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Terms and Conditions – AU Web Group

1. GENERAL - These conditions of AU Web Group apply to the exclusion of any terms or conditions of the Customer. No variation of these conditions will be binding on AU Web Group or form part of any contract unless expressly accepted by AU Web Group in writing. Where applicable the client bears all liable costs for any loss AU Web Group incurs, where client is not in accordance with AU Web Group's terms of service:

2. WEB HOSTING

The following will not be tolerated and will incur a violation and possible losses or damages claims by AU Web Group.

- (a) Spamming (sending unsolicited email or posting messages to irrelevant Usenet newsgroups that do not explicitly allow advertising, with references to a site hosted on our servers)
- (b) Sites containing pornographic material or sites which contain links to adult sites, sites encouraging illegal activity or racism, sites providing instructions of performing illegal activities.
- (c) Violations including attempted violations of system & network security, or any type of tampering with the system unauthorised by AU Web Group expressly.

3. PROFESSIONAL LABOUR

- (a) All professional labour performed by AU Web Group is completed as per the project specifics as outlined and agreed upon within the quotation of work in the initial job description. Any work requested by the client to be performed, not specifically written into the initial job description and or quotation when commencing work, will be an additional labour expense to the client and paid upon invoice.
- (b) Clients will not be permitted to use any form of threat, manipulation or abuse including and not limited to forced demands of service and withholding of and or non payment to AU Web Group for labour services performed. The client will be liable where AU Web Group terms of professional labour service are not strictly adhered.
- (c) Client will be liable to pay any invoice owing, generated from professional labour performed in the creation of the clients website, with no exceptions.

2. ESTIMATES

- (a) AU Web Group will attempt to estimate a price. Where possible a full brief, preferably in writing should be supplied by the Customer to AU Web Group before such a quote estimate can be prepared.
- (b) Quotations will be close estimates only and under no circumstance will AU Web Group be accountable or liable to the customer or have to complete work, if the labour required to complete the website exceeds the quoted estimate. If work exceeds the quoted estimate, a new quote estimate can be calculated by AU Web Group for the additional time required to complete work for the Customer.

3. COST VARIATIONS

(a) Prices quoted are, unless otherwise expressly quoted, close estimates only. AU Web Group quotations for design work are based upon projected working hours at the current studio rate, plus materials, and are subject to amendment on or after acceptance to meet any rise or fall in required labour, rates or material costs. Any increased charges or costs arising from alterations or additions to contractual specifications or to work previously approved and detailed in the initial job description and quotation, may be charged additionally to the Customer.

(b) Other expenditure such as software and other materials will be quoted separately and sought approval before purchase by AU Web Group, unless already itemised within the initial job description quoted for by AU Web Group.

4. CONSEQUENTIAL LOSS

AU Web Group shall not be liable for any losses or damages, whether direct or consequential, which is occasioned to the Customer, which is in any way attributable to any delay in performance or completion of any contract by AU Web Group for the Customer, however that delay arises.

5. CUSTOMERS' PROPERTY

Customers property when supplied to AU Web Group will be held at the risk of the Customer, although all reasonable care will be taken to prevent loss or damage.

6. INITIAL WORK

Work produced, whether experimentally or otherwise, by Customer request will be charged for by AU Web Group unless otherwise agreed in writing. If the Customer wishes to terminate an order at this stage, a termination invoice will be drawn up charging for time and materials up to this point.

7. PROOFS

Proofs can be upon request by the customer presented by AU Web Group to the Customer for approval prior to formal 'live' publishing. In this case when approval is given by the Customer, the customer is assumed by AU Web Group to have studied all aspects of the material presented and to be satisfied with them, noting any exceptions in writing to AU Web Group. Customer bears no rights to withhold due payment for work performed by AU Web Group in the event to customers discretion, the work is not of a level desired by the customer.

8. IN THE EVENT THAT

(a) the customer becomes apparently insolvent (within the meaning of the Bankruptcy) or makes any voluntary arrangement with its creditors, or (b) a petition is presented or a resolution is passed to wind up the customer (other than for the purposes of reconstruction or amalgamation as a solvent company), or (c) a receiver is appointed over the whole or any part of the assets of the Customer or an administration order is made in respect of the Customer, or (d) the Customer shall otherwise cease trading, or (e) any diligence, distress, execution or other process is levied or enforced against any property of the customer, then in any such event AU Web Group shall (without prejudice to any other right or remedy available to it) be entitled to cancel any contract between itself and the Customer or suspend any further deliveries of goods or the provision of any further services under any such contract without any liability to the Customer and if any goods or services have been delivered or supplied but not paid for, the price of such goods and services shall become immediately due and payable, notwithstanding any previous agreement or arrangement to the contrary.

9. COPYRIGHT

(a) The Customer shall not submit for use by AU Web Group anything whose use would constitute an unauthorised dealing with copyright material. In the event of any breach of this condition resulting in such an unauthorised dealing, the Customer shall remain liable to pay all sums due to AU Web Group under the relevant contract and shall further indemnify AU Web Group against any loss, costs or expenses attributable to such unauthorised dealing.

(b) All copyright and other intellectual property rights in any work created, commissioned or otherwise acquired by AU Web Group in implementation of any contract between Au Web Group and the Customer shall remain with AU Web Group. Upon customer request AU Web Group may offer non-exclusive or exclusive rights to the customer at own discretion for a cost quoted by AU Web Group. For the purposes of these conditions, WORK or LABOUR PERFORMED means and includes the delivery of any intellectual property, creative, artistic, literary or dramatic work within the meaning of the (amended) Copyright.

10. PAYMENT

(a) a percentage of Customers payment contributed to the total quoted estimate will be paid to AU Web Group before work begins, unless otherwise agreed to in writing. Invoicing may be on a Weekly, Fortnightly or Monthly payment cycle. Invoicing may also be split into agreed phases in the event of lengthy jobs. The final payment will be taken upon completion of finished labour. Divided payments by standing order may be considered under certain circumstances such as regular consultancy or administrative work.

(b) All payments must be made upon the completion of work for any approved and completed web services, unless agreed otherwise in writing. Prices quoted by AU Web Group are inclusive of GST which will, where appropriate, be payable by the Customer.

12. TITLE - Ownership of any work delivered to the Customer under any contract between AU Web Group and the Customer, or of any other goods delivered under any such contract, shall not pass to the Customer until payment in full of all sums due under such contract has been made to AU Web Group. The risk of damage to or destruction of any item delivered by AU Web Group to the Customer shall pass to the Customer upon delivery, notwithstanding that ownership of the item has not then passed, and the Customer shall ensure that such item is adequately insured from time of delivery.

13. SUB CONTRACTING - AU Web Group may employ any person, company or firm as a sub-contractor for the production or provision of any printed or other item in accordance with any original design or other work produced by AU Web Group for the Customer.

14. NON-PAYMENT- Failure by the Customer to meet financial obligations may result in legal proceedings by AU Web Group under which circumstances ALL legal costs and other administrative expenses will be recoverable in full by AU Web Group. Failure of non payment for any outstanding amounts 30 – 60 days and more in arrears owed for labour instructed by client to be performed by AU Web Group will attribute an interest component additional to total amount owing. This interest will be calculated on an individual customer basis, to help account for the resulting loss of the generation of AU Web Group income for those (days/weeks/months) and or equal to the length of time customer evades payment.