

Terms and Conditions

1. Project Scope

Most projects that fail don't have an agreement between the provider and the client of what is included in the project. Before any work commences on your site, we will meet with you to determine exactly what is included in your project. This process is called project scoping and it is important that all your requirements are discussed during this stage. At the end of this process we will provide you with documentation of what we have agreed to and any adjustments to initial quote.

2. Changes to Project Scope

It's common during the development process for clients to see potential in adding new aspects to the project. To ensure that your site is built within the agreed timeframe and budget, changes to the scope will generally be made after the initial build and charged as an addition at our standard hourly rate.

3. Payment

Our terms of payment are seven days from date of invoice. An invoice will be provided for each payment instalment at the percentage rate outlined in the attached quote. If you are unable to pay within the required time, please contact us so alternative arrangements can be made. Payments may be made by cash, cheque, or electronic funds transfer. Returned cheques will incur an additional fee of \$100.00 per cheque. Doodlefish reserves the right to consider an account to be in default in the event of a returned cheque.

4. Supplying Your Content

Following completion of project scope, if required, you will be provided with templates for supplying content. Content will only be accepted in electronic format using the templates provided. Any content supplied that requires conversion or editing will be charged as additional work at our standard hourly rate.

5. Images

Good quality images are important to the success of your site. Images should be supplied at a minimum of 72dpi, with a minimum size of 500k, and must be of a quality suitable to the project. All images and other media need to be submitted with your completed content. Any adjustments, data entry or image manipulation not included in the original scope will incur additional charges at our standard hourly rate.

6. Rights of Access for Website Construction

Doodlefish may require access to your usernames and passwords for the purpose of completing the project. In accepting these terms and conditions, you agree to allow Doodlefish all necessary access to computer systems and other locations, as required, in order to complete the project.

7. Search Engine Submission

Doodlefish cannot guarantee any particular search engine placement for your site. We construct your site to give you the best advantage but there are a number of additional factors not included in development that will impact on your search engine returns. We do offer SEO services for our clients at an additional charge.

8. Project Completion

Once the project is complete and your site is live, you will have fourteen days to review your site. Doodlefish will make minor changes at no extra cost during this period. Minor changes include small textual changes or image adjustments. It does not

include changes to colour schemes, layout or any complex structures. Minor change requests can be forwarded to Doodlefish by email.

9. Hosting

Doodlefish does not offer in-house hosting services. We have sourced reliable third parties whom we recommend, however we do not guarantee continuous service and will accept no responsibility for loss of service whatever the cause. We may request that you change your hosting if we believe your current hosting is unacceptable due to poor service, lack of bandwidth or in any other way insufficient to support the website.

10. Backup

Backing up your hosted data files is your responsibility. Neither Doodlefish nor your hosting service can guarantee replacement of files in the event of an error on your behalf. We can offer backup services to our clients at an additional charge

11. Design Credits

In accepting these terms and conditions, you agree to allow Doodlefish to place a link to Doodlefish's own website on your website. This will usually be in the form of a line of text placed towards the bottom of the page. You also agree to allow Doodlefish to place websites and other designs, along with a link to your site on Doodlefish's own website for demonstration purposes and to use any designs in our own publicity.

12. Termination

Either party may terminate this Agreement by giving the other party one (1) months notice in writing to our postal address.

Doodlefish Web Design
PO Box 430
Kingston, TAS, 7000

Termination of a project may be made initially by telephone contact or email; however, following this, Doodlefish will need formal notification in writing to the company's postal address. The one month notice period does not start until the receipt of the written notice. The balance of monies due must be paid within 7 days.

13. Copyright

Copyright is retained by Doodlefish Web Design on all design and website development work including words, pictures, ideas, code, scripts, visuals and illustrations produced by Doodlefish Web Design unless released explicitly in writing and subsequent to all costs having being settled. Copyright is retained by the client or rightful copyright or trademark owner for all supplied text, images and other data provided to Doodlefish Web Design for inclusion in the client's website or other medium. The client declares that it holds appropriate copyright and/or trademark permissions. Copyright associated with web hosting is referred to in the web hosting terms and conditions provided.

The client may request in writing from Doodlefish Web Design, the necessary permission to use materials (for which Doodlefish Web Design holds the copyright) in forms other than for which it was originally supplied, and Doodlefish Web Design may, at its discretion, grant this by providing the client with a new license to reproduce such works at a nominated fee. Such permission must be obtained in writing before it will allow any of the aforesaid artwork, images, text, illustrations or other data to be used.

The client agrees to fully indemnify and hold Doodlefish Web Design free from harm in any and all claims resulting from the client in not having obtained all the required copyright, and/or any other necessary permissions.

14. Licensing

Any design, copywriting, drawing, illustration, idea, script or code created for the client by Doodlefish Web Design, is licensed for use by the client on a one-time only basis and may not be modified, reused, or redistributed in any way or form without the express written consent of Doodlefish Web Design. In the event of multiple proposed designs being submitted to you the client for selection, the one design selected is deemed by Doodlefish Web Design as fulfilling the contract. All other designs remain the property of Doodlefish Web Design, unless agreed in writing that this arrangement has been changed.

15. Design Charges

Charges for design services to be provided by Doodlefish Web Design will be set out in the written estimate or quotation that is provided to the client. At the time of the client's signed acceptance of this estimate or quotation, indicating acceptance of the Terms & Conditions, subsequent work will then continue.

16. Data Formats

The client agrees to Doodlefish Web Designs definition of acceptable means of supplying data to the company. Text is to be supplied to Doodlefish Web Design in electronic format as standard text (.txt), MS Word (.doc) on CD-ROM, USB drive or via email. Images must be of a quality suitable to the applicable job. Additional expenses may be incurred for any necessary action, including, but not limited to, photography and art direction, photography searches, media conversion, digital image processing, or data entry or list cleaning services.

17. Alterations

The client agrees that changes required above and beyond the estimated work or required to be carried out after acceptance of the draft design will be liable to additional charge/s.

18. Default

Unless previously negotiated, your account will be considered in default if it remains unpaid for more than seven days from date of invoice or following a returned cheque.

Doodlefish shall be entitled to remove your material from any and all computer and hosting systems, until the amount due has been fully paid. This includes any and all unpaid monies due for services, including, hosting, domain registration, search engine marketing, design and maintenance, printing and photography. Removal of your material does not relieve you of your obligation to pay the due amount. Clients whose accounts are in default agree to pay Doodlefish reasonable legal expenses and third party collection agency fees in the enforcement of these terms and conditions.

19. Disclaimer

Doodlefish Web Design makes no warranties of any kind, express or implied, for any and all products and/or services it supplies. Doodlefish Web Design will not be held responsible for any and all damages resulting from products and/or services it supplies. Doodlefish Web Design is not responsible for any loss, or consequential loss of data, or non-delivery of products or services, of whatever cause. While we take reasonable steps to investigate the materials we recommend, we accept no responsibility for the performance or quality of materials or any consequential loss arising from their failure. The client agrees not to hold Doodlefish Web Design responsible for any such loss or damage. Any claim against Doodlefish Web Design shall be limited to the relevant fee(s) paid by the client.

Doodlefish Web Design reserves the right to use the services of sub-contractors, agents and suppliers and any work, content, services and usage is bound by their Terms and Conditions.

20. General

Doodlefish Web Design reserves the right to change any rates and any of the Terms and Conditions at any time and without prior notice.

21. RATES SCHEDULE

Doodlefish Rates effective 1/1/2016

Hourly Rates	Discount	ex GST	GST	inc GST	Minimum Hours per annum	Monthly Invoice (inc GST)	Total cost per annum	average hours per month
Ad Hoc Support and Site Development	0	\$120.00	\$12.00	\$132.00	as required	as required	as required	
Maintenance and Support Packages on 12 month contracts								
Economy Package	5%	\$114	\$11.40	\$125.40	18	\$203.78	\$2,445.30	1.5
Business Package	10%	\$108	\$10.80	\$118.80	30	\$321.75	\$3,861.00	2.5
Gold Package	15%	\$102	\$10.20	\$112.20	42	\$425.43	\$5,105.10	3.5