Terms and Conditions of Trade

1. Authorisation.

The Client is engaging Arc Web Design as an independent contractor for the specific purpose of designing a website in Australia, herein after referred to as the 'Web Design Project, to be published on the Client's account on an Internet Service Provider (ISP)/Web Hosting Provider (WHP)'s computer, herein after referred to as the 'Hosting Service'.

2. Development.

This Web Design Project will be developed using Joomla, Magento, or WordPress software, all of which contain open source content management systems released under the GNU GPL licensing system. The development specifications as attached are the agreed scope for both the Client and the Contractor. These specifications can be altered if an agreement is made between the Client and the Contractor.

3. Website Maintenance.

Arc Web Design provides basic training to the Client for the ongoing self-maintenance of their Web Design Project. This is performed after the Contractor receives full payment from the Client for services provided. Where The Client requires additional support, he or she will be charged at the Contractor's standard website maintenance rate. As of October 2013, the current website maintenance rate is $50.00 per hour plus GST.

4. Completion Date.

An estimated total working time for the project will be provided with the initial quote. Any delay caused by the Client will not be calculated as part of the Web Design Project's standard working time. Therefore, the Client may not terminate the Web Design Project for this reason. Delays caused by the Client will be added on to the total working time, and the deadline will be adjusted accordingly. The final Web Design Project will be published to the Client's Hosting Service after the Client's final approval, and after receiving the Client's final payment within 7 working days of completion.

5. Web Design Project Copyright.

Copyright of the finished Web Design Project produced by Arc Web Design will be transferred to the Client upon receipt of all monies owed to the Contractor. The Client agrees to assign rights to the Contractor to use the Web Design Project for Arc Web Design 's promotional purposes. Arc Web Design and its subcontractors retain the right to display graphics and other web design elements from the Web Design Project as examples of their work in their respective portfolios.

6. Payment.

The Client agrees to pay Arc Web Design an initial deposit of 50% of the total estimated development cost. Final payment of the remaining 50% of the estimated total developing cost

must be paid within 7 days of the Web Design Project being completed. Final payment must be paid before publication of the live Web Design Project can be performed. All amounts paid must be in Australian Dollars (AUD). Any extra costs charged must have the Client's written consent given in advance or they are deemed invalid.