



# Smart Fast Websites Terms & Conditions

## Website Design & Development

These are the standard terms and conditions for Website Design and Development and apply to all contracts and all work undertaken by Smart Fast Websites for its clients.

### 1. PAYMENT STRUCTURES

Unless agreed differently based on the proposal, a 50% payment of the total fee payable under our proposal is due immediately upon you instructing us to proceed with the website design and development work. The remaining 50% shall become due when the work is completed to your reasonable 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 payment has been paid in full. The 50% payment is only refundable if we have not fulfilled our obligations to deliver the work required under the agreement. The payment is not refundable if the development work has been started and you terminate the contract through no fault of ours.

### 2. SUPPLY OF MATERIALS

You must supply all materials and information required by us to complete the work in accordance with any agreed specification. Unless outlined differently in proposal, 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 which leads to a delay in the completion of work, we have the right to extend any previously agreed deadlines by a reasonable amount.

### 3. CHANGES AND ADDITIONAL REQUESTS

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. Our website development phase is flexible and allows certain variations to the original specification. However any major deviation from the specification will be charged at the rate



of \$120.00+GST per hour. Upon completion of the project we provide a 30 day free change period. This period allows you to request changes within the scope of the project. This includes: content updates, new pages created, images and videos added.

#### 4. PROJECT DELAYS AND CLIENT LIABILITY

Any time frames or estimates that we give are contingent upon your full cooperation and complete and final content in photography for the work pages. During development there is a certain amount of feedback required in order to progress to subsequent phases. It is required that a single point of contact be appointed from your side and be made available on a daily basis in order to expedite the feedback process.

#### 5. APPROVAL OF WORK

On completion of the work you will be notified and have the opportunity to review it. You must notify us in writing of any unsatisfactory points within 7 days of such notification. Any of the work which has not been reported in writing to us as unsatisfactory within the 7-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.

#### 6. REJECTED WORK

If you reject any of our work within the 7-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.

#### 7. PAYMENT

Upon completion of the 7-day review period, we will invoice you for the 50% balance of the project.



## 8. 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.

## 9. SEARCH ENGINES

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

## 10. 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 Smart Fast Websites 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.

## 11. SUBCONTRACTING

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



## 12. 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.

## 13. BACKUPS

Unless hosting your website with us, you are responsible for maintaining your website and maintaining backups. We will not be liable for restoring any client data or client websites except to the extent that such data loss arises out of a negligent act or omission by us. Our hosting packages include backups and maintenance.

Web hosting is provided via our leased servers, on which we provide added services, licenses and optimisations. We offer managed hosting packages to ensure that your website is optimised for speed and security, hence we are unable to give out hosting logins. If you are unable to complete your file transfers via the default WordPress Media Library / Theme / Plugin uploads, any file transfers to and from the server can be arranged with us. Upon completion of work and receiving full payment, all work becomes client's intellectual property, apart from licenses to premium themes and plugins and extra services, which are related to our managed hosting packages. If you wish to migrate away from our managed hosting, we will provide you with the necessary databases and files.

# Website Hosting

## 1. LOSS OF SERVICE

We will endeavour to maintain network stability and satisfactory service levels, however:

We may from time to time perform routine maintenance, service and upgrades. We will endeavour to act on such instances at the most convenient times and provide reasonable notice by any means we deem satisfactory



We may experience outages beyond our control caused by any of the following; force majeure (any 'act of god' including those induced by negative human activities), war, invasion, act of hostilities, civil war, rebellion, military power or confiscation, terrorist activities, nationalism, governmental/quasi-governmental sanction, restraint, embargo, prohibition or intervention, blockage, labour dispute, general strike, lockout or failure of utilities (electricity, telephone, etc), failure of hardware (our hardware as well as third party), failure of software, failed software or hardware upgrade or any other failure as caused by Smart Fast Websites, our suppliers or any third party

We may, at our discretion provide notification of outages whether planned or unplanned

You release us from any claim or potential claim with relation to outages and any loss of business/service suffered by you or any third party

## 2. PAYMENT

If any payment due from you to us is not received by the due date, we give a 7 day grace period, after this date your account will be suspended until payment or a payment arrangement has been approved and received.

# SEO WORK

## 1.LIABILITY

You agree that we cannot be held liable for any results outside of our control, such as the quality of leads or sales made by your team. You acknowledge that we have no control over changes to search engine policies or algorithms.

You understand and accept that at any time the third party search engines and platforms in their sole discretion may affect how your website content, pages, and domain are viewed and displayed and thereby, your website may lose rankings or be excluded from search results at the sole discretion of the search engines. You agree to not hold us liable for any such negative impact to your rankings. We assume no responsibility for the actions and algorithms of these search engines and platforms.



Provided that we upheld our obligations hereunder, you agree that no refunds or discounts will be given for any negative impact on the part of any search engine. While we will provide professional advice in relation to the Services on a continual basis, you certify that we have not given nor implied any guarantees regarding your website rankings in search engines due to these beyond our scope and control.

You as the client agree to:

Accept full and exclusive responsibility for your business' performance and customer satisfaction.

## 2. SUBCONTRACTING

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

## 3. TERMINATION

Effective at the expiration of the mandatory no-cancellation term, either Party has the right to terminate the Contract by giving a minimum of 1 month's written notice to the other Party assuming you have paid all amounts due or payable to us, excluding those disputed in good faith.