



## TERMS & CONDITIONS

### A. Payment Terms

- Projects will be invoiced at the projects completion with payment due within two weeks.
- Hosting is invoiced 6 monthly in advance, with payment due on the 20th of the following month.
- If an invoice remains unpaid 20 days after its due date, we reserve the right to place any hosting on hold and/or charge a 2% administration and use of money fee on the total outstanding debt and a 2% fee each month thereafter until the full amount is paid.
- If a client's debt is passed on to a third party, the client will incur all associated costs, including debt collection process cancellation fees if incurred.
- If a project is put on hold for more than 14 days or cancelled, Ashleigh May Design (AMD) reserves the right to discontinue the project and invoice for all work completed until that time. In this situation, we we reserve the right to re-quote the project.

### B. Agency Partner Payment Terms

- Unless otherwise specified, ongoing projects for agency partners will be invoiced at the end of each month for actual time spent, with payment due on the 20th of the following month.
- All other payment terms in section A shall apply.

### C. Planning & Client's Instructions

- Any timelines provided are estimated only.
- Proposals, estimates and specifications shall be deemed to interpret the client's instructions. Clients are advised to exercise care and attention when checking these documents before work begins. Alterations to the proposal document stated on the sign-off may incur additional costs.
- Estimates shall lapse unless accepted within 30 days from the day shown on their cover, unless otherwise agreed or stated.
- AMD shall not be held liable for errors and omissions arising from an oversight or a misinterpretation of a client's verbal instructions.
- AMD reserves the right to review and / or alter pricing in the event of changed client requirements.
- Estimate documents are provided as a best estimate given provided information. Please allow for up to 10% variation.

### D. Claims for Remedy

- Any complaint shall be made in writing within seven days of receipt of goods or services in order to remedy faults or complaints. any disputes pertaining to invoices received after seven days will be null and void.

### E. Outside Influences

- AMD shall not be responsible for any delay, default loss or damage due to any industrial disputes, accidents, hackers, equipment failure or mischievous damage or other causes beyond AMD's control.

### F. Liability

- AMD shall not be liable for any indirect or consequential loss or for the loss to a client arising from third party claims occasioned by errors in carrying out the work or by delay in delivery or by failure in equipment.

### G. Technology

- AMD supports browsers and computer settings that are current at the time of development including Firefox, Internet Explorer, Google Chrome and Safari. We accept no responsibility if technology changes and a product or service is no longer accessible.

### H. Illegal or Libellous Matter

- AMD shall be indemnified by the client in respect to any claims, costs end/or expenses arising from any matter, which is illegal, libellous in matter or in breach of the Fair Trading act 1986 or any other statute or any infringement of copyright, patent or design.

### I. Removal of Material from Server

- AMD reserves the right at all times to remove without notice a client's material from its server if AMD deems material on the client's website to be of an illegal and/or libellous nature.
- AMD reserves the right at all times to remove without notice a client's material from its server for failure to pay fees owed in accordance with AMD's payment terms.