



# Maloo Marketing Group Terms and Conditions

No one likes paperwork, but to cover You and Us, grab a coffee and read through our Terms and Conditions. By paying Your 50% deposit it is deemed you have read the below T&C's

Let's get it clear The Agreement ("Agreement") is being made between **You** (insert Your Business or group name) and **Maloo Marketing Group** (that's "We" or "Us") **You** and **Us** may also be referred to as "Party" or together as the "Parties".

Maloo Marketing Group is the trading name of Benefield Enterprises Pty Ltd ABN 24 116 959 472, registered in Sydney, Australia

## 1. SERVICES

You want a website and We can't wait to build it for You. We will provide You with the following services ("Services") in a timely and professional manner.

Your "Website Plan" will be sent in a separate document

If You decide the Services aren't exactly what You are looking for, don't worry because We can change the scope of the Services for You at any time. To update the scope of the Services, all You have to do is let Us know what You would like to change by filling out a simple form called a "Change Order". The Change Order will explain what You want Us to do differently. If the new Services are going to require a bit more work for Us, then both Parties will have to agree in writing to an updated cost for the Services. Speaking of costs...

## 2. WHAT WE NEED FROM YOU

In order to complete the services we are relying on You providing the following in a timely fashion.

- **IMAGERY** for all pages – in a dropbox or google drive in high resolution format, and collated as per the page You would like them to appear.
- Link to your social media accounts (not access, just URLs)
- Email address You would like to connect to
- Copy of Your logo
- Plus any other items discussed in the Web Site Plan Document

## 3. TIMELINE

Our goal is to complete the Web Design Project within the agreed timeframe. We will work diligently to achieve this however it will only be achievable with your cooperation. Following the completion of the web design questionnaire and acceptance of a web design package and/or our proposal, it is expected that You will provide Us with all text and graphics content in electronic form as soon as possible. You agree to provide all Web Design Project content in a timely manner and accepts that We will be held blameless for delays arising from Your non-compliance with this requirement.

Please note that You are responsible for supplying the agreed written content and imagery (including logos, fonts, photographs etc) required for your site at the agreed time. Any delays in supplying these items may result in a delay in your completion date. Similarly delays in providing feedback and replies to questions we may have may also cause delays in your completion date, that We cannot be held responsible for.

Completion dates are estimates only and as such are not a guarantee of when the project will be completed. We would like to remind You that there is a multitude of things that can delay a Web Design Project that are often beyond our control. Refunds will not be given for a delay in our estimated turnaround time and this will not constitute a breach under this contract.

You further acknowledge that any additions, alterations or changes after final approval, or work that falls outside the original project scope, will be treated as additional work and therefore not part of the original project scope. You also acknowledge that payment must be made in full prior to the handover of the site for connection to your domain.

We will be available for 14 days after this date to provide You with reasonable technical support and correct any possible errors or deficiencies.

#### **4. COPYRIGHT NOTICE**

A Copyright notice that states "©Your Business name and designed by Maloo Marketing Group" will be displayed on the bottom of each page of your website.

#### **5. WEBSITE HOSTING**

On payment of our final invoice the final website design will be transferred and published to Your Wix account upon receipt of final payment. You accept responsibility for all hosting service charges relating to the hosting of Your Wix website.

If you do not currently have a Wix account, you authorise us to set one up on your behalf to be charged directly to You.

#### **6. SEARCH ENGINE OPTIMISATION**

We do not guarantee any specific position in search engine results for your Web Design Project. We perform basic search engine optimisation in accordance with best practice.

#### **7. INVESTMENT**

They say nothing good in life is free, and this is no exception.

50% deposit is required on signing

The remaining 50% is required before hand over of the new site to You

Goods and Services Tax (GST)

We are an Australian based business and if You are the same or We determine you will be using the services in connection to activities in Australia then we are required to charge you GST (currently 10%). You agree to pay this amount if charged.

If you operate outside Australia you will be responsible for declaration and payment of any appropriate Tax, Duty or other regulatory liability.

Prompt payment is expected on all invoices with settlement within FIVE (5) business days. We reserve the right to remove any Web Design Project from viewing on the Internet until final payment is made. The

addition of Meta Tags (Descriptions and Keywords) and the submission of the Web Design Project to Web search engines and updating only occurs after final payment is made. All payments should be made to Maloo Marketing Group in Australian Dollars. A Goods and Services Tax (GST) of 10% is payable by Australian customers.

We require an initial payment equal to 50% of the total project cost and is due before we commence work on a Web Design Project. The final balance is due upon completion and is required before transfer or hosting can take place. In the event an invoice remains unpaid for more than FIVE (5) business days, We reserve the right to cease work and reprioritise our workload without notifying You.

## **8. DOMAIN NAME HOSTING**

You are responsible and Domain Name hosting and associated email accounts, if required we can assist in helping establish or modify your current hosting

## **9. SOCIAL MEDIA**

We will connect social media icons on Your website to Your social media pages if URL' s are supplied.

## **10. INTELLECTUAL PROPERTY**

You will own the masterpiece, also known as the website, that We design for You and any visuals that We provide with it. We will turn over our work product, including any necessary files, and You will be responsible for their safekeeping. We are not required to keep copies. Please note that Your site is built on the Wix utilising their building platform and is not transferrable out of the Wix base.

You will be assigned perpetually rights to use the Web Design Project as a web site once final payment, along with any additional charges incurred have been paid in full. Rights to photos, graphics, work-up files, and computer programs are specifically not transferred to You and remain the property of their respective owners

You guarantee that You have the legal right to all elements of text, photographs, and anything else that You provide to Us and that You will not hold Us responsible for any third-party claims.

Should We purchase images, video or digital collateral for use in the development of Your Web Design Project, you acknowledge that the purchase of such is for single use only. Such images or digital collateral cannot be used or re-used for any other purpose, and even editing or cropping the dimension may contravene their usage rights. To purchase or use of stock imagery or digital collateral outside the website please contact Us and we will endeavor to put you in contact with the image rights owner.

We will own any copyrightable work, ideas, inventions, products, or other information that We create in connection with the Services We are providing. We guarantee that We have the legal right to all elements related to the Services We are providing and will not hold You responsible for any third-party claims.

You acknowledge that any ideas, concepts and/or intellectual property discussed, shown or provided to you prior or during the Web Design Project remain the property of Us and cannot be reproduced in part or in full until payment in full is received or consent in writing is given by Us.

We and our sub-contractors retain the right to display graphics and other Web design elements as examples of our work in our portfolios.

## **11. CONFIDENTIALITY**

Your secrets are safe with Us. This includes your proprietary information (things like trade secrets, know-how, or any other confidential information that is not publicly available). We promise We won't sell your proprietary information to a third-party, no matter how much they offer Us.

## **12. ASSIGNMENT**

The Parties may not assign the responsibilities that they have under this Agreement to anyone else unless both Parties agree to the assignment in writing.

### **13. TERMINATION**

We would really hate to see You go. If You decide We aren't your cup of coffee (or wine), You can end this Agreement by giving Us a ten (10) day written notice and paying Us for the Services that We have completed.

If either Party fails to follow through with their responsibilities or obligations under this Agreement, the other Party can end this Agreement by giving a ten (10) day written notice.

This Agreement will automatically terminate when both Parties have performed all of their obligations under the Agreement and all payments have been made.

### **14. LIMITATION OF LIABILITY**

You agree that you are solely responsible for complying with any laws, taxes, and tariffs applicable in any way to the Web Design Project or any other services connected with the website. Further, You will indemnify, hold harmless and defend Us, our employees, agents and subcontractors from any claim, suit, penalty, tax, fine or tariff arising from Your use of Internet electronic commerce and/or any failure to comply with any such laws, taxes and/or tariffs.

Both parties agree that neither party will be held liable for any loss of profit or revenue by the other party, nor will they be liable for any consequential, incidental, indirect or economic loss or damages incurred or suffered by the other party arising out of, as a result of, or related to, this agreement, whether in contract, tort or otherwise, even if such party has advised of the possibility of such loss or damages.

The parties further agree that the total liability of either party for all claims of any kind arising as a result of, or in relation to this agreement, or to any act or omission of such party, whether in contract, tort or otherwise, will not exceed an amount equal to the amount actually paid by the client for the deliverables.

Your liability to Us is only for the costs payable under this Agreement. You will not be liable to Us, or any third-party, for damages like lost profits, lost savings, incidental damages, consequential damages, or special damages.

### **16. FORCE MAJEURE**

Should either party be prevented from fulfilling, either in full or in part, any of condition or provision of this agreement by reason of fire, flood, storm, computer virus, war, accident, or other acts of God, whereupon notice to the other party is provided in writing, the requirements of this Agreement, or the affected provisions hereof to the extent affected, shall be suspended during the period of such inability or hardship.

During any such period of inability or hardship, the party able to meet its obligation under the agreement may seek to have it's requirements met by the other party without further liability or prejudice. The party prevented from meeting its obligations under the agreement shall make any and all reasonable attempts to remove any such inability or hardship within ten (10) business days otherwise the party ably to comply with the agreement, in accordance with this section, may exercise their right to terminate the agreement without liability.

### **17. DISPUTE RESOLUTION**

We hope we never get to this, but let's cover it off, so that it's never needed.

You and Us agree to make every effort to resolve any dispute, claim or disagreement arising out of, or relating to, this agreement. Either party may initiate proceedings by providing the other party with notice in writing of their intent. The notice must outline the subject of the dispute and the relief proposed. The recipient agrees to respond in writing within five business days outlining their position on, and recommended solution to, any such dispute.

Should a dispute continue unresolved, representatives from each party with the capacity and authority to resolve the dispute must agree to meet at a mutually acceptable place and time within ten business days of

the last correspondence. Should negotiations fail, both parties agree to submit to mediation in accordance with, and subject to, The Institute of Arbitrators & Mediators Australia Mediation and Conciliation Rules.

#### **18. SEVERABILITY**

If any section of this Agreement is found to be invalid, illegal, or unenforceable, the rest of the Agreement will still be enforceable.

#### **19. COMPLETE CONTRACT**

This Agreement puts the Parties entire understanding of the Services to be performed and anything else the Parties have agreed to in black and white (literally). This Agreement supersedes any other written or verbal communications between the Parties. Any subsequent changes to this Agreement must be made in writing and signed by both Parties.

#### **LEGAL NOTICE**

We, our employees or agents do not warrant that the functions contained in the Web Design Project will be uninterrupted or error-free. The entire risk regarding the quality and performance of the Web Design Project is born by You. At no time will We, our employees or agents be held liable to the client or any third party for any damages, service interruptions caused by Acts of God, the Hosting Service or any other circumstances beyond our reasonable control, including, but not limited to loss of profits, loss of savings or other incidental, consequential, punitive, contingent or special damages arising out of the operation of or inability to operate the Web Design Project, failure of any service provider, of any telecommunications carrier, of the Internet service, of any Internet servers, you or your site visitor's computer or Internet software, even if We have been advised of the possibility of such damages.

This legal agreement constitutes the sole agreement between Us and You regarding the Web Design Project. Any additional work not specified in this agreement or any other amendment or modification to this agreement must be authorised by a written request signed or agreed via email by both Parties. All prices specified in this agreement will be honoured for 3 months after both Parties agree to the contract. Continued services after that time will require a new agreement.

By paying your 50% deposit on Your new website You hereby agree to the terms, conditions and provisions of this agreement.

This Agreement constitutes the entire understanding of the Parties. Any changes or modifications from here on must be in writing and agreed to by both parties.

#### **20. NOTICES**

All notices under this agreement must be sent by either email with return confirmation of receipt, or certified or registered snail mail with return receipt requested.

Notices should be sent to:

Maloo Marketing Group  
22 Bayview Place,  
Bayview NSW 2104  
Australia

[info@maloomarketinggroup.com.au](mailto:info@maloomarketinggroup.com.au)