

## STANDARD WEB DESIGN TERMS & CONDITIONS

These are the Standard Terms and Conditions for Website Design and Development to in the foregoing contract between Redalto Communications and all Clients (for Hosting terms, please refer to our online documentation at [www.redalto.com.au/legal](http://www.redalto.com.au/legal)). The following terms and conditions apply to all Website, Software, Graphic and Application design created by Redalto Communications.

### **Fees, Approvals and Payments**

#### Fees Payable for Website Design and Development

A 50% deposit of the total fee payable under the contract is due immediately upon the signing of the contract. The remaining 50% shall become due when the work is completed to the reasonable satisfaction of the Client but subject to the terms of the Approval of Work and Rejected Work clauses. Redalto Communications reserves the right not to begin the Work until the said deposit has been paid in full. The 50% deposit is only be refundable if Redalto Communications has not fulfilled its obligations to deliver the work in the promised timeframe. The deposit is not refundable if the development work has been started and the client terminates the contract by no fault of Redalto Communications. The fee quoted in this contract does not include the cost of domain registration, or web hosting.

#### Supply of Materials

The Client is to supply all materials and information required for Redalto Communications to complete the Work in accordance with the agreed specification. Such materials may include, but are not limited to, photographs, written-copy, logos and other printed materials. Where the Client's failure to supply such materials leads to a delay in completion of the work, Redalto Communications has the right to extend previously agreed deadlines for the completion of the Work by a reasonable amount. Where the Client's failure to supply materials prevents progress on the Work for more than 21 days, Redalto Communications has the right to invoice the Client for any part or parts of the work already completed.

#### Design & Development Variances

During the Website Design phase the client is offered the opportunity to receive multiple proposals and revisions to the design. Redalto Communications has the right to limit the number of design proposals to a 'reasonable' amount, and may charge for additional designs if the client makes a change to the original design specification.

The Website Development phase will be flexible and allow certain variances to the original specification. However, any 'major' deviation from the specification above will be charged at the rate of \$80 per hour. Any changes deemed to be 'major' will be identified and quoted before development proceeds.

#### Project Delays & Client Liability

The proposed time frames are contingent upon full co-operation of the client, and complete & final content and photography for the web pages. During development there is a certain amount of feedback required in order to progress to subsequent phases. It is required that a single point of contact be appointed from the client side, and be made available on a daily basis in order to expedite the feedback process. Furthermore, incomplete content, or content requiring alteration during the development phase can add delay to the project. Redalto Communications cannot be held to the agreed delivery date if the above conditions are not met.

If the website development is delayed for more than 2 weeks by the client, or is halted indefinitely, Redalto Communications can request full and final payment for the services specified in this proposal. If this occurs, additional costs may be imposed if the project is resumed at a later date.

## Approval of Work

On completion of the Work, the Client will be notified and have the opportunity to review it. The Client should notify Redalto Communications, in writing, of any unsatisfactory points within 14 days of receipt of such notification. Any of the Work which has not been reported in writing to Redalto Communications as unsatisfactory within the 14 day review period will be deemed to have been approved. Once approved, or deemed approved, work cannot subsequently be rejected, and the contract will be deemed to have been completed and the 50% balancing payment will become due. The Contract will remain in effect until all obligations have been completed in terms of this Clause.

## Rejected Work

If the Client rejects the Work within the 14 day review period, or will not approve subsequent Work performed by Redalto Communications to remedy any points reported by the Client as unsatisfactory, and Redalto Communications considers that the Client is unreasonable in his repeated rejection of the Work, the contract will be deemed to have expired and Redalto Communications can take any legal measures to recover both payment for the completed Work and reasonable expenses incurred in recovering payment.

## Payment

Upon completion of 14 day review period, Redalto Communications will invoice the Client for the 50% balancing payment in accordance with the clause Fees Payable for Website Design and Development. hereof, which, in the absence of agreement to the contrary, is to be paid by the Client within 30 days of the date that the invoice was issued.

## Remedies for Overdue Payment

If payment has not been received by the due date, Redalto Communications has the right to suspend ongoing work for Client, until such time that full payment of the outstanding balance has been received. If full payment has still not been received 30 days after the due date, Redalto Communications has the right to replace, modify or remove the Web Site and revoke the Client's license of the Work until full payment has been received. By revoking the Client's licence of the Work or removing the web site from the Internet, Redalto Communications does not remove the Client's obligation to pay any outstanding monies owing.

## **Intellectual Property**

### Website and Software Design

Website, Software and Applications designed and created by Redalto Communications for Clients should be treated as Trade Secrets and remain the property of Redalto Communications. Such creative work or the information contained within them must not be passed to third parties or publicly disseminated without prior written authorisation from Redalto Communications. This includes, but is not limited to technical features, functionality of the applications, graphic design, user interface, and pricing information.

### Warranty by Client as to Ownership of Intellectual Property Rights

The Client will obtain all the necessary permissions and authorities in respect of the use of all copy, graphic images, registered company logos, names and trademarks or any other material it supplies to Redalto Communications and/or includes in the Client's website or web applications. The conclusion of a contract between Redalto Communications and the Client shall be regarded as a guarantee by the Client to Redalto Communications that all such permissions and authorities have been obtained and that the inclusion of such material on the Website or in the software would not constitute a criminal offence or civil delict. By agreeing to these terms and conditions, the Client removes the legal responsibility of Redalto Communications and indemnifies the same from any claims or legal actions however related to the content of the Client's website or software.

## Licensing

Once Redalto Communications has received full payment of all outstanding invoices and the work has been approved by the Client in accordance with the Approval of Work clause. The Client will be granted a licence to use the website and its related software and contents for the life of the website. Redalto Communications assumes all content supplied by the client is free of copyright, and Redalto Communications takes no responsibility whatsoever for using copyrighted material on the site or in the software that has been supplied by the Client. The Licence of use can be transferred to another party

if that party has bought or acquired the business from the Client. Written notification must be made to Redalto Communications if the Licence is to be transferred.

Trade Secrets

Any website code that is not freely accessible to third parties and not in the public domain, and to which Redalto Communications or their suppliers owns the copyright, may not be copied, published, distributed or passed to any third parties in any form without prior written consent from Redalto Communications. Unless previously agreed otherwise in writing, no modifications may be made by the Client or any third party to code to which Redalto Communications or their suppliers owns the copyright. Redalto Communications acknowledges the intellectual property rights of the Client. Information passed in written form to Redalto Communications, and that the Client has indicated is confidential or a trade secret, will not be published or made available in any other way to third parties without the prior written consent of the Client.