

Adelaide Advertising Terms and Conditions

1. Standard Terms and Conditions

These are the standard terms and conditions for website design and development ('**Website Build**') and apply to all contracts and all work undertaken by **Adelaide Advertising** for its clients.

The terms '**us**' or '**our**' or '**we**' refers to **Adelaide Advertising**.

The terms '**you**' or '**your**' refers to the **client of Adelaide Advertising**.

Adelaide Advertising operates in accordance with Australian Competition and Consumer Law.

Adelaide Advertising reserves the right to refuse service to any client, if these are not aligned with our business operating principles and policies.

2. Client Agreement

During the website briefing, it is your responsibility to provide Adelaide Advertising with clear guidelines along with the specific detail of what you may require. The quote we provide is based on our best understanding of your requirements based on the information provided. When such details are not provided, we will proceed with our understanding of your requirements and quote accordingly.

At a later stage, if a discrepancy arises, it may lead to additional costs to accommodate the changes. Therefore, it is essential that you clarify every aspect of your Website Build and ensure you have been quoted on the right requirements.

On your written acceptance via email of the quote this becomes the '**Client Agreement**' and is deemed thereafter a written contractual agreement between you and Adelaide Advertising.

Once the Client Agreement has been finalised, any additions, changes or enhancements in the functionality of the Website Build will affect the Client Agreement and may incur additional costs and a revised delivery date.

3. Fees and Deposits

All prices are quoted in Australian dollars and are exclusive of GST unless specified and are guaranteed for 30 days from the date of quotation.

The website will not be launched until the website is fully paid.

4. Supply of materials and information

You must supply all materials and information required by us to complete the work in accordance with the Client Agreement. Such materials may include, but at not limited to, written copy, logo, photographs, graphics, video and other printer material. The build of the website will not commence until all materials and information have been supplied. Where there is any delay in supplying the materials to us which leads to a delay of the agreed completion time, then Adelaide Advertising have the right to extend any previously agreed deadline by a reasonable amount.

If you wish to keep your current web hosting package, then you are required to release to Adelaide Advertising, the codes to the control panel within 10 working days of instructing us to commence your Website Build. No work can be started without access to the control panel, unless specifically stated otherwise in the Client Agreement.

5. Variations

Adelaide Advertising will begin the Website Build by creating a home page/ first page ('**First Page**') which will show the suggested design, layout and colours of the website.

You do have the opportunity to request a revision to the website design. However, Adelaide Advertising 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 per the Client Agreement.

Any major deviation from the agreed specifications of the Website Build, including but not limited to, the website design, text content, images and colour scheme, per the Client Agreement will be an additional charge of up to \$100.00 per hour (exclusive of GST) depending on customer quotation.

When you have agreed and accepted the First Page, Adelaide Advertising will suggest the layout and design theme of the other pages. When have you agreed to the layout and design theme, we will there after continue and build the rest of the pages.

If you fail to deliver the changes and the additions requested within the next 10 working days after receiving communication from Adelaide Advertising, we reserve the right to issue the final invoice of the contract.

6. Hosting

If you already have hosting, Adelaide Advertising can build the website on that server. However, there is an extra fee of \$100.00 for this service because webhosting companies have different control panels and routines, which means it can take longer to get started with some of them.

Adelaide Advertising work closely with a hosting company in Australia named **Denzyne.net** and we highly recommend setting up hosting services with them. We will then help with the process. Denzyne.net hosting fee for the standard package is \$66 per year. You will be in contact with Joel Williams who sets it up and sends us the codes we need to get started.

Adelaide Advertising believe Denzyne.net provide one of the best control panels with possibilities to set up as many domain name emails as you like and more. Joel Williams can also set up the domain name for the client and there is a fee of \$22 per year for .com.au.

You will be the sole owner of the hosting package, your website and the domain name.

Adelaide Advertising will not be liable or responsible in the event of any loss or liability to the Client direct, indirect, or consequential, and for any 3rd party hosting issues or faults that may occur through Denzyne.net. or any other hosting provider chosen including but not limited to if the website is off-line, server capacity issues, and/or website not being able to operate, a vital website feature is unusable, security issues and breaches that impair the day to today business operations for the client.

7. Project Delays and Client Liability

Any timeframes that Adelaide Advertising give are contingent upon your full co-operation and supply of materials and information.

During the development phase of the website there will be regular feedback given in order to progress the website. There is an expectation that you will reply within 48 hours to requests from Adelaide Advertising in regards to feedback and/or additional

materials or information that is needed. A failure to do so may result in a delay in the agreed timeframe for the website build.

8. Approval of the website

On completion of the website you will be notified and have the opportunity to review it. You must notify us in the writing of any unsatisfactory points within 10 working days of such notification.

Any of the work which has not been reported in writing to us as unsatisfactory within the 10 working days review period will be deemed to have been approved.

Once approved or deemed approved, work cannot be subsequently rejected and the contract will be deemed to have been completed and the remaining fee of the invoice will be due within 7 working days. After the website is fully paid, it will be launched.

9. Rejected work

If you reject any of our work within the 10 working days review period, or not approve subsequent work performed by use 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.

10. Payment

The invoice must be paid within 14 days from the date of issue.

11. Late fees and charges

All outstanding invoices will incur a late penalty fee of 10% of the pending amount and an administration fee of \$5 per month, from the due date.

Due date: is the date on which the payment is due as per the terms on the invoice.

Outstanding invoice: an invoice is deemed to be outstanding if the payment is still due after due after 7 working days of the expiry of the due date.

Debt collection: a client is provided a further 7 working days after a late payment fee is applied to pay the invoice. Failure to pay will result in the outstanding amount being referred to a debt collector.

Adelaide Advertising will not be liable for any costs or charges associated with the recovery of the outstanding amount. Any charges associated with the recovery of the debt (debt collectors, administration charges, legal fees) will be referred to the client for processing.

If you are going to be late with your payment for a particular reason or have any queries regarding your invoice please contact Adelaide Advertising immediately on receiving the invoice or reminder emails, so that arrangements can be made.

12. 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 business logos, names and trademarks, or any other material that you supply to Adelaide Advertising to include in your website or web applications.

13. Use of the Website

Once you have paid us in full for the website, Adelaide Advertising grant you the right to use the website and its related software and contents for the life of the website.

The rights granted to you do not include rights to re-use the code for another website or re-sell the programming codes for any commercial or non-commercial purposes.

In the event of a Webmaster change, the website owner is not allowed to display the credits to the new website, unless such time that the website functionality and appearance is changed by over 50% of Adelaide Advertising's original work.

14. Search Engine Optimisation

The Client understands and acknowledges the following for website development with SEO, SEO Reviews or SEO coaching:

- Successful search engine optimisation requires a large combination of performing factors on a regular basis, and over long time including technical, on-page and off-page SEO to succeed in organic search.
- The Client acknowledges that SEO is governed by numerous factors which are beyond of the control of Adelaide Advertising. Search engines are third party software, programmed with unknown algorithms and variables which can change at any given time.
- As part of a website development or SEO Reviews or SEO Coaching, we only perform the basics for on-site/on-page SEO work to our best knowledge, which is the first step of many in search engine optimisation, and making best use of the material provided, sourced, written or amended by Adelaide Advertising to build the website.
- The client acknowledges that Adelaide Advertising may add links, content, images and all relevant materials onto the Client's website.
- The Client understands and agrees that website rankings may decrease. Adelaide Advertising will use its best on-page efforts, strategies and techniques to improve client's website rankings, but it does not and cannot represent, warrant or guarantee that website rankings will increase.
- The Client acknowledges that Adelaide Advertising is not liable for any loss of business due to ranking as a result of the SEO work performed, and or due to ranking fluctuations caused by the search engines algorithm changes.
- Adelaide Advertising is not and shall not be responsible or liable for any loss of business due to ranking fluctuations and any negative changes made to the website by any third-party entities.
- Adelaide Advertising shall not be responsible nor liable for any consequences or any loss of business if the Client overwrites or overrides any services or work done by Adelaide Advertising to the Client's website.

15. Consequential Loss

Adelaide Advertising are not liable for any loss or damage which you may suffer which is in any way attributable to any delay in performance or completion of our contract, however that delay arises.

Adelaide Advertising will not be responsible in the event of any loss or liability to a client after the website is being delivered including product failure, and or damage (whether direct, indirect, or consequential), personal injury or expense of any nature whatsoever which may be suffered by the client or its customers.

16. Non-Disclosure

Adelaide Advertising agree that we will not disclose any of your confidential information to any third party unless Adelaide Advertising requires technical support.

17. Additional Expenses

You agree to reimburse Adelaide Advertising for any requested expenses which do NOT form part of your client agreement including, but not limited to the purchase of templates, third party software, stock photographs and/or videos, domain name registration, web hosting or comparable expenses.

18. Backups

You are responsible for maintaining your own backups with respect to your website and Adelaide Advertising will not be liable for restoring any client data or client websites.

19. Courts of Jurisdiction

The client agreement constituted by these terms and conditions and any proposal will be construed according to and is governed by the law of South Australia. You and Adelaide Advertising submit to the non-exclusive jurisdiction of the courts in and of South Australia in relation to any dispute arising using these terms and conditions or in relation to any services we perform for you.

20. Cross Browser Compatibility

By using current versions of WordPress, Adelaide Advertising endeavour to ensure that the website we create are compatible with all current modern web browsers such as the most recent versions of Internet Explorer, Firefox, Google Chrome and Safari. Third party extensions, where used, may not have the same level of support for all browsers. Where appropriate we will substitute alternative extensions or implement other solutions, on a best-efforts basis, where any incompatibilities are found.

Adelaide Advertising is not responsible or liable for any faults that are due to introductions of new internet browsers or new browser versions, changes to search engines, plug-ins, modules, upgrades or updates to software or hardware technologies.

21. E-Commerce and any products, services, courses, training programs or digital experiences sold online

You are responsible for complying with all relevant laws relating to e-commerce and to the full extent permitted by the law will hold harmless, protect and defend and indemnify Adelaide Advertising for any claim, penalty, tax, tariff loss or damage arising from you or your client's use of Internet electronic commerce.

Adelaide Advertising will not be responsible in the event of any loss or liability to a client during construction of the website, and after the website has been delivered including product failure, and or damage (whether direct, indirect, or consequential), personal injury or expense of any nature whatsoever which may be suffered by the client or its customers.

Adelaide Advertising is not responsible for any loss of revenue, profit business opportunities, goodwill, or anticipated savings, indirect or consequential loss or punitive damages arising from the clients E-commerce website or selling any products, services, courses, training programs or digital experiences sold online.

22. Limitation of Liability

To the fullest extent permitted by law, all terms, conditions, representations or warranties whether expressed or implied or statutory or otherwise relating in any way to the service Adelaide Advertising provides are excluded, OTHER than the express provisions of these terms and conditions.