



TERMS AND CONDITIONS

1. General

These Terms & Conditions apply to all work undertaken by Ashleigh May Design ("AMD", "we", "us") for the client ("you"). By accepting a proposal, estimate, or invoice, you agree to these terms.

All proposals, estimates, and timelines are provided in good faith and based on the information supplied at the time.

2. Proposals, Estimates & Scope

- Proposals and estimates are valid for 30 days from the date issued, unless otherwise stated.
- Estimates are based on current requirements and may vary by up to 10%.
- Any changes to the agreed scope, content, functionality, or timing may result in additional costs.
- AMD is not responsible for delays caused by late feedback, content supply, approvals, or third-party providers.
- Verbal instructions are accepted in good faith, however AMD is not liable for misunderstandings arising from verbal instructions not confirmed in writing.

3. Correspondence & Administration Time

Time spent on correspondence directly related to progressing an active job, including emails, calls, and written communications requiring research, coordination, or decision-making, may be charged at the current hourly rate as applies to physical meetings, billed in 15-minute increments.

4. Payment Terms

Project Work

- Projects are invoiced at completion unless otherwise agreed.
- Payment is due within 7 days of the invoice date.
- Projects estimated over \$500 + GST require a 50% deposit before work commences. If payment is not received:

- Interest will accrue daily on overdue balances at CPI + 3% per annum
- A one-off \$25 administration fee will also apply
- Services (including hosting) may be suspended
- Outstanding amounts beyond 28 days may be referred to a debt collection agency, with all recovery costs charged to the client
- Any invoice queries must be raised within 7 days of invoice date.
- Agency Partners
- Ongoing agency work is invoiced monthly for time incurred.
- Payment is due on the 20th of the following month.
- All other payment terms apply.

5. Paused or Cancelled Projects

If a project is paused for more than 14 days or cancelled:

- AMD may invoice for all work completed to date
- The project may be discontinued
- A revised quote may be required to recommence work

6. Client Responsibilities

You are responsible for:

- Providing timely content, images, approvals, and instructions
- Ensuring supplied materials do not infringe third-party rights
- Reviewing and approving work before publication or launch
- AMD is not responsible for errors or omissions in client-supplied content.

7. Intellectual Property

- Final deliverables become the client's property once full payment has been received.
- AMD retains ownership of working files, concepts, and source files unless otherwise agreed.
- AMD may display completed work in portfolios and marketing unless agreed otherwise.

8. Website Hosting & WordPress Maintenance

Where AMD provides website hosting and WordPress maintenance, this service is intended to support the stability, security, and performance of your website.

Hosting and maintenance may include:

- Managed WordPress hosting on a reputable, WordPress-specific platform
- Server-level security, firewall protection, and monitoring
- SSL encryption
- Scheduled daily backups with recovery capability
- WordPress core, theme, and plugin updates undertaken on a best-efforts basis
- Access to selected paid developer plugins where applicable
- While AMD uses industry-standard platforms and practices, no hosting provider can guarantee uninterrupted uptime or absolute security. AMD does not warrant that updates, third-party changes, or external services will be error-free or without interruption.

If issues arise due to platform updates, plugin conflicts, hacking, third-party services, or client actions, any investigation, repair, or restoration work required may be chargeable.

9. What Hosting & Maintenance Does Not Include

Unless expressly stated in writing, website hosting and maintenance does not include:

- Content updates or content changes
- Design changes or new functionality
- Performance optimisation beyond standard hosting provisions
- Fixing issues caused by third-party plugins, themes, or platforms
- Email hosting or email troubleshooting
- Emergency or out-of-hours support

Additional work will be quoted separately or charged at \$120/hr + GST.

10. Hosting Fees & Billing

- WordPress hosting and maintenance is charged per month
- Hosting is invoiced six-monthly in advance
- Websites with unusually high traffic, storage, or resource requirements may incur additional costs

AMD reserves the right to suspend hosting services for non-payment in accordance with these Terms & Conditions.

11. Travel Costs

Travel is charged at \$1.20 per kilometre, calculated one-way only, for journeys exceeding 10km from AMD offices.

12. Complaints & Remedies

Any concerns must be raised in writing within 7 days of delivery. AMD will be given the opportunity to remedy issues before any further action is taken.

13. Liability

AMD is not liable for indirect or consequential loss, loss of profits, or third-party claims arising from:

- Delays
- Technology changes
- Client instructions
- Third-party platforms or services

Total liability is limited to the value of the services provided.

14. Outside Influences

AMD is not responsible for delays or failures caused by events outside our reasonable control, including system outages, cyber events, industrial disputes, or natural events.

15. Termination

Either party may terminate a project with written notice. All work completed to date remains payable.

16. Governing Law

These Terms & Conditions are governed by the laws of New Zealand.