

# Terms and Conditions

By signing the agreement, the 'Client' understands and accepts the following conditions:

1. The 'Client' refers to the entity entering this agreement with **Prestige Web Design & Hosting**.

## **TERMINATION AND CANCELLATION**

2. **Prestige Web Design & Hosting** may terminate your account at its sole discretion in the event of serious breaches such as activities of an illegal or fraudulent nature, or any activity considered not in keeping with the 'goodwill' of the service. These include but are not limited to:
  - a) Spamming (sending unsolicited promotional electronic mail)
  - b) Downloading or storing of content that could be deemed 'NC' by the Australian Broadcasting Authority (ABA) or prosecutable under Australian Law. This includes things such as illegal software, software cracks etc.
  - c) Obscene material, fraudulent or deceptive statements, threatening, intimidating or harassing statements or material which violates the privacy rights or property rights of others, or is likely to be defamatory of another person.
3. **Prestige Web Design & Hosting** reserves the right to terminate the connection/ account at any time if the service is used in a way in which **Prestige Web** deems inappropriate.
4. Upon the Client signing the contract the agreement is non cancelable and no refund will be given.

## **LIMITATION OF LIABILITY**

5. **Prestige Web Design & Hosting** will not be responsible for any pre-recorded, registered, patented or copyrighted sounds, music, text, images etc that the Client wishes to utilise on their website. This is at the sole risk of your company. You should seek independent legal advice if you are unsure. **Prestige Web** will not be liable, professionally or legally for any content of the website.
6. Whilst all care is taken with system security, **Prestige Web** will not accept responsibility for loss of data or security problems. This includes any loss that could otherwise be deemed an 'Act of God'. **Prestige Web Design & Hosting** aims to take all the care needed to prevent this, but takes no responsibility should this occur.
7. **Prestige Web** provides no guarantee of search engine registration, website functionality or statistics where the service is hosted externally.

## **PAYMENT TERMS**

8. All contracts are subject to the following payment terms upon signing the contract:  
25% deposit due at time of signing the contract and; the balance of the contract due after completion of the site. No site will be uploaded until all monies under the contract have been paid in full.
9. **Prestige Web Design & Hosting** reserves the right to 'switch off' the website due to non-payment of any outstanding monies due at any time.
10. The 'Client' agrees to pay all charges as incurred through usage of the account within the terms of the contract. Failure to do this may result in the account being suspended.
11. **Prestige Web** reserves the right to charge for any fees, including bank fees that we may incur during processing your account.

## **CONTENT**

12. The content required to design and develop the Client's website:  
Includes all items of stationery, all sales brochures and marketing materials, product catalogues, photographs, company profiles and any other material used in the promotion of the Client's organisation.
13. All work in progress and/ or completed work remain the property of **Prestige Web Design & Hosting** until all outstanding monies have been paid in full.

## WEBSITE PRESENTATION

14. Upon presentation and after all functionality has been installed the site is deemed complete and the Client will have seven days to advise of any changes. Failure to notify **Prestige Web** within the seven days will result in the contract being considered duly completed with all outstanding monies becoming immediately due and payable.
15. **Prestige Web** reserves the right to levy additional charges for concept redesigns beyond the initial design concept.
16. **Prestige Web** reserves the right to access statistical data derived from the Client's website and use it for its own purposes, including, but not limited to effectiveness analysis and promotion.
17. **Prestige Web** reserves the right at all times to promote (or not promote at its discretion) a Client's website for the purposes of **Prestige Web's** own marketing through appropriate means including, but not limited to, the placement of the **Prestige Web** logo and hyperlink on the Client's homepage and listing of the Client's website in our portfolio.