

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 proceed with your website after you have approved the quote and the design has been started or completed, then you will be required to pay for any work undertaken in the time before cancellation. 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. ECOMMERCE

Any eCommerce features that are not a standard part of WooCommerce will incur an additional charge unless otherwise included in your quote/proposal.

This includes anything related to custom layout and design of the store, product variation options, shipping options, payment options or anything that is not a standard feature of WooCommerce.

If third party plugins (software) are required to enable a feature you will be charged the standard purchase price of the plugin. If on-going payments are required for support and updates of the plugin you will need to organise that payment directly with the plugin developer. We will provide assistance to help you with this if required.

Standard features of WooCommerce will change over time as it is regularly updated. The features that are considered standard are at our discretion if not specifically mentioned in your proposal.

If there is any additional work required to integrate with third party shipping plugins/software there will be an additional charge quoted.

We are not responsible for the shipping rates displayed on your website through third party shipping providers.

Shipping rates need to be supplied to us in a spreadsheet or in digital format to input into your site. We do not include working out shipping rates, or implementing them into your site.

7. DESIGN / COMPATIBILITY

The landscape of web browsers and devices (Mobiles/Tablets etc) changes regularly and with that in mind we will test our sites in current versions of all major desktop browsers to ensure that we make the most from them. Users of older or less capable browsers or devices will experience a design that is appropriate to the capabilities of their software.

We do not cater for people using older browsers (Microsoft Internet Explorer 9 etc) or devices and cannot predict the behaviour of that browser.

We will not test old or abandoned browsers, (for example Microsoft Internet Explorer versions 9), previous versions of Apple's Safari, Mozilla Firefox or Opera unless otherwise specified. If you need us to consider these older browsers, we will charge you extra for any necessary additional work, development and testing.

8. FUNCTIONALITY

We can't guarantee that the functions contained in any website, email, or web hosting services will always be error-free and so we can't be liable to you or any third party for damages, including lost revenue, lost savings or other incidental, consequential or special damages arising out of the operation of, or inability to, operate this website and any other web pages, even if you have advised us of the possibilities of such damages.

9. TECHNICAL SUPPORT

We are not responsible for fixing user errors, providing ongoing content updates, technical support or adding functionality unless you purchase one of our WordPress Care Plans. We provide post launch assistance for the first 30 days after your website goes live. Assistance after this time is not covered unless you have one of our WordPress Care plans. Any time we spend on tasks that are outside the hosting agreement will be charged at our standard hourly rate.

10. 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%.

11. 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.

12. HOSTING, DOMAINS & EMAILS

Should the domain and hosting of your website not be through Websites Plus there may be a fee incurred for time spent on set-up and organising of anything relating to domain and hosting.

To view our hosting policy [click here](#)

If there is any assistance required for setup of any email accounts there may be an additional fee.

13. 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.