



Terms and Conditions

1. Contract: The client's approval for work to commence shall be deemed a contractual agreement between the client and Digital Wave Media. **Important: Approval for the work to commence and payment of the advance fee indicates that the client accepts these terms and conditions.**

2. Intellectual Copyright: Digital Wave Media will hold intellectual copyright of any material, including any source code, created for the client until payment of the final invoice. At this time it will become the property of the client.

3. Search Engine Promotion: Digital Wave Media are not responsible for the client's on-going web site promotion. Should the client require the site to be promoted on an ongoing basis a separate contract must be agreed. The order in which websites are ranked in the natural search results is controlled by the search engines. While we can optimise your site for this we are unable to make any guarantees about the success of any search engine promotion activity.

4. Cancellation: Should the client wish to cancel at any point during the process they shall remain liable for the work that has taken place and shall be invoiced accordingly.

5. IMPORTANT! Failure to Provide Required Website Content:

To remain efficient we must ensure that work we have programmed is carried out at the scheduled time. On occasions we may have to reject other work and enquiries to ensure that your work is completed at the time arranged.

This is why we ask that *you provide all the required information in advance*. On any occasion where we cannot progress your website because you have not provided the required information when you have agreed to do so, and we are delayed as result, the final deadline of your website/project will be extended with the number of days taken for you to deliver content. We reserve the right to impose a surcharge of up to 25% on the whole project if you cannot deliver your content within 4 weeks. If you agree to provide us with the required information and subsequently fail to do within eight weeks of project commencement we reserve the right to close the project and the balance remaining becomes payable immediately.

6. Travel Time and Expenses: Travelling time to and from customer premises is not generally included in our estimate. Digital Wave Media reserve the right to make a charge for travelling time at our normal consultancy rates.

(NOTE: There will be no charges for travelling time or expenses incurred before you give your approval for work to commence.)

7. Quotations: The price quoted to the client is for the work agreed on the quotation only. Should the client decide that additions are required after work on the project commences, then we will accept these changes with the provision that additional charges will be incurred.

8. Advance Payment: An advance of 50% of the total cost of the project is required before work can commence. *After work commences this is non-refundable.*

9. Payment terms: Payment is currently accepted by cheque or bankers deposit in AUS Dollars, unless otherwise agreed. If your cheque is returned by the bank as unpaid for any reason, you will be liable for a "returned cheque" charge of \$25.

10. Payment: Payment of any balance will be due within 10 days of final invoice date. Full publication of the Web Pages may take place only after full payment has been received. Any material previously published may be removed if payment is not received. When this occurs a minimum charge of \$50 will be required to have the site restored.

11. Late Payment: Accounts that have not been settled within 7 days of our final reminder will incur a late payment charge of 10% of the amount outstanding.

12. Future Support: The website is provided to and accepted by the client as a fully functioning, completed work. Digital Wave Media gives complimentary 1 month support to its clients free of charge, however it is not responsible for future support unless agreed upon and the price negotiated.

(NOTE: Unless support is part of package)

13. Future Site Problems: Unfortunately malicious software, spyware, viruses and website hacking do occur. It is highly unlikely that these will affect your website, and Digital Wave Media will endeavour to protect it from this as much as we can during its creation and has systems in place for hosting clients, but we cannot be held responsible for problems that develop on sites after we have handed them over to the client.

Notes:

Should Digital Wave Media waive any of these terms on an individual basis, this shall not affect the validity of remaining clauses or commit Digital Wave Media to waive the same clause on any other occasion.

By agreeing to these terms and conditions your statutory rights are not affected.

Digital Wave Media reserves the right to change or modify any of these terms or conditions at any time. Should clarification of any of the above be required please contact us.

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