



## Terms and Conditions

To help us help you to make your website production run smoothly, and to keep your quoted price as low as we can make it, we would ask your support with these:

1. For website projects up to \$2,500 we request payment upfront in full, due to the short turn around timeframe. For larger projects, a non refundable minimum engagement fee of 50% to formally confirm is due and payable to Purpose before work will be scheduled. You are agreeing to pay the balance when work is completed.
2. Special offer: make a further saving by paying the full quoted amount upfront and receive the further discount.
3. We have taken care to include all elements of your brief, so this written proposal forms the basis of our agreement as we understand it and any promised additions/inclusions not expressed here, and there are no oral representations, statements or inducements made apart from our written agreement.
4. We ask you to carefully consider your site map when it is presented as it forms the structure and content plan of what you want from your website. Please add/delete pages and tell us about your ideas. At this point we can add the pages you may like, free, but not once your site map has been signed off by you.
5. We plan all projects and schedule each to allow the correct time allocation to produce the finest results for you, and so we require all information to be included in the site must be received within the mutually agreed time frame. You will be supplied with a timeline and asked to sign its agreement. Any information received after this time to be included within the site, may be deemed as additional, quoted and charged additionally. Unless stated, this quotation is in line with the draft timeline that forms part of this Action Plan. Please note, Purpose closes for approximately 3 weeks over the Christmas period.
6. We will give you a number of reminders before content deadline. Not supplying all content after receiving the final 1 week notice delays the completion of the site and drastically affects the company work schedule and advancement of all our projects. If you do not comply with the agreed timeline, forcing a reschedule of your project, you will be notified and a **penalty may be incurred of 10%** of the project's cost and added to the completion invoice. We accept that public holidays and general holiday periods will delay this. After your 'signoff' any changes requested will be seen as 'author's corrections' and may be charged. We will be requesting signoff of sections, as milestones, along the timeline.
7. If for some reason after 3 months from engagement, you do not supply all the content or information required to complete the project, Purpose will either remove pages or have 'coming soon' notices for this pages/sections and the project will be considered complete. At this point any outstanding monies will be due and payable. To engage Purpose again after this 3 months, will require re quoting on the remaining work.
8. Site is moved to clients live web space upon completion, your sign-off and receipt of balance of monies, or balance of credit card charged. Until this, the site remains the property of Purpose Marketing Group and no assignment is made.
9. All information, copy, text and pictures are to be supplied to us by you and in digital format and proof read. We ask that you do not send originals, and please check supplied content text for errors, we will include free 2 hours of 'authors corrections', but additional changes to your content (text and graphics) will incur charges, if we must correct/edit supplied content. (Copywriting and proof reading is an additional service.) Please do not send us 'draft' content. All received content will be considered as final as we wish to protect your project and don't want confusion amongst 'versions'
10. If your site features a competition or game of chance you will need a trade or TC permit, available at [http://www.olgr.nsw.gov.au/promos\\_trade\\_promos.asp](http://www.olgr.nsw.gov.au/promos_trade_promos.asp)
11. In the event the work upon which we have quoted goes beyond the original written project detail and confirmation we have the option to requote or refund
12. Google states that the average web page has 10 embedded links on it, our quoting is based on this as a standard, and 1-3 images a page.
13. You undertake to ensure that all copy, sound tracks, photo images, graphics and streaming video you supply us are either royalty free, you have paid the royalty, or your own the copyright or have the right to use this intellectual property.
14. All content sent to Purpose must be in a logical and legible format and referenced to the specific sitemap section/page it will be added to. Images must also be named appropriately - to either a product or information section.
15. If you direct us to use images or text from a parent or associated company website, you undertake you have the right to do this via copyright as above, and we are indemnified from any action.
16. Copywriting is not included unless stated. This service is available, should you wish to reflect a consistent standard.
17. We use image libraries. If requested, specific images can be resourced and charged at additional cost of standard hourly rates plus the photo purchase cost.\*
18. Any additional expenses that may be required such as further photography, specifically requested royalty music, (otherwise, where specified, we use our own public domain library or uniquely created score), will be authorised by you first before proceeding and billed in addition. Unless stated editing of sound files is not included
19. Any scanning and/or major image preparation work outside of the above details, will be additional cost.\*
20. If hardcopy information is supplied, typing and/or scanning is at an additional cost.\*
21. Preparation and layout structure is researched and designed in the initial period after commencement.
22. Client is supplied and owns the completed html and compressed swf files, yet all source coding and source files (.fla) remain the property of Purpose Marketing Group due to the unique & common coding and creation required.
23. Purpose Impact Emarketer system is licensed to you for use with this nominated business only and is not to be passed on.
24. Ongoing work or maintenance outside of the agreement is charged at \*\$110 per hour for HTML and \$165 per hour for Flash work. (+gst), image insertion and authors correction charged at \$110 per hour. If wanted, database and programming development and system integration will be carried out directly by a nominated third party.





25. Purpose Impact Emarketer and Multi Purpose Content Management System and Shopping Cart products licensing and access fees are monthly and payable quarterly by direct debit. These softwares not included in your quotation unless specifically nominated. If at any stage during or after your website's development you wish to add a specific, detailed, searchable database, we can add either one of our above products, or recommend to you the most appropriate 3rd party supplier to custom design, and pass our 30 – 40% savings that we are able to achieve, right on to you.
26. Without a content management system you will need a basic understanding of html to edit this site yourself, alternatively, you may wish to download such tools as Macromedia's website editing tool 'Contribute' which can allow extensive editing of non flash web pages, without the need to know HTML coding. To see if this solution is right for you, please visit [macromedia.com](http://macromedia.com).
27. Telephone support is an additional charge. For web design assistance it is \$110 p/h and for PIE will be charged at \$35 and modifications at \$110 per hour inc GST, and charged in 20 minute increments by our nominated third party supplier.
28. As normal practice, we would place the words 'our website designers are purpose' (logo) and a hotlink to our own website, in a subtle position. We would also like the option to include your logo on our own website.
29. Our quotation is based on Purpose receiving a quality brief on how your new web site is to be designed/look. It also applies to a single brief from you. If you change your brief during the design process, this will be classed as additional work and need to be requoted. We can present up to three "looks" in total within this quotation
30. If you are offered a money back guarantee, once your website goes 'live' it is based on you following the 3 step Purpose Built Business Growth System of prospect generation which includes at least monthly emailing to a database of 'prospects' of a size that will allow your historic conversion rate to equate. When working with 'agencies' we are only able to offer this guarantee if they are transparent with their clients that it is Purpose who is building the site and we are able to liaise directly with your client.
31. 12 months of free website updates is a bonus for project confirmation within the given time frame and is based on 30 minutes of production time each calendar month, time is not accruable and requests are to be emailed by the 10<sup>th</sup> of each month.
32. Any training offered within this proposal, must be used within 6 weeks of completion date.
33. Unless stated, the above proposal does not include any external internet costs, such as hosting, domain registration or delegation, email accounts, your bank fees and related bank setup if applicable with shopping cart ecommerce and Purpose accepts no accountability for the activities or services of these companies.
34. The PIE, CMS and Shopping Cart solutions are true hosted applications. Each of these modules is accessed via a web browser. Your actual website can be hosted on any server on the World Wide Web.
35. After 24 months of implementation PIE has a yearly renewal charge of \$249 for maintenance and upgrades. If this fee is not paid and you wish to re-instate PIE you may incur an hourly based fee. Backups of your data in PIE are your responsibility.
36. Like so many others, Purpose no longer support Internet Explorer 6 of 2001.
37. Quote is valid for 30 days and commencement is subject to work schedules. We reserve the right to change our prices from time to time. All prices mentioned are exclusive of GST and are subject to change at any time.
38. For specific terms and conditions to do with our supply of hosting services, please refer to <http://purposehosting.com.au/terms.htm>
39. All amounts owing to the Purpose Marketing Group for agreed variations or additional requests, or ongoing fees (if any) must be paid within 14 days of the date of invoice. Purpose reserves the right to charge interest on late payment at the rate of 12.5% per annum calculated daily and added to the outstanding balance. Purpose also reserves the right to recoup from you any costs incurred in the collection of any overdue monies which you owe to the Purpose.
40. If for any reason our engagement by you on this project is terminated prior to the website going live, we will retain any monies paid and be regarded as discharged from any further obligations under this agreement.
41. If you dispute the whole or any portion of the amount claimed in an invoice submitted by Purpose Marketing Group, you shall pay the portion of the amount stated in the invoice which is not in dispute and shall notify us in writing (within 7 days of receipt of the invoice) of the reasons for disputing the remainder of the invoice. If it is resolved that some or all of the amount in dispute ought properly to have been paid at the time it was invoiced, then you shall pay the amount finally resolved together with interest on that amount in accordance with the terms of payment.
42. Any condition or warranty which would otherwise be implied in this agreement is hereby excluded to the full extent permitted by law. The liability of Purpose Marketing Group for any breach of any warranty or other provision of this agreement shall be limited, at the option of Purpose, to the supplying of the services again; or the payment of the cost of having the services supplied again.
43. Purpose shall be under no liability to you in respect of any financial or business loss or damage (including consequential loss or damage) which may be suffered or incurred or which may arise directly or indirectly in respect of services supplied pursuant to this agreement. You indemnify and will keep indemnified the Purpose Marketing Group, its officers, employees and agents ("those indemnified") at all times against all claims, actions, suits, liabilities, actual or contingent costs, damages and expenses incurred by those indemnified in connection with or arising out of the website build and/or the project.
44. Purpose Marketing Group will not be liable for any delay or failure to perform its obligations under this agreement if such a delay or failure is due to circumstances beyond its reasonable control.
45. If you default in payment of any invoice when due, you shall indemnify Purpose from and against all our legal costs and disbursements for collections or attempted collection, calculated on a solicitor and own basis.
46. Purpose may cancel this contract at any time by giving written notice, and shall not be liable for a n y loss or damage whatever arising from such cancellation, nor required to refund any deposit paid. Further, if you choose to cancel the project it must be in writing and subject to a cancellation fee of 25% of the full price of the project.
47. You waiver any right to rescind, or to sue for damages or to claim restitution arising out of any misrepresentation made, and shall indemnify Purpose from and against all our costs and disbursements including legal costs on a solicitor and own client basis
48. The covenants, conditions and provisions of this agreement which are capable of having effect after the expiration of the agreement shall remain in full force and effect following the expiration of the agreement.
49. If any provision of this agreement is held invalid, unenforceable or illegal for any reason, the agreement shall remain otherwise in full force apart from such provisions which shall be deemed deleted.
50. This agreement will be governed by and construed according to the law of the State of New South Wales and the party submit to the non-exclusive jurisdiction of the courts of that State.
51. These terms and conditions are based on the Action Plan which you have agreed to. It is your responsibility to bring to Purpose's attention anything in the Action Plan that may have been left out or be invalid or incorrect.

These terms and conditions, and pricing are current with this proposal and may be updated, please refer to our website in future instances <http://www.purpose.com.au/terms/terms.pdf> (V.10.11.12)



