work especially websites created by Design Point that contain any errors will be corrected by that of the staff at Design Point to ensure full delivery of a completed and working product to the client.
- Design Point does not accept any responsibility for any losses or damages arising from errors or external unauthorised users within any website once gone "live" via the Internet.

#### 9. ALTERATIONS

- Design Point will not accept any responsibility for any alterations to websites, logos or other graphics material made by either the client or a third party that will cause errors especially to websites. Such alterations may include but not limited to; additions, modifications or deletions.
- If Design Point is required to correct any such errors mentioned above, the client will be charged an additional fee.

#### WEBSITE WARRANTY

#### 10. INCLUSION

- Upon deployment of your website, Design Point will cover up to 30 days free warranty for any defects involved within your website as well as any content change required.

#### 11. LIMITATION

- Extra functionality that needs to be added to the website will incur an additional fee.
- Any defects related to 3<sup>rd</sup> party developers, 3<sup>rd</sup> party database integration, 3<sup>rd</sup> party software or 3<sup>rd</sup> party plug-ins are not covered under the warranty.



12. EXCLUSION

- The right to warranty is forfeit if the website or the codes within the website are accessed by any third party company for whatever reasons.

13. EXTENSION

- Warranty cannot be extended for the same project, however you can choose to purchase packages for website and software maintenance and support. All Maintenance and Support packages purchased at the time of website going live receive exclusive discounts.

14. Search Engine Registration – Disclaimer:

- a. The client's registered website with search engines will not guarantee the acceptance of the client's listing or that the client's listing will appear in the first 10 listings.
- b. Websites may take several months for major search engines to index the client's website.
- c. Search Engine Optimization is only one part of the client's online marketing tool. The client's website address should also be included in all the client's advertising material such as letterheads, business cards, Print/Radio/TV etc.
- d. Including a website link of the client's website from many other websites may increase the chances of the client's website being listed higher in various search engines.
- e. Reregistering and changing the content within the client's website will ensure the search engine re-indexes the listing.

In the event your overdue account is referred to a collection agency and/or law firm, you will be liable for all costs which would be incurred as if the debt is collected in full, including legal demand costs.