

## Web Terms and Conditions

### Definitions

"Us/we/our" – refers to Sumner Signs Pty Ltd trading as Sunrise Designs.  
"You/the client/yours" – refers to the entity or individual requesting our services.



### Terms and Conditions

*All work is carried out by Sumner Signs Pty Ltd trading as Sunrise Designs on the basis that the client has read and agreed to our terms and conditions.*

#### Project Acceptance

At the time of proposal, we will provide the customer with a written estimate or quotation. A copy of the written estimate or quotation is to be signed and dated by the customer to indicate acceptance and should be returned to us. By signing our quote you are deemed to have read and agreed to our terms and conditions. No work on a project will commence until this document has been received by us.

#### Billable Time / Invoicing

Upon acceptance of our quote a 50% deposit invoice will be raised. This must be paid prior to any work commencing and is non refundable. Should details of your project change at your request after acceptance of our quote and/or payment of deposit we will notify you of any additional charges that may occur as a result as soon as possible.

No further work will commence until you have approved the additional charges.

Depending on the nature of the changes you may choose to be charged hourly, if so you will be charged in a minimum of 1/2 hour (30 minutes) increments. These changes may be billed separately or added to the balance of your order at our discretion. The customer will be provided with an Approval Form and Invoice prior to final upload of your website. At this time the remainder of the amount due will become payable and the customer will also be required to sign and return the approval form to us. Payments may be made by cash, cheque, direct deposit or credit card. Publication and/or release of work done by us on behalf of the client, may not take place before cleared funds have been received.

#### Alterations

The customer agrees that changes required over and above the estimated work or required to be carried out after acceptance of the draft design will be liable to a separate charge. The customer also agrees that we hold no responsibility for any amendments made by any third party, before or after a design is published.

#### Default / Non Payment

At any time throughout the project non payment of any invoice issued to you under the agreed terms may be considered to be a breach of contract. However we will make all efforts to give you options to pay your account before terminating our agreement and proceeding with an external debt recovery service.

#### Design

Included in the price of design for your website is 2 concepts laid up on two pages of your website. Minor changes to font, colours and embellishments can be made to these initial designs without further charge. Additional requests for design concepts shall be charged at a flat rate per concept of \$320 plus GST. Once a concept has been selected and approved any further changes to font, colours or embellishments shall be charged at our hourly rate in 1/2 hour (30 minute) increments.

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### Proofing and supply of material

All content and imagery including logos are to be supplied in the correct format. Text must be proofed prior to submission and changes to typographical errors or additions/modifications to wording once submitted will incur our hourly charged in 1/2 hour (30 minute) increments. We take no responsibility in regards to checking spelling or grammatical errors at any stage.

Text is to be supplied in Microsoft Word format only (or Rich Text); hand written submissions will incur a charge for retyping. Imagery is to be supplied high resolution. Where images are not of high quality we take no responsibility in the way in which they may appear once on your website.

All Logos (including your own or others that you plan to use on your website) are to be supplied in .eps format. Other acceptable formats include .ai (Adobe Illustrator) or .cdr (Corel Draw) files. If you are unable to supply your logo in any of the above formats we will explain the options you have available.

It is the client's responsibility to ensure the use of all text, images and logos in their website complies with all copyright requirements pertinent to the project.

### Security Responsibility

The client is fully responsible for the security, content and every-day operations of the website. Any breach of security, including, but not limited to, server hacking, stolen passwords, compromised data, lost data, etc., shall be the sole responsibility of the client.

### Website Access

The client shall provide to us full and unrestricted access to the website hosting account, FTP and any other access required in the performance of duties by us in developing your site.

### Confidentiality

We agree anything considered by any reasonable person, or explicitly deemed as “Confidential Information” is to be fully considered confidential and proprietary of the client and we shall hold the same in confidence. We shall not use the “Confidential Information” other than for the purposes of its business with client, and shall disclose it only as necessary to its officers, directors, sub contractors, or employees with a specific need to know.

We will not disclose, publish or otherwise reveal any of the Confidential Information received from client to any other party whatsoever except with the specific prior documented authorization of client.

### No Implied Exclusion or Conflict

We are an independent contractor and are not in any way bound by any terms, to work for the client exclusively. Additionally we shall not be restricted from contracting other companies of similar or same business type in any market or geographic area.

### Compatibility

We 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 other web browsing software. However, we can offer no guarantees of correct function with all browser software.

**Copyright**

Copyright is retained by Sumner Signs Pty Ltd on all design work including text, syntax, images, ideas, visuals and illustrations unless specifically released in writing and after all costs have been settled.

If a choice of design is presented, only one solution is deemed to be given by us as fulfilling the contract. All other designs remain the property of Sumner Signs Pty Ltd, unless agreed in writing that this arrangement has been changed.

