



Website Development Terms & Conditions

Last Updated: 10th November 2022

ABN: 55101087968

Please read through these terms carefully, engaging in our services you agree to all Terms listed here, subject to revision and maybe subject to changes at the time of your agreement.

In this document the Agency providing the service is Belinda Lindhardt Trading as Digital Creative Spark. The Client is you and your business engaging the services of the Agency.

If you have any queries about any of these or you would like your particular development to have special considerations this needs to be outlined in a separate document prior to starting, please just contact Belinda- hello@dcspark.com.au for any clarifications or questions you may have.

1. PAYMENTS

The following outlines payments:

- a. All website projects will require a 50% deposit upon booking your project. Web Projects under \$800 require full payment upfront.
- b. Milestone payments dates will be required a maximum of every 2 weeks from the project commencement (unless otherwise arranged). Full payment will be required upon completion and before handing over all account details and materials. When full payment is received you can book a training session to complete our fulfilment of your project.
- c. Alternative payment structures need to be agreed upon in writing prior to starting the project.
- d. Day Rate & Bulk Rate payments are required prior to commencement. Outsourced printing payments are also required upfront. Standard printing requires payment upon collection unless by prior arrangement.
- e. Rush jobs may incur up to a 25% rush fee to cover my time outside my normal hours. You will be notified if your task will incur a rush fee.
- f. Extended work outside your quotation is billed by the hour of up to \$110 inc GST an hour and payment is required upon completion of the work.

2. REFUNDS & CANCELLATIONS

- a. Deposits are non-refundable regardless of the amount of work produced.
- b. Cancelling project – Should the Client forfeit work after project commencement the deposit will be non-refundable regardless of the amount of work produced.
- c. Either party may terminate this agreement by giving 10 day's notice in writing if the terms of engagement are breached. Should such notice be given, the amount to be paid to the Agency (Digital Creative Spark) will be based on the amount of work performed at the date of termination and its proximity to be being completed.

3. COMMUNICATIONS

The following outlines how we can best communicate with one another during our working relationship.



- a. Alterations and Changes to the specification or project scope AFTER project commencement MAY incur additional charges and must be agreed and confirmed by both parties in writing before we will proceed with any part of the development. Please note any changes to the original agreement and/or project scope will likely increase in the turnaround time of your project.
- b. Email is our main form of correspondence. We do not accept communications via sms text or Facebook messenger or if via phone, this then must be followed up by a written email. Email is considered written confirmation on design signoff, project commencement and approval to proceed on a project and any requirements or requests.
- c. Should you as the Client fail to respond to requests for feedback on design, provision of technical information, content and other communications within a reasonable timeframe, your project will be delayed and may incur an additional waiting period until the next availability slot is open in our schedule. I.e. We cannot push back other projects that have been waiting in our schedule if you have not honoured our deliverable agreements within a reasonable time.
- d. We accept emails at all times, but we do not respond to emails or calls outside our standard business hours which are 10am to 3pm Tuesdays to Thursdays. If you have an URGENT matter please mark your case URGENT and it will be looked at for an appropriate response ASAP.

4. INCLUSIONS

The following outlines what is and isn't included in projects.

- a. Unless agreed to upfront, prices do not include using stock photos, illustrations in your project.
- b. Website prices also do not include Copywriting, hosting, domain name registration or ongoing maintenance, licenses or updates unless otherwise stated. See [Website Care Plans](#) on our website for ongoing service arrangements.
- c. Rounds of changes of design / style: Logos & Website Developments

You are allocated with your project a set number of changes during its production for styles and design. This generally averages to a max of 2-3 for rounds for overall design, changes to content styles, headings etc. or concepts supplied. This does not include any changes to your structure or specification. You will be notified if you are breaching the number of changes you have been allocated. We recommend be aware that major changes to your style and design after your first draft can incur delays to the timeline and could incur additional fees. We spend time with you before we start to ensure we are clear on your design and style and branding to avoid any disruption in this process so you must indicate at the first draft stage if you need considerable changes.

Any requests beyond the included design concept or rounds of changes will be billed by Digital Creative Spark at an hourly or day rate which could be up to \$110- inc GST per hour.

- d. Layered photoshop & graphics files are not included in your project unless it has been specified at the quotation stage. If you require specific files after your project they may incur an additional fee for their compilation.

5. TECHNICAL INFO

- a. Your Website performance can be governed by your website hosting provider. Hosting providers can go down from time to time and can mean your website experiences downtime. We accept no responsibility for losses as a result of website downtime. We also accept no responsibility of website speed that is attributed to your hosting provider setup.
- b. Responsive website designs are tested during website development. WordPress and its plugins are created by third party developers, we cannot guarantee updates will work free of bugs or look the same on all devices, we will do our



best to make it as close as possible, but we are governed by the framework of the software that has been developed by these third parties. Adjusting to make your site fit devices can incur a fee if outside the standard applications.

c. Working on a website that has not been developed by us, may incur longer timeframes for developments as we can have no responsibility for prior developers / designers work. You will be notified if we start work and run into problems, we cannot absorb costs caused by other third parties.

d. Licenses: During the course of your website development, we may use themes and licenses that are covered by Our developer license included in your project fee. Your licenses are valid for 1 year from the project commencement date for themes & key plugins (as required) under this development agreement. Thereafter these licenses will expire. It is Your Responsibility to renew these licenses by purchasing a license from the third-party developer or by undertaking a separate Service / Website Care Agreement with Digital Creative Spark. If you are no longer under our service agreement your licenses will not be renewed when they expire.

e. SEO - It is impossible to make any guarantees on ranking position on Google as we do not have any insight on how exactly Google works. This is a result of the varying nature of the search engine algorithms, and also a result of external factors determining ranking positioning, such as the client's own authored content.

6. LIABILITY

a. Digital Creative Spark or its employees does not guarantee, nor is responsible or liable for sales, traffic income from websites or Clients business model.

b. Exclusion of liability

Except in relation to property damage (excluding loss of data), injury or death, it is agreed that either party will not be liable for any damages or loss incurred by either party including, loss of revenue, loss of opportunity and loss of profit. The parties also agree that neither party will be liable for any damages incurred indirectly by any 3rd parties related to the parties or the parties' businesses, where the 3rd party may seek legal action or compensation of any kind from either party.

7. IN REGARDS to COPYRIGHT & INTELLECTUAL COPYRIGHT

Client responsibilities with regard to Copyright

a. In situations where the client provides images, text, animations, layouts or any other content for their website they are legally responsible for ensuring that this material does not infringe any copyright or other laws.

b. Digital Creative Spark reserves the right to publish the work into the Agency portfolio, blog and promotional materials.

c. Copyright of ALL design materials remain the property of Digital Creative Spark until full payment is received. Copyright and ownership of sketches, concepts & versions of design files not used in your final deliverables remain the property of Belinda Lindhardt- Digital Creative Spark and our intellectual property.

d. Belinda Lindhardt retains all credit and authorship for all original artworks.

d. Copywriting & Spell Checking and Grammar is always the responsibility of the client.



e. As stated above, layered Photoshop, Illustrator and graphics files are not supplied to the client unless documented in the quotation stage. If you require specific files after your project they may incur an additional fee for their compilation for our time in putting them together.

8. WEBSITE SECURITY

a. We cannot accept responsibility for any security breaches or malicious activities that adversely impact on the live website. We can advise upon request how the client can better secure their website. This may include implementing project specific security measures and may also include referring the client to a dedicated 3rd party security service provider.

9. STORAGE

On completion of your design / graphic project you will receive your assets in a Dropbox folder. It is recommended you download these files and keep them safe on your systems for your future reference.

Your original files will be archived for 18months following this date. No guarantee is made to access your files after this time.

Thankyou for reading these terms and conditions. – Questions hello@dcspark.com.au.