

## TERMS AND CONDITIONS

### 1. DEPOSIT

A 50% deposit of the total quote is payable prior to starting work on the design.

If you decide to not go ahead with your web site after the design has been completed, then you will only be charged for the design and the rest of your deposit will be returned.

We reserve the right not to commence any work until the deposit 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.

By making the initial deposit payment you are agreeing to our hosting terms, conditions and policies.

### 2. CONTENT OF WEB SITE

You must supply all content required by us to complete the work as per the quote. This includes photographs, written copy and logos (unless otherwise agreed). This needs to be provided electronically or on a disc. Where there is any delay in supplying the content to us that leads to a delay in the completion of work, we have the right to extend any previously agreed deadlines, or ask for partial payment of the remaining amount owed.

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.

### 3. VARIATIONS TO DESIGN AND FEATURES

We are pleased to offer you the opportunity to make revisions to the initial draft 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 or brief.

If there are changes to the approved design proof for the web site after the web site building process has commenced, then you may be charged for the work required to make those changes.

If additional pages or features are required that were not mentioned on the initial quote, we would have to charge accordingly.

When your website is complete as per the quote, and your final invoice is paid, any extra work requested on the website will be charged for accordingly at our discretion.

### 4. SECOND PAYMENT

A second payment of 25% is required upon approval of the design proof and prior to the commencement of the website building process.

We may ask for the second payment prior to approval of the website design if there have been delays through no fault of Websites Plus., or at our discretion.

### 5. APPROVAL OF WORK

On completion of the draft design of the web site you will be notified and we ask you to respond to any changes required within 7 days. Once the web site has been completed we again ask you to respond to any modifications required within 7 days.

At this stage final payment will be required.

### 6. FINAL PAYMENT

The remaining 25% is due within 7 days of web site completion.

If there are delays to the completion of the web site that are due to factors caused by the client, or not by Websites Plus then we may require partial or full payment of the remaining 25%.

## 7 INTELLECTUAL PROPERTY RIGHTS

You must obtain all necessary permission 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.

If the agreement were that we source images and write text we would ensure its approval to be published.

## 8. SEARCH ENGINES

We do not guarantee any specific position in search engine results for your website. We perform basic search engine optimisation, which will enhance ranking but not guarantee it.

That is unless there has been a separate search engine optimization program agreed to, where by the objective will be stated in the proposal.