

# LIQUID INTERACTIVE TERMS & CONDITIONS

15 DECEMBER 2011

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# Terms & Conditions

## 1. ESTIMATES & QUOTES

- a. **Liquid Interactive** may provide an estimate (verbal or otherwise) based on summary information provided by a potential customer – this costing will be indicative *only* and not binding upon **Liquid Interactive**.
- b. **Liquid Interactive** will issue a written quote based on detail information for client consideration and approval. Verbal quotes and/or authorisation are not final.
- c. Prices quoted are valid for 30 days and calculated based on communications between the customer and **Liquid Interactive**.
- d. Should requirements (content, design or scope etc) change, or the project timeline is delayed for more than three months, **Liquid Interactive** will need to confirm the current quote or requote.
- e. **Liquid Interactive** reserves the right to refuse work at its sole discretion.

## 2. INVOICING & PAYMENT TERMS

- a. **Liquid Interactive** will outline in the quote invoicing milestones. Generally 50% of the contract value will be payable prior to commencement of work, the balance being scheduled at agreed milestones - an example being 20% on design sign off, 20% on beta version delivery and 10% on completion. Note: the initial deposit is non refundable and milestones remain current unless both parties agree to a change ie a change in scope will not alter milestones.
- b. Out of pocket expenses incurred by **Liquid Interactive** will be the responsibility of the client and invoiced either with or separate to a milestone charge.
- c. A minimum charge will be applied to minor tasks – please contact a representative for details.
- d. **Liquid Interactive** requires the client to pay all invoices within 7 days from the date of the invoice.
- e. Payments outstanding for more than 14 days may incur a late penalty being a maximum of 20% of the outstanding amount and **Liquid Interactive** reserves the right to delay development until an invoice is paid in full.
- f. Payments outstanding for more than 30 days may be placed in the hands of a debt collection agency.
- g. Should **Liquid Interactive** be unable to complete the website or a milestone per the agreed timeline due to the client's inability to supply the necessary documentation, then **Liquid Interactive** reserves the right to invoice the client for any work completed to date.
- h. Payment for domain registration and website hosting are required in advance.
- i. Payments should be made by electronic funds transfer quoting the invoice reference

number or customer name to National Australia Bank account 084-004 86-375-7842. Payments may also be made via cheque to postal address PO Box 326, Fortitude Valley, 4006.

- j. Payment must be made in full and received by **Liquid Interactive** before material is delivered, a website is loaded "live" to the internet or a copy made available to the client.
- k. Any payment returned by the bank will incur a \$50 administration charge (plus GST). This will be invoiced and added to the total outstanding debt owed by the customer.
- l. All payments must be in Australian dollars.

### 3. CANCELLATIONS

- a. If a client wishes to cancel the development of their website once work has commenced the client must do so in writing. Written cancellations must be sent to PO Box 326, Fortitude Valley, 4006, Australia. Termination of the project is final.
- b. The client will be liable for all time incurred related to the project until receipt of the written cancellation plus a termination fee being a minimum of 20% of the original quoted price. Should this amount exceed the initial deposit an additional invoice will be issued.
- c. The client is liable for domain name registration fees, if a domain is registered by **Liquid Interactive** on behalf of the client. Domain name registration fees are non refundable.

### 4. WEBSITE CONTENT

- a. Clients are required to ensure that the content of their website meets all the current legislation regarding publications. The client shall further indemnify **Liquid Interactive** in respect of any claims, costs and expenses that may arise from any material included in their site by **Liquid Interactive** at the client's request.
- b. **Liquid Interactive** reserves the right not to include any material supplied by the client if **Liquid Interactive** deems it inappropriate or offensive.
- c. **Liquid Interactive** will not be involved in websites that contain defamatory, illegal, pornographic or sexually explicit material.
- d. **Liquid Interactive** will include a suitable logo link to our site in each website development.

### 5. PERMISSIONS & COPYRIGHTS

- a. The client will obtain all the necessary permissions and authorities in respect of the use of all copy, graphics, registered company logos, names and trademarks or any other material supplied to **Liquid Interactive**
- b. Supply of above mentioned material by the client shall be regarded as a guarantee by the client to **Liquid Interactive** that all such permissions and authorities have been obtained.

- c. No responsibility will be accepted by **Liquid Interactive** for damages to or losses incurred by the client from the use of material for which the required permission or authority has not been obtained.
- d. Assets created by **Liquid Interactive** on behalf of a client will remain the property of **Liquid Interactive** until the client's account has been paid in full, at which time ownership and copyright of said material will reside with the client
- e. All original concepts, designs, material etc supplied by **Liquid Interactive** remain the property of **Liquid Interactive** unless otherwise agreed in writing.
- f. **Liquid Interactive** retains the copyright to project source code and/or other relevant materials which may not be reproduced, or used in a manner that breaches these terms and conditions or otherwise agreed in writing.
- g. **Liquid Interactive** creates the website and other material for the purposes outlined in the quotation.

## 6. ERRORS & LIABILITIES

- a. **Liquid Interactive** will use all due care to ensure sites and other material worked on by **Liquid Interactive** are free of errors however no guarantees are provided.
- b. The client is responsible for final review and authorisation of deliverables – changes required after client approval will need a further quote.
- c. Once approved, the project is accepted and further work will require the negotiation of a maintenance agreement or quote for services.
- d. The Client agrees that, if after 14 working days from project delivery, no feedback is received by **Liquid Interactive** from the client, that the project will be deemed to be accepted and approved.
- e. **Liquid Interactive** provides a 30 day warranty from the date of handover to the client, to correct site defects caused by errors in code. These will be determined at our sole discretion and must also fall within the scope of the project.
- f. After 30 days, changes will be charged at the current hourly rate, subject to the minimum charge limit. A quote may be required or a maintenance agreement can be negotiated.
- g. **Liquid Interactive** does not accept any responsibility or liability for losses or damage arising from errors within any site or other material should it occur.

## 7. WEBSITE MAINTENANCE

- a. **Liquid Interactive** does not undertake to maintain or update a client's website as part of the site development.
- b. If a client wishes **Liquid Interactive** to maintain or update a web site as a separate commission, **Liquid Interactive** will negotiate with the client a maintenance contract appropriate to the

amount of work required. Web site maintenance may also be undertaken on a time and materials basis if the client so wishes.

## 8. FORWARD COMPATIBILITY

- a. **Liquid Interactive** takes all care to ensure that its sites are developed to the software specifications known at the time of development.
- b. Third party software, websites, and social media technologies may be used in the development of Client's solutions.
- c. In the event that third party software is updated by its owners, maintenance may be required to keep the project up to date and working as required. **Liquid Interactive** is not responsible for these updates unless specifically engaged to monitor and maintain the project.
- d. **Liquid Interactive** can enter into a maintenance agreement or charge an hourly rate for updates or ongoing site maintenance.
- e. Where third party software is not used to develop or support the site, but may be required to view it, such as updates to browsers and plug-ins, **Liquid Interactive** is not responsible for, nor can it foresee, changes to the software and therefore changes may need to be made to the site in the future. These changes will be negotiated as they are required.
- f. It is the client's responsibility to ensure that their site is working and maintained unless they are engaged in a software maintenance agreement with **Liquid Interactive**.
- g. Some third party software, plug-ins and browsers may change during the course of development. **Liquid Interactive** will make all reasonable efforts to accommodate these developments after the project has commenced however we reserve the right to alter the project fees if unforeseen software releases and developments cause additional effort in development of the project.
- h. A project is complete when it conforms to the specifications, software and browser versions that are known, released and identified at the commencement of the project.
- i. Updates that are required to be made to any project after handover are not the responsibility of **Liquid Interactive** and development charges will apply if changes are required.

## 9. HOSTING

- a. If the client has chosen to provide their own hosting, **Liquid Interactive** is not responsible for any issues related to this. This includes but is not limited to hosting downtime, changes to the hosting environment due to security or platform updates and changes made by other users with access to the hosting account.

## 10. PROJECT DELAYS

- a. If the client causes Delays in delivering information, approvals or content that contribute to excessive delays, **Liquid Interactive** may at its sole discretion, charge reasonable additional fees to cover;
  1. Downtime and lost production days
  2. Rescheduling fees
  3. Other costs caused by the delays
- b. In extreme circumstances, **Liquid Interactive** reserves the right to cancel, place on hold indefinitely, and requote a project where the delays in receiving correct content and project related information required to progress the project and that is caused by the client, are damaging the capacity of **Liquid Interactive** to deliver the agreed project requirements.

**Liquid Interactive** reserves the right to change these Terms and Conditions without notice to the Client. It is the responsibility of the Client to review **Liquid Interactive's** Web site periodically to ascertain whether these Terms and Conditions have changed. The amended Terms and Conditions will become effective as soon as they are posted on **Liquid Interactive's** Web site, following which, if the Client continues to use the service, the Client is deemed to have agreed to be bound by those amendments.