

# BLAST web consulting

## Terms & Conditions

By placing an order with BLAST web consulting, you confirm that you are in agreement with and bound by the terms and conditions set out below.

### Definitions

The 'client' refers to the company or individual engaging the services of BLAST web consulting.

### PROJECT TERMS

- During the project briefing, it is client's responsibility to provide us with clear guidelines along with the flow or specific details you may require. 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. Thus, it is essential that you clarify every aspect of your website development and ensure that you have been quoted on the right requirements.
- Once a proposal has been finalised, any additions, changes or enhancements in the functionality or design of the project will affect the proposal and may incur additional cost and a revised delivery date. All additional programming work is charged separately. Under no circumstances will BLAST web consulting be liable for any delays caused by change in the project brief.
- Website content and all related materials need to be provided to us within the first two weeks of starting the project. Any delays thereafter may delay the project and may incur additional charges if it goes beyond reasonable timeframe.
- The client must recognise that at times there may be unforeseen circumstances that will delay the development process, particularly with reference to the integration of third party software. We will try our best to complete the project as agreed in the proposal. As long as it is within a reasonable period, the client agrees not to penalise us for

any genuine delay, when every effort to keep the project on the proposed schedule is taken.

- BLAST web consulting takes no responsibility for any of the third party products, software or components used on the website development such as payment gateway, SSL certificates, jquery etc. We suggest you to take regular back-ups to avoid any disruptions.
- Domain registration charges are not included as a part of the proposal unless mentioned otherwise.
- Hosting charges are not included in the quotations unless mentioned otherwise. BLAST web consulting can provide an appropriate hosting solution if required, a quote for which will be submitted separately and approved by the client.
- Where clients decide to organise their own hosting, we should be consulted before finalising the type of hosting and database, as it should meet the requirements of the technology used for the development. Please note that we'll require full access with hosting support for testing and deploying the application. BLAST web consulting will not be liable for any delays or errors caused by direct or indirect actions of the hosting company.
- If a client delays the project for more than two months, (by missing deadlines for the supply of information, content or images) BLAST web consulting reserves the right to charge a project-delay fee to recover costs associated with ongoing management of the project.

## PAYMENT TERMS

- All prices are quoted in Australian dollars are exclusive of GST unless specified.
- Fees quoted are valid for 30 days from the date of issue.
- Our payment schedule is as follows for Projects:
  - 50% of the total project cost will be invoiced on sign off of final project specification. Work will be scheduled to commence when payment is received, (please alert your account manager to expedite scheduling)
  - The remaining 50% will be invoiced upon completion and must be paid before the site will be made live, OR

- The remaining 50% is payable after 30 days of inactivity after the website has been delivered to the client for testing.
- Any future work will be quoted and billed as per the request of the client and charged at our hourly rate.

## **DELIVERY**

- Upon the receipt of final payment, the completed Project or Specified Work will be delivered to the client and will be operational according to the specifications provided by the client.
- It is the responsibility of the client to test the final delivery of the project/work undertaken and report any issues within 7 days from the date of said final delivery. Upon agreement by BLAST web consulting to dissolve these issues, the client is deemed to have signed off the project as complete once these issues have been addressed.

## **UPDATES OUTSIDE ORIGINAL SCOPE**

- In the event of any variations or extensions to the project, or should a client wish to engage BLAST web consulting on a time and materials basis, all work will be undertaken in accordance with our hourly rates.
- Any future work will be quoted and billed as per the request of the client. Upon payment of each item of future work, copyright to such work will be owned by the client.

## **INTELLECTUAL PROPERTY**

- Copyright to any individual part, as well as the completed Web Development Project produced by BLAST web, will be owned by the client upon receipt of final payment.
- Rights to any photos, graphics and source code produced by BLAST web consulting and contained in any/all web pages that form part of the finished Web Development Project, as well as any work-up files are transferred to the client.
- Copyrights handed over to the client 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 case of business restructuring or ownership change, ownership of the website may be

transferred from one owner to another. New owners are not allowed to re-sell or re-use for any commercial or non-commercial purpose.

## MAINTENANCE

- BLAST web consulting can provide a hosting solution if required.
- BLAST web consulting can also provide a content maintenance service if required. This is billed at our standard hourly rate or an agreed monthly/annual content maintenance contract.

## INDEMNITY

- Where materials (including but not restricted to text copy and images), are used in the production of the Web Development Project, the client shall be responsible for:
- Obtaining all necessary permission, authorizations, licenses and consents required as well as being responsible for the payment of all royalties or license fees associated with the use of the materials; and
- ensuring that the material provided is not obscene, offensive, upsetting, defamatory, personally offensive or in any way unsuitable for people under the age of eighteen (18) years, and does not comprise and cannot be used for any purpose or activity of an illegal, fraudulent or defamatory nature.
- Where the client provides material, it indemnifies BLAST web consulting against any loss, costs, expenses, demands or liability, whether direct or indirect, arising out of a claim by a third party alleging infringement of its intellectual property rights or any other rights. BLAST web consulting will be similarly indemnified by the client against any claims made by third parties arising from claims unrelated to the services provided by BLAST web consulting under this Agreement (e.g., frivolous or attached third-party suits.)
- BLAST web consulting will not be liable for costs incurred, compensation or loss of earnings due to the failure by the client or BLAST web consulting to meet agreed deadlines.
- While every endeavour will be made to ensure the website and any scripts or programs are free of errors, BLAST web consulting does not

accept responsibility for any losses incurred due to website malfunction, specifically:

- BLAST web consulting will not be liable or become involved in any disputes between the site owner and their clients and BLAST web consulting cannot be held responsible for any wrongdoing on the part of a site owner.
- BLAST web consulting will not be liable for any costs incurred, compensation or loss of earnings due to the work carried out on behalf of the client, or any of the clients appointed agents.
- BLAST web consulting will not be liable for any costs incurred, compensation for loss of earnings due to the unavailability of the site, servers, software or any material provided by its agents.
- If the client decides to terminate the contract after a project has commenced, the client will be liable to pay for all work done up to the point of termination.

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