

This Agreement is between Webthings Solutions Pty Ltd and Customer ordering one of our Web packages or proposals. ([Web Starter](#), [Web Manager](#), [Web Catalogue](#), [Web Commerce Package](#))

Webthings refers to Webthings Solutions. The term Webthings incorporates its officers, directors, employees and contractors.

Project refers to design deliverables developed and development service provided by Webthings according to the Webthings design and package specifications. Website, project and service are used interchangeably.

1. Authorisation

By purchasing a Webthings, WebCommerce or WebContent package, the Client authorises Webthings Solutions Pty Ltd to:

- Design & host the chosen package/solution as specified by Webthings
- Register in Client's name the chosen domain name included in the package.

2. Development

2.1. Project Commencing Date - Webthings considers your Web project as active on receipt of an email accepting your web package/proposal.

2.2. Project Delivery - The Client will be given a design proposition within 2 working weeks unless otherwise indicated. The Client may request acceptable changes to the proposition. Once the proposition has been accepted by Client it forms the design specifications for the project. The website will be developed & published to the Client's allocated domain name and hosting account. Interpretation by Webthings of the design specification will be final. Once the project has been published designating the end of the design project, It is the Clients sole responsibility to finalise content for the website.

2.3. Design changes – Webthings can accept minor design changes to the project before it is published. Minor design changes will not include navigation structure changes, page reconstruction & logo re-design or any other major website features that form part of the design specifications.

2.4. Compatibility - Webthings warrants that the website we design will work in: Microsoft® Internet Explorer 6. While Webthings will make reasonable efforts to design a cross-platform compatible website, compatibility with other browsers is not guaranteed.

2.5. Ownership - Unless advised otherwise, the person or legal entity who purchased the design package is the exclusive owner of the website (design, code, content and domain name).

2.6. Portability - The Website will be installed on the Webthings hosting account included in the relevant package. Once the website is delivered, the Client is free to move his/her website to another hosting account. However, the Client must be aware that some of the provided update software are exclusive to Webthings. Client accepts full responsibility and absolves Webthings from any responsibility for the project if it is moved. Note Hosting fees are non refundable.

2.7. Responsibility – Webthings is not responsible for the content published on the website or any technical issues that may result from updates and maintenance attempts performed by the website owner or any other party.



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creative website development

3. Payments

Payments must be made in advance to Webthings Solutions. A 50% deposit of the total amount has to be paid to Webthings Solutions prior commencing any design work. The final 50% will be due on completion of the website but prior to the site being live. Webthings Solutions only accepts payments by money order, business cheque or direct deposit. All payments are non-refundable once the design work has begun. If you exceed our (14) day credit term, you will be charged an \$11.00 late payment fee. A revised invoice will be sent to your nominated email account.

4. Site Maintenance

All design packages are provided and designed on the basis that the Client maintains the website without professional help. Webthings is not responsible for the creation of (unless specified in the design proposition) or maintenance of content of the project. Webthings will not perform maintenance to any package after the package has been delivered. If the Client requests maintenance or extra design work, fees will apply subject to acceptance.

5. Copyrights and Trademarks

Webthings is not responsible for the images and content published on the designed websites. It is the Client's responsibility to make sure that all images, fonts and content published on their website conform to the [Copyright Act 1968](#). If any of the images and content are not lawfully owned or licensed by the website owner, explicit permission to use them must be obtained by the Client.

6. This Agreement

This agreement constitutes the sole agreement between Webthings and the Client regarding the project. Any additional work not specified in the design specification or any other amendment or modification to the package must be authorised by a written request. Unless otherwise stated all prices specified are quoted in Australian Dollars plus GST.

7. Legal Notice

Notwithstanding anything to the contrary contained in this contract, neither Webthings nor any of its employees warrant that the functions contained in the service will be error-free. The entire risk as to the quality and performance of the service is with the Client. The Client agrees to defend, indemnify and hold Webthings harmless from any and all liability, proceedings, actions, loss, damages or claims or other events, which may arise from the service and that such indemnity survives termination of this contract. In the event of an act of major catastrophe such as terrorism, earthquake, riot, civil disorder, flood, fire, storm or other major disaster Webthings reserves the right to suspend all its obligations under this contract or void the contract at its option. In any event the Client fully agrees that Webthings maximum liability will be limited to the fees actually paid by the Client to Webthings less any reasonable costs incurred to date.

This contract is governed by the laws in force in the state of New South Wales in the Commonwealth of Australia.