

Gold Coast Digital Terms & Conditions

Definitions:

The Client: The company or individual requesting the services of Gold Coast Digital

Gold Coast Digital: Primary designer/site owner & employees or affiliates. Trading As Gold Coast Digital

General

Gold Coast Digital will carry out work only where an agreement is provided either by email, telephone, mail or fax. Gold Coast Digital will carry out work only for clients who are 18 years of age or above. An 'order' is deemed to be a written or verbal contract between Gold Coast Digital and the client, this includes telephone and email agreements.

Our Rights to vary Terms

We do from time to time update our terms, we reserve the right to do this at our discretion you will be required to sign or agree to these terms in order to continue your service with Gold Coast Digital Website Design, whilst every endeavour will be made to ensure that the website and any scripts or programs are free of errors, Gold Coast Digital cannot accept responsibility for any losses incurred due to malfunction, the website or any part of it. The website, graphics and any programming code remain the property of Gold Coast Digital until all outstanding accounts are paid in full. Any scripts, CGI applications, php scripts, or software (unless specifically agreed) written by Gold Coast Digital remain the copyright of Gold Coast Digital and may only be commercially reproduced or resold with the permission of Gold Coast Digital until the account is settled.

Gold Coast Digital cannot take responsibility for any copyright infringements caused by materials submitted by the client. We reserve the right to refuse any material of a copyrighted nature unless adequate proof is given of permission to use such material. Any additions to briefs provided will be carried out at the discretion of Gold Coast Digital and where no charge is made by Gold Coast Digital for such additions, Gold Coast Digital accept no responsibility to ensure such additions are error free and reserve the right to charge an according amount for any correction to these or further additions.

The client agrees to make available as soon as is reasonably possible to Gold Coast Digital all materials required to complete the site to the agreed standard and within the set deadline. Gold Coast Digital will not be liable for costs incurred, compensation or loss of earnings due to the failure to meet agreed deadlines.

Gold Coast Digital will not be liable or become involved in any disputes between the site owner and their clients and cannot be held responsible for any wrongdoing on the part of a site owner. e.g., Any disputes re content/images that have been provided to us for

inclusion on the site. Gold Coast Digital 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. Gold Coast Digital will not be liable for any costs incurred, compensation or loss of earnings due to the unavailability of the site, its servers, software or any material provided by its agents.

Once a website has been designed and completed the final balance of payment is then due in accordance with our payment terms. There are no exceptions to this, i.e., if the client decides they no longer want the site, as they have commissioned the work and paid a deposit, they are still obliged to pay for the work that has been done.

Database, Application and E-Commerce Development

If you are using your *own* software

Gold Coast Digital cannot take responsibility for any losses incurred using any software created by the client. Whilst every care has been taken to ensure products are problem free and accurate, the ultimate responsibility lies with the client in ensuring that all software they supply is functioning correctly before use. Any scripts, applications or software (unless specifically agreed) written by Gold Coast Digital remain the copyright of Gold Coast Digital and may only be commercially reproduced or resold with the permission of Gold Coast Digital Designs.

If you are using our software

If, however we are building a website using our own software Gold Coast Digital will carry out all tests and ensure the software is working correctly, in this instance the ultimate responsibility lies with the Gold Coast Digital in ensuring that all software they supply is functioning correctly before use.

Where applications or sites are developed on servers not recommended by Gold Coast Digital Designs, the client is expected to provide or seek any information, additional software, support or co-operation pertaining to the server required for the application to be correctly developed. Where large applications are to be developed, it is the client's responsibility to provide a suitable testing environment which is identical to the final production environment.

Gold Coast Digital has a strict policy on time allocation due to the number of projects we may have at any one time, therefore Gold Coast Digital does not allow for developers to travel to clients houses to "code while you wait". All correspondents are handled via Telephone, Email and other digital forms. This clause also extends to Sales Managers.

Compatibility

Gold Coast Digital will endeavour to ensure that any developed/designed site or application will function correctly on the server it is initially installed in and that it will function correctly when viewed with the web browsing software Microsoft Internet Explorer Version 9,10 and to an acceptable level with Mozilla browsers. Gold Coast Digital can offer no guarantees of correct function with all browser software.

Website Hosting & Email Service

Gold Coast Digital reserve the right to refuse to handle in any way, material which may be deemed offensive, illegal or in any way controversial, and to terminate the hosting service should the necessity arise. Please also note that all quotes exclude domain name purchases as they are an additional fee payable directly to the registry. Any textual and picture changes regardless of size and any new pages or work that constitutes code editing (including flash) will be charged at \$50 per hour. We will not be held responsible for any loss of emails or data.

We agree to set up email addresses as required and where we host your website, however we cannot configure mail clients such as Outlook, thunderbird and big pond. If you wish for us to undertake this, a fee is payable. All emails that are hosted with Gold Coast Digital can be viewed via webmail by visiting www.yourdomain.com.au/webmail

Please note we currently offer the following data allowances for our hosting:

Personal: 1000MB

Business: 5000MB

Enterprise: 25000MB

Please note if free hosting is offered for any period that would be based upon the Personal Package

Google Optimization

We do not offer any Google guarantees (unless full marketing service has been selected), your website will be submitted to Google for indexing this is then entirely dependent on Google. This means you can expect to type your company name into Google and see your website. This does not mean you will rank for keywords such as "Plumber Sydney" If you wish to have your website listed under numerous categories you will need to seek assistance from an external SEO provider.

Approval of Designs

Once a project design confirmation has been signed, only basic changes can be implemented changes such as graphics and layout changes cannot be done after this stage, due to the complex task of web development it is at our discretion whether the change falls under this point. If such changes fall outside the levels defined, additional work will be charged at \$50 per hour. We will seek your approval before any costs are incurred. We have a minimum charge of 1 hour for all alterations. We allow for 3 major design variations for each project, if after the 2 attempt we fail to meet your expectations we shall arrange for a telephone-conference to discuss any underling issues.

CMS/ Ecommerce Projects

A Common misconception is that with a CMS system any one with minimal knowledge can redesign an entire website on a regular basis, this is incorrect, you will be able to add content, new pages, products and change body text and pictures. You will not be able to change designs and layouts. Think carefully before you proceed with a CMS project and ensure it meets your needs as often, we find a straightforward HTML website is adequate for most small businesses.

Refund Policy

Once an invoice is paid or partly paid you are obliged to pay the total value of the contract, think carefully about engaging Gold Coast Digital to create your website, usually we cannot offer a refund of a deposit if a project has been commenced or indeed scheduled. We do offer a 7-day cooling off period from the date of signed terms, however if we have already commenced the project based on your instruction then this period is waived. These terms do not affect your statutory rights and of course if a website fails to meet your expectations, we are more than happy to discuss any issues with you. However simply changing your mind after a site has been produced does not constitute a refund.

Your responsibility as a business owner.

We like to maintain a happy client relationship thought out the project and into future, therefore please ensure all content is supplied to us in a timely and efficient manner.

Time Frame

As with all design companies, our workload changes, the time frames stipulated at the commencement of the project is purely an estimate and cannot be guaranteed in any way, this also applies to any future work you require us to carry out, therefore please aim to supply information as soon as we request it from you. We must be fair to all; therefore, projects will be started on a first come first serve basis. If you fail to produce the required information within 6 months of signing the terms we reserve the right to requote on the project due to lapsed timeframe.

Once all information has been supplied, we shall complete all prescribed works within **28 days** of receipt of your information.

Payment of Accounts

It is the Gold Coast Digital policy that any outstanding accounts for work carried out by Gold Coast Digital or its affiliates are required to be paid in full, no later than 7 days from the date of the invoice unless by prior arrangement with Gold Coast Digital. All projects require a 50% Deposit payable upfront due to the nature of our work websites will not be put live until all payments have been made and cleared.

Complaints

Firstly, we hope you have no reason to be unhappy! However as with any business sometimes you may feel the need to raise a concern, in this instance we always encourage you contact us on 07 5636 1114 and discuss the matter with us. If your direct contact is not available, please don't wait to speak to that individual, please contact us ASAP so we can resolve the matter quickly for you. Our Office is Manned 9-5 Monday to Friday so there is always someone there to chat to. However, if you continue to feel unhappy, please following our complaint handling procedure:

Informal procedure

Anyone who experiences a problem with their web service provided by Gold Coast Digital should raise the matter directly using our support contact form to do so, giving sufficient information to locate the material and clearly outlining the grounds for complaint. Gold Coast Digital will approach the individual responsible for the material in question with a view to resolving the matter to the satisfaction of the complainant.

Mutual Respect

We of course treat all our clients respectfully and professionally and we expect the same from our clients therefore Gold Coast Digital will not tolerate any abusive, offensive or aggressive behaviour. We will terminate all services immediately and reserve the right to withdraw your website. Our Opening hours are 9:00 AM to 5:00 PM Monday to Friday. You can email chat@goldcoastdigital.com.au outside office hours for any essential support. They will endeavour to contact you within 24 hours.

Formal complaints procedure

The formal complaints procedure should only be used where the complainant feels that the nature of the complaint is too serious to be dealt with informally, or where a satisfactory conclusion has not been reached after following the informal procedure. A formal complaint should be made in writing to Gold Coast Digital Designs, who will acknowledge receipt and ensure that the matter is investigated as soon as possible. An initial response to any complaint can be expected within seven days of its receipt; a full and considered response to the complaint should be completed within 30 days and any subsequent remedy implemented with the minimum of delay.

By signing these terms, you agree to them in full.

Company Name:

Name:

Signature:

Date:

Welcome to Gold Coast Digital!