

PERTH WEB DESIGN - Terms and Conditions

Please read through our Terms and Conditions, we ask that you do not use our website or service until you have familiarised yourself with them. If you are using or have used our service it is understood that you have agreed to the terms set forth on this page. When we say "We" "Perth Web Design" "Perth Web Design" "PERTH WEB DESIGN", "US" and "our service" we are referring to WOOD O.J Pty Ltd and its respective products and services. References to "you" "your" "customer" "client" and the like refer to you, and your agents. These Terms and Conditions can change at any time. It is important that you check back here regularly. Your continued use of your and our website implies acceptance of any subsequent revisions.

PAYMENT -- Payment for websites is as follows:

- Stage One:
 - Prior to commencing work we must receive a 33% deposit for your website.
- Stage Two:
 - Upon delivery of your website design we will take a further 33% payment via your nominated payment method.
- Stage Three:
 - Within 5-10 business days of receiving design approval for your website proposal we will supply you with your website on a temporary domain name (provided we have received payment for Stage Two). We will have entered the content that you supplied to us. If we have not received content for your website at the time of design approval, we will load dummy content onto your website. Five business days after we have sent you your website on its temporary domain we will charge you the Stage Three website payment of 34%, this is the final website payment for your package. If you haven't supplied your website content to us by the time of design approval, we will enter your content when it is supplied to us at a later date.

Under no circumstances shall the final payment be delayed or withheld due to non-supply of content.

The payment may be only be delayed, if upon supplying you with your website on its temporary domain, there are material defects in what we supplied to you from what we have promised to you in our initial proposal, wireframes and/or design concepts. Once these material defects have been rectified, we will automatically process your Stage Three payment. Any material defect must be communicated to us, in writing, in the 5 business days between us delivering you your website and us taking the Stage Three payment.

REFUNDS POLICY -- Refund Policy on Website Packages with a staged payment structure:

Prior To Work Commencing:

You will be eligible for a complete refund of your 33% deposit if no work has commenced on your project from when we receive payment of your deposit, to when we receive notice in writing that you are cancelling your project and request a refund.

Once Work Has Commenced:

Once we have commenced work on your project no refund is available on the 33% deposit paid for your project. Work may include, but is not limited to; contact between yourself and an Account Manager and/or website designer from Perth Web Design, the commencement of wireframes by Perth Web Design for your project, the commencement of design concepts by Perth Web Design for your project and other work undertaken by Perth Web Design in relation to your project.

Once Design Has Been Delivered:

As per the payment structure agreed when commencing your project we take a Stage Two 33% payment of your website package upon delivery of a website design. Once this has been delivered and payment taken, no refund is available for the payments made to date. If you choose to discontinue your website build, you must notify us in writing at this stage. Should you cancel your website build at this stage you will have ownership of the wireframe concept we have supplied to you, as well as the website design concept(s) (excluding stock images and other materials not owned by either party) that we have supplied.

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Following Site Delivery:

Following design approval we will supply you with your website on a temporary domain name, (provided we have received payment for Stage Two). At this stage, your website will contain the content you have supplied to us up to the point of design approval, should we not have received content from you, dummy content will be entered onto your website. A Stage Three, and final website charge of 34% is taken 5 business days after we have sent the details of the temporary domain name. If you elect to withdraw from your website project at this point, no refund will be made available to you. The Stage 3 payment can only be delayed if there are material defects in the site we provide to you, to what we have promised during the proposal, wireframe and/or website design stages. Should such a defect occur, we have the right to take the Stage Three payments once the defect has been rectified.

Design Deposit

We take a 33% deposit of a website package upon submission of a design brief. This is charged to your credit card prior to our Design Team beginning work on your website. If you cannot pay via credit card we may be able to accept a direct debit into our nominated account. Our Design Team will then present you with a design concept for your new website. We will work with you in the form of rounds of changes (depending on your package) to ensure you are happy with your website design. Once your rounds of changes have been used any further requests for design changes will incur our hourly fee of \$90 Inc GST. Once you have given us approval of your website design, we will charge you a second fee of 33% for your website package. Once this fee has been charged our money-back guarantee no longer applies and any further requests for design changes will incur our hourly fee of \$90 Inc GST.

Money back Guarantee

We offered a money-back guarantee on the 33% design deposit taken on each website package on website proposals sent up to and including 17 April 2009. The following conditions applied:

- The guarantee only relates to the website design that we offer you.
- If you are not satisfied with the website design you must allow our design team the number of rounds of changes relating to your package to rectify your design proposal. This will be based on the changes that you clearly provide to Perth Web Design in written form.
- The guarantee is not payable for other causes, including, but not limited to; changes in your circumstances, changes in functionality requirements from when you submitted your website brief, change of website developer and other, non-design related matters.
- Once you approve the design concept for your website, the money-back-guarantee no longer applies.

Activation

Once you have approved your design concept and we will automatically charge a second 33% installment via the same payment method as you paid the deposit. We will then upload your design into our system. At this time we will require your content to be provided to us, for it to be uploaded onto your website. The number of pages of content to be uploaded will depend on your website package. If you have not supplied us with completed content within 7 days of approving your design, we will upload 'dummy' content into your website. If however, you have supplied us with your content it will be uploaded onto your website, and then you will be provided with the login details to our CMS if you have one.

Grace Period

You have 7 days from when you are supplied with your login details to CMS, (if you have one) as a grace period before we automatically charge the final 34% of your package price. This will be charged automatically via the same method as your deposit. If you ask to activate (have your website on its domain name) during this 7 day period we will charge you the final 34% of your package price at that time.

MONTHLY FEE

Commencement

We will commence charging your monthly fee upon website launch (on your domain name), or 28 business days from when your website is delivered to you for the first time on a temporary domain. Although your website may not be live at this time, your account still costs us for things such as support, domain name, email hosting, bandwidth, server disk space and system upgrades.

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Monthly Fee Billing Procedure

You will be billed as per your billing cycle; our billing company **Debit Success** will send you out the appropriate paperwork for your fees. You will be billed retrospectively for any additional services that you use during a given month. Your first month will be billed on a pro-rata basis dependent on the number of days left in the month.

12-Month Obligation

If you purchase a Business Entry of Silver website package, your website must remain active and you a full-paying customer of Perth Web Design for 12 months.

Payment in Advance

You are billed for the month in advance. If you cancel your service, you will not be billed again. However, you will not be eligible for a refund or partial refund for the previous payment, regardless of how much of the current month you have used.

Refund Policy for Monthly Fee

If you are not happy with your website then you can cancel your service immediately. From the time you receive your cancellation confirmation Perth Web Design will no longer bill you. No retrospective cancellation is possible. You are billed monthly, for the month in advance for your monthly subscription. No refunds or partial refunds are available for unused portions of the month.

THE IMAGES ON YOUR WEBSITE

If we use stock imagery on your website you do not own these images, ownership is retained by the image rights owner. Such images can therefore not be used or re-used for any other purpose and can only be used as they were placed onto your website by us. Any editing of the dimensions in which they appear may contravene their usage rights. Do not copy the images and use them in other promotional materials. If you are looking to own the images on your website or use them for another purpose then please contact us and we will endeavor to put you in contact with the image rights owner. This of course, does not apply to images that you own and provide to us for use on your website.

OUR INTELLECTUAL PROPERTY

The system that runs your website remains the property of Perth Web Design at all times. The coding, programming and intellectual property that creates your website is owned by Perth Web Design. In purchasing a website package with us you own the style, design and graphic design of the website. You also own all of the content that you place onto your website. The content, style and design on your website will be made available to you if you elect to leave Perth Web Design.

Copyright is taken very seriously and we will pursue and investigate all breaches of copyright infringement.

WEBSITE CONTENT

Websites from Perth Web Design cannot be used to disseminate, communicate, store or transmit:

- Content sexually explicit in nature;
- Information that contains viruses, worms or malicious elements;
- Copyright infringing data;
- Trade secret protected data
- Data that infringes on any intellectual property, publicity rights or privacy rights;
- Is defamatory, harassing or threatening;
- Relates to illegal business operations or schemes
- Contains deliberately misleading, incomplete or deceptive content; or
- Is deemed inappropriate by Perth Web Design

FTP ACCESS

- Does not grant access to FTP services to you or a third party
- Express permission is required from Perth Web Design management before access can be granted.
- You may not modify our website, or any portion of it, except with the express written consent of Perth Web Design.
- Access setup is charged at **\$90+GST**
- If given access you will be given a unique login for you and you only. All FTP access is logged and if we are aware that access has been granted to a third party we will investigate and take appropriate action.
- Any pages or content that is required to be backed up or restored after we have granted you access will be charged at our standard hourly rate of **\$90+GST**.

LINKS

As part of your website build and ongoing hosting Perth Web Design has the right to include back-links from your website to Perth Web Design. This is an important marketing avenue for us and allows us to keep our prices so low. If you do not want the back-link on your website we may be able to negotiate a fee for the removal of the links.

PROMOTIONAL MATERIAL

Perth Web Design reserves the right to use client websites, web designs, layouts, wireframes and collateral in advertising and / or marketing initiatives. This may include portfolio examples on our website, case studies and other promotional initiatives.

SUPPORT

Perth Web Design provides a telephone helpdesk during business hours 9am -5.30pm (WST) and an email support service on sales@pwd.net.au

Included in your monthly fee:

- Help using CMS (understanding what you can do and where you do it)
- Billing enquiries
- Bug reports and fixes of our CMS

The following attracts our support fee of \$90 Inc GST in 15-minute increments

- Support from staff other than our helpdesk staff (e.g. General Manager or Designer)
- Face to face support
- Content changes
- Design changes
- HTML/CSS/Coding training, support or troubleshooting
- All application training and support (i.e. Photoshop, flash etc)
- All customer computer hardware issues that we can help with, this is outside of our expertise so is not a guaranteed service
- Time spent investigating a reported issue for which PERTH WEB DESIGN is not responsible

Service Level Agreement

- All support issues requiring less than 2 hours work will be fixed within 24 hours of the support ticket being logged. If faster support is required then this will attract a surcharge of \$90
- Support issues requiring more than 2 hours work will be given a fixed timeframe and will attract a surcharge of \$90 if needed much faster than suggested

Your Privacy

Your privacy is important to us. We dislike SPAM as well. We will never sell, lease or distribute your contact details to any 3rd party. We will only reveal data pertaining to your account if compelled to do so by law.

Use Of Our Email Facility

If you choose to use our email newsletter facility you must abide by the relevant electronic messaging laws of all relevant jurisdictions. Do not use the email facility for the purpose of spam. Only send emails to addresses that have requested to receive information from you. We will not be responsible for the emails and any electronic correspondence sent from our system by you. We will fully co-operate with relevant legal authorities requiring information about the efforts of spammers.

Fair Use Policy

We employ a fair use policy to our websites. If we believe, for any reason, that you are not behaving in a manner expected of a Perth Web Design customer then we reserve the right to terminate your account - effective immediately.

Our Website

You may display our website on an Internet access device, and occasionally, and only in circumstances that constitute "fair use" under applicable copyright law, print copies of insubstantial portions of our website. You may not modify our website, or any portion of it, except with the express written consent of Perth Web Design.

Accessibility

We make efforts to ensure that our website, CMS and all of our services are online 24x7 every day of the year. However, this will not always be the case. There are times when our website will be down, sometimes for things that we can't control and others that we can. When our service is offline we will do our best to get it online as soon as possible. We will not be held responsible for damage, events or losses directly or indirectly related to our website being offline.

Online

We endeavor to provide at least 99% uptime on all of our hosting. If in a given month, we do not reach this target, we will not offer compensation. We offer hosting for free (included in the price of our service) and do our best to keep our sites online but cannot be held responsible when websites are offline.

Liability

We will not be held liable for any action or inaction relating to our service. We offer a quality service at highly competitive rates. We believe that our system is highly secure from the actions of hackers, viruses and other problems on the Internet but can make no guarantees. It is up to you to back-up and ensure the integrity of your data offline. If your website is offline then please contact us and we will try to fix the problem as soon as possible. We will not be liable for loss of sales, leads or reputation from using our service.

Dispute Resolution

The parties will, in good faith, attempt to resolve any dispute, claim or controversy arising out of or relating to this Agreement by negotiation. Either party may initiate negotiations by providing written notice in letter-form to the other party, setting forth the subject of the dispute and the relief requested. The recipient of such notice will respond in writing within five days with a statement of its position on, and recommended solution to, the dispute. If the dispute is not resolved by this exchange of correspondence, then representatives of each party with full settlement authority will meet at a mutually agreeable time and place within ten days of the date of the initial notice in order to exchange relevant information and perspectives, and attempt to resolve the dispute. If the dispute is not resolved by these negotiations, the matter shall be submitted to mediation in accordance with, and subject to, The Institute of Arbitrators & Mediators Australia Mediation and Conciliation Rules. If the dispute or difference is not settled within 30 days of the submission to mediation and provided such period is not extended by consent of the parties, it shall be and is hereby submitted to arbitration in accordance with, and subject to, The Institute of Arbitrators & Mediators Australia Rules for the Conduct of Commercial Arbitrations. Notwithstanding the existence of a dispute or difference each party shall continue to perform the Agreement. This clause shall survive termination of this Agreement.

Jurisdiction

This website is governed by the laws of the state of Western Australia, Australia. Any dispute arising from the use of this website will be settled in this jurisdiction.