



Terms and Conditions

These terms and conditions shall govern the use of the Webpage Me Pty Ltd website and the purchase of any goods or services from it.

By using Webpage Me Pty Ltd's web design service, and signing up as a client, you agree to be legally bound by these terms and Conditions, including those incorporated by reference. Please read these terms carefully. Acceptance of these terms and conditions stated here is a prerequisite to using the Webpage Me Pty Ltd service.

Webpage Me Pty Ltd may revise these terms and conditions at any time by updating this posting. If the terms and conditions are revised all clients will automatically agree to these terms and conditions (Please check this page regularly). In these terms and conditions, Webpage Me Pty Ltd, the Webpage Me Pty Ltd service, all services related to it, and all text, images, photographs, user interface, "look" and "feel", data and other content included in it from time to time (including, without limitation, the selection, coordination and arrangement of such content) are referred to as the "web site" or "service."

1. Description

1.1 The Webpage Me Pty Ltd service is an online offering where individuals or entities that have signed up with Webpage Me Pty Ltd as clients ("client") can post via e-mail or via the web site specific assignments and project descriptions, including illustrative samples or other media, ("creative brief"), revise those creative briefs ("revision brief") and obtain responses ("response") to those creative or revision briefs from design experts retained by Webpage Me Pty Ltd ("the company").

1.2 Clients will be provided the service according to the estimate accepted by the client. Client's responses will be created iteratively through a drafting cycle of creative briefs, revision briefs and responses, ultimately resulting in a final response conforming to client's various creative and revision briefs.



2. Creative brief and responses

2.1 Each client is solely responsible for preparing and posting detailed descriptions of each of its creative briefs, including providing samples illustrating client's creative brief ("samples"), site structure, number of pages required, the applicable deadline, and other relevant terms and conditions.

2.2 The company is under no obligation to review a creative or revision brief for any purpose, including accuracy, completeness of information, quality or clarity. An initial response will be of the same calibre as the examples in the company portfolio. The company may decide, in its sole discretion, to decline to respond to a creative or revision brief.

2.3 The company is under no obligation to supply responses that differ substantially from their style, as it is assumed that the client has selected the company based on previous projects represented in its portfolio. Initial responses are supplied within 5 working days of payment being received.

2.4 If photography is required in the design, the client must supply the company with adequate photography; or the company will provide stock photography at no extra cost to the client.

3. Client review of response

3.1 If a client fails to inform the company within 5 working days that the response does not reasonably conform to the creative brief, the client will be deemed to have accepted the response. If a client notifies the company that the response does not reasonably conform to the creative brief, the client shall submit information regarding amendments or modifications to be made to the initial response ("revision brief").

3.2 After providing a revision brief, the client will be provided with a subsequent response that conforms to the additional criteria requested by the client, free of charge. However, concepts provided in the initial response cannot be used after the second response has been given.

3.3 Notification of acceptance or decline of any response shall be made in e-mail by the client ("signing off")



4. Responses

4.1 The company is not responsible for the content of responses developed to the extent that such responses are based on conformity with client's creative or revision briefs.

5. Revision cycles

5.1 Revision cycles consist of 1 additional composition that incorporates changes requested by the client in the revision brief. The client is responsible for providing constructive feedback for each revision cycle. The purpose of the revision process is to create responses that move forward in a specific direction as determined by the client.

5.2 The client may request significant changes in the 1st cycle, and the response might be quite different in nature from the original composition chosen. By the 2nd revision request, client's requests shall be modifications of the current composition only.

5.3 Revision requests that depart from the current composition will be honoured and completed in the same timely manner, however; the company reserves the right to quote accordingly for each such revision.

5.4 No revision work, which requires payment, will be started without authorisation from the client. Revision cycles are supplied for free within each package, and therefore cannot be refunded or exchanged for other services. Revision cycles are supplied within 5 working days of receiving the revision brief.

5.5 Unless otherwise stated, each project includes three revision cycles after the initial work or concept is presented. Revisions requested after the third revision will be charged at the company's standard hourly rate

5.6 Notification of acceptance or decline of any revision shall be made in writing by the client ("signing off")

5.7 Once the revision process is complete and the client has accepted all revisions, the project is then known as the "final product".



6. Proofing

6.1 The company shall make every effort to ensure the final product is free of any grammatical and spelling errors, before giving the final product to the client.

6.2 It is agreed that it is the client's responsibility to ensure that there are no spelling or grammatical errors contained in the final product.

6.3 It is agreed that the company is not responsible or held liable for any errors contained in the final product after the final product has been committed to print or posted in view of the public.

6.4 It is the sole responsibility of the client to notify the company of any such errors during the revision cycle and before the final files have been generated. If a further revision is required an additional revision charge will be incurred.

7. Final files

7.1 Once the client approves of the design, notifies the company and pays any outstanding invoices for design and/or development, final HTML, images and other web files will be uploaded to the client's website or supplied to the client directly. If the client requires further revisions after this time, the company will recommend a web maintenance bundle to the client at an additional cost.

7.2 Artwork files or website backups will be available to the client on request. Once-off website backups incur a fee and will need to be quoted on and approved by the client beforehand. Final files include all files necessary to serve the website only. Additional constraints, including specifications on PHP applications, HTML structure and layout, are not included in the package and the company will supply the client with a quotation for any additional specifications required. All files and fonts are supplied in PC format.

7.3 Additional file formats, including variations on the chosen design, are not included in the package and the company will supply the client with a quotation for any additional formats or Revisions that are required.



8. Site deployment

8.1 Unless otherwise stated in the approved quotation, it is assumed that the website will be deployed on the company's web server.

8.2 If the client is not using the hosting package associated with their package it is the responsibility of the client to supply the company with a web space which supports any technologies used within the website and all authentication details necessary to upload the files.

8.3 Deployment to a site not installed on the company's web server will be charged at the company's standard hourly rate of \$60.00 p/h

8.4 The company will endeavor to deploy a site in the timeframe requested by the client but the company cannot guarantee deployment timeframe. Revision requests, circumstances beyond the company's control or other factors may delay a deployment.

8.5 Client sites will not be deployed until invoices for development work are paid in full.

9. Post Site deployment warranty

9.1 After the site has been launched any bugs / site errors discovered will be rectified for free by the company for up to 6 months unless your package offers 12 months. After this period any errors discovered will be rectified and charged at the company's standard hourly rate \$60.00 p/h

9.2 In the event that the client or a third party modifies the layout of the website or installs and configures plugins after the site has been deployed, the warranty will be deemed void.

9.3 Sites hosted by the company are assured of 99.9% uptime.

9.4 Unless a management package has been purchased, requests for changes outside the scope of fixing bugs and errors will be charged at the company's standard hourly rate \$60.00 p/h



10. Errors & Liabilities

10.1 The company will use all due care to ensure sites created are free of errors.

10.2 The company offers a 6 month post-deployment warranty as per section 9.

10.3 The company does not accept any responsibility for losses or damage arising from errors within any site, interruptions in the company's hosting service or failure to deploy a site for any reason.



11. Intellectual Property & Copyright

11.1 All created files remain the property of the company until paid for in full by the client in full and will be free and clear of all liens and encumbrances and may be lawfully used by the client for any purpose.

11.2 The client acknowledges and agrees that the company owns and shall continue to own the intellectual property rights in any methods, processes, tools or applications of the company existing prior to this agreement. The company grants the client a non-exclusive licence to use such pre-existing intellectual property in relation to the work developed under this agreement for the life of that work.

11.3 Subject to the clause 11.2, The company:

11.3.1 grants the client the exclusive right to retain and reproduce any manuals, information, material reports and other output which is produced from the performance of the services for the client at an additional cost; and

11.3.2 transfers to the client all rights title and interest in the copyright and other intellectual property rights in all artwork, manuals, information, material reports, source code and other output which is produced, extended or modified during the production of the work outlined. This assignment of copyright does not extend to the use of design proposals submitted but not approved by the client for the work outlined.

11.4 The company observes Privacy Laws and Guidelines relating to personal data. Any pre-existing or third party code, original artworks or graphics developed by the company or our contractors including HTML mark-up, Flash and multi media including audio and video, database design and development, data collection and web based administration are licensed to the client for their own use.

11.5 The company retains the right to use all artwork created for a client to advance the profile of the company in their portfolio and to be recognised for artwork created by the company.



12. Client accounts

12.1 Estimates are based on specifications and functionality discussed or listed in documents and email correspondence; any additional features requested will affect the price of the project and additional costs may be charged at an hourly rate or re-quoted upon. The estimate is valid for 14 days after issuance; and as such the site or artwork will be released only upon receipt of the final payment.

12.2 Design and development services are billed at an hourly rate. The minimum charge is half an hour.

12.3 Invoices that are under \$200 are required to be paid in full before the Company commences work. For invoices that are over \$200, a deposit of an amount equal to 50 percent of the total estimated cost is requested before the commencement of the project. Payment for the remaining 50 percent is to be paid before we launch your website OR within 30 days whichever comes first. (Deposits are strictly NON-REFUNDABLE)

12.4 You will be invoiced as agreed in acceptance of our quotation. All accounts are payable within 14 days of invoice.

12.5 Payments that are overdue will accrue a late payment fee (10% of total invoice), until paid in full to the Company. All intellectual property rights in respect of intellectual property created by the Company in the course of your project remain with the Company until payment is made in full by the client, at which time they shall immediately pass to the client.

12.6 You must pay the Company's charges without any set off, counterclaim or deduction unless same is agreed in writing between us.

12.7 If the client is not satisfied with the initial responses provided by the Company, the Company will design a new set of initial designs free of charge or client may request a refund by completing the refund request form which will be provided to the client upon request. If the client chooses to be presented with a new set of initial designs, the client waives right to use any of the original initial designs presented and is no longer eligible for a refund.

12.8 Upon timely receipt of a written request, the Company will refund the total payment made by the client, less time and or materials accumulated up to the time of cancellation. All elements of the project must then be returned to the company. Any usage by the client of those design elements will result in appropriate legal action.



The client shall bear all costs, expenses, and reasonable attorney's fees in any action brought to recover payment under this contract.

12.9 Once the client requests additional revisions for any of the initial concepts, the client shall forfeit the right to the aforementioned refund. The client shall also forfeit the right to a refund if the client does not respond in a timely manner. The client shall not unreasonably withhold acceptance of, or payment for, the project.

12.10 Cancellation Refund Terms are strictly 30 days in which a cancellation may be made to be eligible for any refund. After 30 days any right to a refund is forfeited. If the client decides to cancel the project before the project has been completed, the company will refund the total payment made by client, less the value of the number of hours worked on the project at the appropriate rate per hour. If this value exceeds the total payment made, the client will not be eligible for a refund.

12.11 You will remain liable for all website hosting fees during any period when services have been discontinued or suspended due to a failure on your part to comply with these terms and conditions.

12.12 All non-profit organisations will receive 15% off the total invoice.

13. Project duration

13.1 The client agrees to provide timely responses to the company after receiving status notifications from the company. The client shall have 30 days to respond to each set of responses submitted to the client for review. If after 30 days the client has failed to respond, the company will deem the project complete. At such time, the company shall have no further obligation to the client, and the client shall pay the company all fees and expenses associated with work performed by the company.

14. Eligibility requirements

14.1 To register as a client, you must be at least 18 years of age, agree to these terms and conditions and the privacy policy, and complete the registration procedure.

14.2 By registering as a client, you represent and warrant that you meet these eligibility requirements, that the information you include as part of the registration process is complete and accurate and, if you are registering on behalf of an entity, that you are authorised to bind that entity to these terms and conditions. The company may accept or reject your registration in its sole discretion. The service is not directed to children.



15. Ownership of project attributes

15.1 Until full payment has been made, the company retains ownership of all original artwork or parts contained therein, whether preliminary or final. Upon full payment, the client shall obtain ownership of the final artwork to use and distribute as they see fit. However, in no event may the client use the final design in any design portfolio without crediting the company.

15.2 The Company and its employees shall not at any time during the provision of the services to the client or thereafter, except in the course of their duties or as required by law, divulge any confidential information of or in relation to the client to anyone whatsoever without the prior consent in writing of the client.

15.3 Protection under designs legislation concerns the visual appearance thereof. It thus relates to the shape, configuration, pattern or ornamentation which, when applied to a product or service, gives that a unique appearance.

15.4 The company retains the right to use the completed project and any preliminary designs for the purpose of design competitions, future publications on design, educational purposes, marketing materials, and portfolio. Where applicable the client will be given any necessary credit for usage of the project elements.

15.5 If the website was designed by the company, the website shall include a discreet link to the company's website, such as in the footer. If you wish for this not to be on your website, please contact us.

16. Third party shipping

16.1 In the event any material necessary for the production of the project must be shipped to a third party for additional processing, typesetting, photographic work, colour separation, press work, or binding, the company will incur no liability for losses incurred in transit, or due to the delay of the shipper of the third party.

17. Production schedule / delivery of project

17.1 The company shall not incur any liability or penalty for delays in the completion of the project due to actions or negligence of client, unusual transportation delays, unforeseen illness, or external forces beyond the control of the company. If such event(s) occur, it shall entitle the company to extend the completion/delivery date, by the time equivalent to the period of such delay.



18. Suspension of Services

18.1 The company reserves the right to suspend services in any case where you fail to perform your obligations under this agreement. If payment for services is not received within the terms of payment stipulated by us websites may be taken down until payment is confirmed.

18.2 The company may from time to time and without notice or liability to you suspend any of the services if the reason for doing same is an event beyond the reasonable control of the company.

18.3 We reserve the right to suspend your hosting service with us if you fail to make payment on time and are more than 10 days overdue.

19. Termination

19.1 The company may discontinue services if an amount payable to the company is overdue or take down a website permanently in any case where an amount payable is overdue by more than 30 days. In any such event, you remain liable for the total cost of the contract including all disbursements; unless otherwise agreed between the parties.

20. Solicitation of employees

20.1 Throughout the duration of any project and for a period of 24 months thereafter, the client shall not solicit or endeavour to entice away an employee, agent or any sub-contractor's employees or agents of the company with an offer of employment unless the company has expressed permission in writing for that offer to take place.

NOTE: Terms and conditions can change at any time without notice, please check them regularly and let us know if you don't agree with them.

