

Design & Development

Standard Terms of Engagement

Usually, things go the way they should, but occasionally projects don't go according to plan. When this happens, it's good to know that everyone is on the same page for how these situations are handled.

This document helps both you and Turboweb remain on that same page when the unexpected happens.

To keep things simple, we'll skip the legal talk and stick to a language everyone can understand. While we aim to make sure there's nothing too technical in here it's important that you read this thoroughly and contact us if there is anything you don't understand, or need to clarify further.

Continuing contact with us after being given this document signals your acceptance of the terms.

As we've talked about previously, you are choosing to engage with Turboweb Limited for any of our design, content writing, and web development services.

In signing up with us, you agree to provide everything we need to complete your project in a timely manner. This includes supplying things (like logos) in the format requested. If you don't understand something we have asked for, please just let us know, we don't mind helping you acquire these things. It's important that you take the opportunities provided to review the work we do and give feedback and approvals promptly. Turboweb aims to meet all our deadlines but we cannot do so if you have been late in supplying necessary information or approvals at any stage of your project. Your files and information are always safe with us, we won't share them without your say-so.

Review

We will give you the opportunity to review the work completed so far and then to provide specific feedback at each stage. If, at any time, you aren't happy with how things are going, and we can't agree on a direction to take, you will only be required to pay for the hours of work at the standard rate. If you have been provided with an estimate or quote for your project, then we require a minimum payment of 50% of the total estimate or quote.

Upon project completion, but before you pay the final invoice, you have a period of two weeks to notify us (in writing) of any issues with the work completed by us, where it does not match the quote or estimate provided at the beginning of the project. After payment you also have up to two months to let us know if anything is wrong with your website and we'll fix it for you. After this two month period any changes made are chargeable at our normal rates.

Content & Imagery

Unless otherwise agreed, we're not responsible for writing or editing any text copy or providing imagery. We cannot be held liable for the usage of any material you provide to us; including cases where you have provided material that infringes on the rights or intellectual property of others.

Material & Content Sourcing

We have photographers and copywriters should you require these services. The work to be done by our photographers and copywriters will be quoted. Any imagery from iStock or our subcontractors used in the design will be offered with pricing before purchase as we will on-charge you the costs of the subsequent royalty and license fees.

Other Legal Stuff

We can't guarantee that our work will be error free and so cannot be held liable to you or any third-party for damages, including lost profits, lost savings, or other incidental, consequential, or special damages, even if you've advised us of them. We cannot be held liable by you for unintentional intellectual property infringement of material we create.

Copyrights

When your final payment has cleared, any applicable copyrights will be automatically assigned as follows:

You'll own any visual or written elements that we created for this project. We'll give you any finished files; please save them somewhere safe. You own all elements of text, images, and data you provided, unless someone else owns them.

We love to show off our work and share with others, so we reserve the right to display, photograph, and link to any work completed as part of our showcase and to write about it on any forms of media unless agreed otherwise.

Privacy

We will collect, retain, and use information about you for the purpose of assessing your creditworthiness. We may disclose this information about you to anyone we deem necessary or desirable for us to attempt to enforce any of our rights, remedies, and powers under this contract. This may include legal firms, credit providers, credit reporting agencies, or debt collection agencies. If you are an individual, then this action will be made in accordance with the Privacy Act 1993. You have the right to request any information Turboweb hold about you, and the right to correct any information Turboweb holds.

Amendments

We have the right to change or add to the terms of this document at any time, and to change, delete, discontinue, or impose conditions on use of our services. We may provide you with notice of any changes via email, or through other means. Your use of our services after a change has taken effect constitutes your acceptance of the terms of the modified terms of service. You can request a copy of the current terms at any time by contacting us. You can find out when this agreement was last changed by checking the 'Last Updated' date at the bottom of the document. We will provide you with 30 days' notice of any changes.

Cancellation of Services

When cancelling any of your services with Turboweb we require 30 days' written notice. We will confirm the services to be cancelled and then inform you of your final day, and when you will receive your final invoice.

Standard Payments & Fee Schedule

Fee Schedule

Please note the following payment schedule. These points will apply to your monthly subscription as well as any one-off charges. For more information please refer to your Client Application or quote provided by Turboweb.

- *Fee payable no more than 14 days after receipt of invoice.*
- *Statements and receipts are provided on request.*
- *Unless a quote or estimate has been issued any hourly work will be rounded up to the nearest 15-minute increment. A minimum of 30 minutes is billed for any one project or request.*

- *Failure to pay will result in the website being taken down and/or application to the small claims court.*
- *All fees are GST-exclusive. International customers will be provided with international wire details as required. All International transfers must include receivers' fees.*
- *Unless otherwise stated, our fees cover the licensing cost of any commercial fonts or typographic elements used in the final product. As most of these licenses are only for a single 'seat license' you may need to obtain your own license if you wish to create derivative works yourself.*

Web Development

\$145 + GST per hour

Graphic Design

\$125 + GST per hour

Urgent Work Requests

Under four working days: **+50%**

Public holiday, urgent or after hours: **+100%**

Content Writing

\$95 + GST per hour for 0-3 hours

\$80 + GST per hour for 3+ hours

Monthly Subscription includes:

- *Website hosting and daily backups*
- *Ongoing website support*

\$49 + GST per month

Website Platforms & Hosting

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We provide fast website hosting and daily off-site backups of all content and databases. We endeavour to provide a reliable, continuous service at all times, however, this service is not totally fault free and relies on third-parties and factors outside of our control. Therefore, we can't be liable to you or any third-party for damages, including lost profits, lost savings, or other incidental, consequential, or special damages, even if you've advised us of them.

As web technology and standards change rapidly, we develop to the latest web standards and systems wherever possible and do not guarantee support for older browsers and platforms. Accordingly, it is impossible for us to guarantee support or suitability for future standards, platforms, and devices.

Hosting on servers other than those managed by Turboweb may incur additional development costs. Unfortunately, we cannot provide any guarantees to websites hosted on other servers. Features of your site may cease to work if moved to alternative servers or providers.

Until full payment is received, we reserve the right to take your website offline at our discretion. We reserve the right to withhold delivery and any transfers of ownership until payment has been received in full. This may mean that we remove your website or service due to non-payment.

From time to time we need to perform maintenance. Wherever possible we attempt to limit the impact of these interruptions and will attempt to notify you of these updates ahead of time if necessary.

The website will be developed to the specifications we both agree upon. Once the final payment has been received any further work requested will be completed at the standard Web Development fee.

You're welcome to request additional features and alterations to your site in future at the standard hourly rate, or we can provide estimates for work if requested.

Any work requested or resulting from actions by yourself, or an associated employee or third-party will be invoiced to you. If this work is of an urgent nature, then you will be charged a premium at our discretion - not exceeding the rates stated within our fee schedule.

You must provide a minimum of 30 days' written notice if you wish to cease services.

Unless otherwise agreed, your monthly subscription includes Simple Web Manager platform updates, security maintenance, and other related technical maintenance updates. After web development has been completed, any questions,

alterations, or requests will be charged at the standard Web Development fee. If you require ongoing support or a formalised agreement, then this will need to be separately arranged on request to us.

Unless otherwise stated, our fees cover the licensing cost of any commercial code libraries used in the development process and final product.