

at+m WEBSITE TERMS AND CONDITIONS

1. STANDARD TERMS AND CONDITIONS

These are the standard terms and conditions for Website Design and Development and apply to all work undertaken by at+m for its clients.

2. OUR FEES AND DEPOSITS

If you do not have an existing trading account with at+m a 50% deposit of the total fee is payable under our proposal. The remaining 50% shall become due when the work is completed to your satisfaction but subject to the terms of the "approval of work" and "rejected work" clauses. We reserve the right not to commence any work until the deposit has been paid in full.

The 50% deposit is only refundable if we have not fulfilled our obligations to deliver the work required under the Agreement. The deposit is not refundable if the development work has been started and you terminate the contract through no fault of ours.

3. SUPPLY OF MATERIALS

You must supply all materials and information required by us to complete the work in accordance with any agreed specification. Such materials may include, but are not limited to, photographs, written copy, logos and other printed material. Where there is any delay in supplying these materials to us it may lead to a delay in the completion of work. We have the right to extend any previously agreed deadlines by a reasonable amount.

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.

4. VARIATIONS

We are pleased to offer you the opportunity to make revisions to the 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.

5. PROJECT DELAYS AND CLIENT LIABILITY

Any time frames or estimates that we give are contingent upon your co-operation with feedback and receiving final content at the one time.

6. APPROVAL OF WORK

During development you will have the opportunity to review the work in progress. You must notify us in writing of any unsatisfactory points within 21 days of such notification. Any of the work which has not been reported in writing to us as unsatisfactory within the 21 day review period will be deemed to have been approved. Once approved, or deemed approved, work cannot subsequently be rejected and the contract will be deemed to have been completed and the 50% balance of the project price will become due.

7. REJECTED WORK

If you reject any of our work within the 21 day review period, or not approve subsequent work performed by us 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.

8. PAYMENT

Upon completion of the 21 day review period, we will invoice you for the 50% balance of the project.

9. 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 company logos, names and trademarks, or any other material that you supply to us to include in your website or web applications.

You must indemnify us and hold us harmless from any claims or legal actions related to the content of your website.

10. RIGHTS TO INTELLECTUAL PROPERTY

at+m in order to, and in the course of providing services will be the original author of electronic works, concepts and designs devised and produced for our clients. Once you have paid us in full for our work we grant to you a license to use the website and its related software and contents for the life of the website.

11. SEARCH ENGINES

We do not guarantee any specific position in search engine results for your website. We perform basic search engine optimisation according to current best practice.

12. CONSEQUENTIAL LOSS

We shall not be 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. We are not liable for any loss due to the non performance or interruptions with our preferred hosting supplier.

13. DISCLAIMER

To the full extent permitted by law, all terms, conditions, warranties, undertakings, inducements or representations whether express, implied, statutory or otherwise (other than the express provisions of these terms and conditions) relating in any way to the services we provide to you are excluded. Without limiting the above, to the extent permitted by law, any liability of at+m under any term, condition, warranty or representation that by law cannot be excluded is, where permitted by law, limited at our option to the replacement, re-repair or re-supply of the services or the payment of the cost of the services that we were contracted to perform.

14. SUBCONTRACTING

We reserve the right to subcontract any services that we have agreed to perform for you as we see fit.

15. NON-DISCLOSURE

We (and any subcontractors we engage) agree that we will not at any time disclose any of your confidential information to any third party.

16. ADDITIONAL EXPENSES

You agree to reimburse us for any requested expenses which do not form part of our proposal including but not limited to the purchase of templates, third party software, stock photographs, fonts, domain name, web hosting or comparable expenses.

17. WEB HOSTING & DOMAIN RENEWALS

Within 30 days of the expiry of your hosting, domain name or SSL certificate we will automatically generate a renewal to meet your website requirements, unless notified in writing by you.

The associated costs will be invoiced and failure to pay the associated costs, may cause interruptions to our services we supply you. Cancellation of our renewal service mid term will not give cause to any credits or reimbursement for that term still left to be completed.

If you the client is responsible for the renewals, we bear no liability for your failure to do so.

18. GOVERNING LAW

The 'Agreement' constituted by these terms and conditions and any proposal will be construed according to and is governed by the laws of Tasmania. You and at+m submit to the non-exclusive jurisdiction of the courts in and of Tasmania in relation to any dispute arising under these terms and conditions or in relation to any services we perform for you.

19. CROSS BROWSER COMPATIBILITY

By using current versions of well supported content management systems such as "Joomla", we endeavour to ensure that the websites 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 effort basis, where any incompatibilities are found.

20. E-COMMERCE

You are responsible for complying with all relevant laws relating to e-commerce, and to the full extent permitted by law will hold harmless, protect, defend and indemnify at+m and its subcontractors from any claim, penalty, tax, tariff loss or damage arising from you or your clients' use of Internet Electronic Commerce.