



Terms and Conditions

1. Interpretation

For the purpose of this agreement and unless otherwise stated in writing:

“We” and “us” shall mean Funky Monkey Websites, ABN 71 943 990 549 and its respective successors and assigns.

“Client” “you” and “they” shall mean the Client named on any quote, invoice, purchase order, or any other document produced in relation to this agreement, or any person acting on behalf of and with the authority of the Client.

“Goods” shall mean all Goods supplied by we to the Client or ordered by the Client but not yet supplied and includes Goods described on any quote, invoice, purchase order, or any other document including any recommendations and advice.

“Services” shall mean all Services supplied by we to the Client and includes any Services outlined in any quote, invoice, purchase order, or any other documentation produced in relation to this agreement including any recommendations and advice.

2. Acceptance of Quote

Acceptance of the quote will constitute acceptance of all Terms and Conditions outlined herein. Acceptance of the quote is confirmed either by replying to us, the email containing the quotation or by the Client paying the

50% deposit or full payment outlined in the quote. The Client warrants that the persons accepting the quote and/or providing instructions to us to deliver the Goods or perform the Services are duly authorised by the Client.

The project will include everything listed in the quotation. Any work past this will either be billed at our hourly rate or if in our opinion, and enough changes warrant it, we shall either re-quote the project or create a separate quotation for the added work. Once the Client has accepted the quotation they shall be informed of the start date of the project.

3. Client Access

The Client accepts that they will not be given access to the administration area of the website until the final invoice has been paid in full. The Client understands that while the work is being undertaken by us, they will not have the opportunity to enter the website and add, update, edit or work with content in any way. If, for some reason the Client does enter the website before we have completed our work and make changes, additions, edits or removals, we shall assume that the Client has accepted our work and has then taken responsibility of that page/pages.

4. Payment Terms

Unless agreed otherwise with the client, these are our payment terms.

If the original quoted price is under \$5000, the full payment is required before the commencement of work begins.

If the original quoted price is over \$5000, then we accept a deposit of 50% of the quoted price to commence work.

The final 50% owed will be paid on the completion of works OR after a four (4) week period after the payment of the initial 50%, whichever is sooner.

If any extra work is found outside of the accepted quote once payment has been made, this will be billed extra at the end of the project.

All payments are required in full prior to a site 'going live'.

The following conditions apply:

All accounts are to be settled in full by the due date.

Should the Client default in the payment of any monies due under this agreement, then all monies due to us will become due and payable within seven days of the date of demand. We shall be entitled to charge interest on all amounts not paid by the due date for payment and the Client undertakes to pay any interest so charged. Interest will be charged on a daily basis from the due date of payment at 1.5% per month or part thereof.

All deposits for work all none refundable.

5. Third Party Platforms

We endeavour to build every website with the least amount of third party software, plugins and platforms required to execute the purpose of the platform.

Where available we always use the most stable third party software, plugins and platforms. These may be at an additional cost where free versions are available. We shall discuss with the Client the options and what we recommend.

Any third party platforms and licences must be purchased by the Client.

Alternative to this, we will purchase in the customers name and include the cost of this purchase in the final bill if these arrangements have been made prior with us.

It is the clients responsibility to pay any future platform or licence requirements after the initial period has timed out.

Client to be aware that design and function limitations may exist to third party software, plugins and platforms being used. We shall endeavour to do our best to style and / or create functionality of a platform, but being able to do so may be out of our control due to the platforms own limitations.

Client to also be aware of possible compatibility issues between third party software, plugins and platforms between other such things on the website.

We cannot know all possible compatibly issues before installing and working on such software and will not be held accountable if this is found to be the case. Client to also be aware that future updates of third party software,

plugins and platforms may create compatibility issues with other such things

on the website and we shall not be held accountable. All cases are completely out of our control.

During the build of the website it may become apparent that extra third party software, plugins and platforms may be required that we have not foreseen or accounted for on our original quotation. In such cases we shall inform Client and offer suggestions as to what will be required and the reasons why. It is the Client's responsibility to purchase whatever is necessary to move the project forward.

6. Revisions

The Client has the opportunity to make three (3) design revisions. This will take the form of:

1, Design. We shall supply a design layout of the homepage and an example internal page. In some instances where other internal pages are of different design structures we shall also supply design layouts of these also. This may be in the form of a wireframe, basic online website structure or other digital illustration. This design layout does not include hover functions, dividers or image parallax effects. Client agrees to these designs by responding to an email sent from us.

Alternatively, the Client may send us their own designs for webpages and layout. If the Client sends us their own designs and/or instructions, the Client agrees that we take such designs and /or instructions as a final agreement of work and no changes may be made.

2, Colours. Fonts and effects. When building the first page of the website, the fonts and colours used throughout the site will be available for the client to view in this 'live' environment. Also the hover functions, dividers or image parallax effects will be created during this stage. Client signs off on the colours, fonts and effects to be used by responding to an email sent from us.

3, Minor changes. When work is completed, Client to inform us of any changes required. These changes are limited to minor layout adjustments only at our discretion. Client signs off on finished product when satisfied of completed works by paying any outstanding balance of monies owed or by responding to an email sent from us.

If the Client requests any changes outside of the above scope, all changes will be charged at our hourly rate.

Any text sent to us to be uploaded to the website will be added as is. It is the Clients responsibility to ensure that all text is copy-written and checked prior to us uploading it. Please ensure that you are satisfied with the content, grammar and spelling before passing any text to us. Our revision policy does not include changing copy of text, making corrections to spelling or grammatical errors and general editing.

Any work outside of our revision policy will be charged at our hourly rate.

Any additions will be charged at our hourly rate. Extra pages that we have not initially quoted for will be charged at \$250 per page.

The Client is made aware that websites that we build are responsive to the screen size of the monitor on which the website is viewed. Large images, particularly background images and images that fully scale either the screen by width and height or the module used inside of the website will render differently depending on these screen sizes or module. To achieve this our websites will crop the image so it can fill the available space dependant on the screen size or module used and is considered normal behaviour. The effect of this is that some details of the image may be missing on smaller screen sizes.

The Client is made aware that our websites are fully rendered for mobile phones and tablets and that the dimensions of the screens used on mobile devices are completely different dimensions than viewed on a desktop or notebook computer monitor. We will often change some elements used on the website if these elements are more suited to either mobile devices and computer monitors respectively.

7. Upload of Content

All files and content that the client needs to send to us will ONLY be accepted via a Dropbox folder that will be provided to you or the troll board the you shall be invited to. Unless agreed otherwise. The Dropbox folder is specific to yourself and only you and us has access to this folder and it is not shared with any other client.

Any images that the Client sends to us must be of the correct dimensions and proportions. If we need to edit or crop images before we upload onto the website will incur additional charges at our standard hourly rate. The resolution and size of any image that the Client sends to us is the responsibility of the Client. Images of a low resolution or small size may result in poor viewing quality once uploaded onto the website.

8. Site Speed

We will endeavour to make the page loading speed as quick as possible wherever we can. However, some important elements in achieving this may be out of our control such as the chosen server used, level of CDN etc. The tools we use to check site speed are <https://tools.pingdom.com> and <https://gtmetrix.com>. We do not recognise <https://developers.google.com/speed/pagespeed/insights/>

9. Recommendations

Although we do our best if we make any recommendations regarding choice of third party software, plugin, platform or any auxiliary project we do so in good faith. Ultimately, it is the clients final choice and the client must satisfy themselves that any product recommended for them by us is best suited to their needs and we are not to be held responsible for errors or omissions on our part or any third party software, plugin or platform we recommended. We are not affiliated with any product or company and do not gain in any way by any recommendation that we make.

10. Maintenance

If you have opted for our monthly maintenance package we shall log into your website on a monthly bases and undertake all necessary updates of the third party software, plugins and platforms associated with the website. Our monthly maintenance package is for one (1) hour of our time per month. If conflicts occur due to any update of third party software, plugins and platforms we will endeavour to fix these conflicts under this one (1) hour of time allocation. If we cannot achieve this in this time we shall contact you to

discuss further investigation and any fix of the problems. In this case any further work will be at our hourly rate.

Any updates of third party software, plugins and platforms are restricted to the licences of such being active. It is up to the Client to pay for extending any licences that may of expired, usually yearly.

11. Delay

We will not be liable for any failure or delay in the delivery of Goods or Services in relation to the quote.

If we have to wait more than 14 (fourteen) days to receive materials, information or content from you past the time of requesting them. The project will incur a restart fee if 2.5% of the final price.

If we have to wait more than 6 (six) months to begin receiving materials, information or content from you, the website is considered void and all monies paid are forfeit.

12. Intellectual Property

Any material whatsoever which may be subject to any form of trademark or copyright that is displayed as part of the website which is supplied by the client or related parties warrant to have obtained all proper consent necessary for use of such material, including images.

Where we produce any design, pattern, or specification during the manufacture of the Goods and Services, intellectual property in them remains with us, and may only be reproduced or copied with the written consent of us.

13. Title & Risk

Risk passes to the Client upon delivery of the Goods and Services. The Goods and Services shall remain the property of we until all debts due are paid in full.

If the Client fails to pay the debt owed by the due date for payment, we reserves the right to reclaim possession of the Goods. All costs of such repossession of the Goods by we will be payable by the Client.

The Client shall indemnify we against any loss or expense arising from the Client breaching this contract.

we will not be liable to the Client for any loss or damage the Client suffers because we exercised its rights under this clause.

14. Data Security

We are not responsible to you or any third party for unauthorised access to your data or the unauthorised use of the Services. The Client is responsible for the use of the Services by any employee of yours, any person you authorise to use the Services, any person to whom you have given access to the Services, and any person who gains access to your data or the Services as a result of your failure to use reasonable security precautions, even if such use was not authorised by you.

15. Indemnity & Qualifications

The Client agrees that no claim shall be made against we and any of its directors, officers, partners, employees or agents (“Indemnified Persons”) to recover any loss or damage which the Client or its associates may suffer by reason of or arising out of anything done or omitted in relation to the provision of the Goods and/or Services described in this quote.

The Client must indemnify and keep indemnified we and the Indemnified Persons in respect of any claim, action, damage, loss, liability, cost, charge, expense or payment however arising (“Loss”) made or brought against, or paid, suffered, incurred by any Indemnified Person as a result of or in connections with, directly or indirectly, the provision of Goods or Services, described in this quote, including without limitation legal costs on a full indemnity basis.

The maximum amount for which we or the Indemnified Persons will be liable in respect of Loss made or brought against, or paid, suffered incurred by the Client or related party as a result of or in connection with this quote, is the total fees paid to we in relation to this engagement.

The remedies contained in this clause are without prejudice to and in addition to any warranties, indemnities, remedies or other rights provided by law, statute and/or under any other provision of this quote for the benefit of we.

16. Variations

This order cannot be altered, varied or modified without the written consent of us and any variations to the order may be charged for.

17. Cancellation

In the event that the Client terminates the agreement the Client shall be liable for all costs and expenses incurred by us up to the date of receipt of notice of termination by the Client, including costs which we is liable to pay after the date of receipt of the notice. The Client hereby authorises us to deduct all expenses incurred by us up to the date of termination from any deposit held by us in relation to the works. The Client is liable to pay for any costs exceeding the deposit held.

18. Notices

Any changes to the Client details including name, address, telephone, email, or any changes in ownership structure of the Client requires written notice to we within ten (10) business days of such changes being made.

19. Force Majeure

No party under this agreement shall be liable for any breach of any provision of this contract arising from an act of God, natural disaster, terrorism, war, or any other occurrence beyond the control of any party.

20. Jurisdiction

This agreement shall be governed by and construed in accordance with the laws of the Courts of Victoria. The Client submits to the jurisdiction of the Courts of Victoria.

21. General

If any Terms or Conditions contained in this document are found to be unenforceable for reasons of invalidity or illegality, the remaining provisions shall not be affected in any way whatsoever.