



Software Development

Terms & Conditions

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Quotations and Estimates

- All quotations and estimates provided by Simple Site Designs are valid for a period of 30 days from date of issue. Quotations not accepted within this timeframe must be re-issued.
- All quotations are required to be accepted using the supplied Quotation Acceptance Form and returned to Simple Site Designs within the 30 day period from date of issuance.
- All quoted prices, excluding where indicated, do not include Goods and Services Tax.
- Estimates may be provided by Simple Site Designs to offer the client a guide on the projected costing of a project prior to any discovery or research for said project. All estimates will be clearly marked as such and are not an indication of the exact final cost to develop the application.
- All estimates will need to be formalized to a quotation or invoice before acceptance by either party as the final cost of the application.

Payment Terms

- Unless prior arrangement has been made, all quotations provided by Simple Site Designs, require a 30% deposit upon acceptance.
- Unless prior arrangement has been made, final payment is strictly net 7 days from the date of completion.
- Simple Site Designs do not accept personal cheques.
- Any cost arising from payment clearings or transaction charges are solely the responsibility of the client and will be charged as such.
- Unless prior arrangement has been made, Simple Site Designs will only commence work on the quoted application once any deposited funds have cleared.

Residency Requirements

- Minimum requirements for where the completed application will reside, will be provided on all Simple Site Designs quotations.
- The quoted cost on a Simple Site Designs quotation is only valid if the minimum residency requirements are met or exceeded for said quotation.
- Simple Site Designs can provide, as an additional service, a package that will meet the stated requirements. The package offered will provide the most streamlined and cost-effective installation of the quoted application.
- If a Simple Site Designs package is not used to host the completed application, Simple Site Designs will not be liable for any additional time or resources, above and beyond that already included in the quotation, required to get the completed application installed where the client has asked it to reside.
- Simple Site Designs will bill any additional time and or resources, above and beyond that already included in the quotation, required to get the completed application installed on the clients host at the current hourly rate excluding GST. The minimum cost for this will be 2 hours at the specified rate.

Intellectual Property

- Unless specified all quotations provided by Simple Site Designs, do not include any source code license.
- All source code and associated intellectual property relating to said source code, developed by Simple Site Designs, solely remains the property of Simple Site Designs, except where specific code license has been issued to the client and said issuance has been indicated in writing from Simple Site Designs.
- Simple Site Designs reserve the right to implement licensing features within the quoted application, except where code license has been issued by Simple Site Designs.
- Any alteration, reverse engineering, or manipulation of any kind on the code, compiled or otherwise, created by Simple Site Designs for the quoted application may be a breach of trademark and copyright laws. If said breach is confirmed, penalties will apply under the relevant acts.
- Any costs incurred by Simple Site Designs for third party code license required to complete the quoted application are the responsibility of the client and will be solely borne by the client. Any such third party code license will be attached to the existing Simple Site Designs code license for the quoted application.

Cancellations

- Should the client wish to cancel acceptance of the quotation, Simple Site Designs will invoice the client for any work completed to date, as a percentage of the total work involved.
- The minimum cancellation fee will be 30% of the signed quotation.
- The client must advise Simple Site Designs in writing of the request not to proceed with work.

Content

- Clients are required to ensure that the content of the application being quoted adheres to all the current Australian legislation regarding publication.
- The client shall further indemnify Simple Site Designs in respect of any claims, costs and expenses that may arise from any material included within the quoted application by Simple Site Designs at the client's request.
- Simple Site Designs reserves the right not to include any material supplied by the client within the quoted application if Simple Site Designs deems said material inappropriate or offensive.
- Simple Site Designs will not populate the application with the final content unless said content is delivered to Simple Site Designs in digital format prior to commencement of work. Said content, if available, will be used for testing purposes and may not be formatted how the client requires it. If content is not available mock placeholder content will be used.
- It is the client's responsibility, in all cases, to ensure the applications content is displayed and formatted as they require. If the client cannot format the applications content, Simple Site Designs will offer this service Simple Site Designs' current hourly rate at the time of the request.

Permissions and Copyrights

- The client will obtain all necessary permissions and authorities with respect to the use of all copy, graphics, logos, names and trademarks and any other material supplied by the client to Simple Site Designs.
- Supply of said material by the client to Simple Site Designs shall be regarded as a guarantee from the client that all such permissions and authorities have been sought and obtained for said material.
- No responsibility will be accepted by Simple Site Designs for damages or losses incurred by the client from the use of material for which permission or authority has not been obtained.

Errors and Liabilities

- Simple Site Designs will pursue due care to ensure applications create by Simple Site Designs are free of errors.
- Simple Site Designs will correct any errors made by Simple Site Designs staff in the undertaking of the quoted application.
- Simple Site Designs does not accept responsibility for losses or damage arising from errors within any application.
- Simple Site Designs does not accept responsibility for errors, damages, losses or additional costs that relate to third party products that Simple Site Designs may require completing the quoted application.

Alterations

- Any alterations requested by the client after development has begun will incur extra development and regression testing time. Dependent upon the alteration or change requested an average of 3 days extra development time per alteration should be allowed for. The 3 day average may not be indicative of the time required and can be extended commensurate of the time involved to implement said changes.
- Simple Site Designs will not accept responsibility for any alterations performed by the client or any third party which may cause or induce errors within the quoted application.
- If Simple Site Designs are required to correct said alterations or errors resulting from said alterations, induced, injected or otherwise caused by parties other than Simple Site Designs, the client will be charged at the hourly rate that is current for Simple Site Designs at the time said errors are to be fixed.

Completion of Work

- All timeframes offered by Simple Site Designs to the client are estimates. The intrinsic nature of software development and its intricacies do not offer Simple Site Designs the luxury of defining definite timeframes.
- Simple Site Designs will endeavour to complete all work within the estimated timeframes discussed with the client in the quotation. However, Simple Site Designs will not be liable for any penalties, monies or hardships otherwise incurred by the client if the application cannot be delivered within the estimated timeframe.
- Simple Site Designs will not release the quoted application unless all payments have been met under the obligations of the quotation or work agreement.
- If Simple Site Designs does not have control over the residence (see Residency Requirements) where the finished work will reside then full payment must be made prior to said work being released by Simple Site Designs.
- The quoted application remains the property of Simple Site Designs Software until all obligations have been met for release of said application to the client.