

Terms and Conditions – Website Building

1. Gadgets Made Easy shall create a fully functional web site as outlined in the chosen package provided we are provided the relevant content and necessary support from our customer to complete the website.
2. Revisions are classified as changing a standard template to match the customer's colours and logos. It does not involve the changing of the chosen template structure. Custom changes include the addition or change of the chosen template. Any included custom change as part of our packages will need to be quoted on additionally that will be provided to the customer for sign off before proceeding
3. There is a limit of 30 photos included to be uploaded for each package chosen unless agreed to in the quotation. Additional photos requiring uploads will be done so at our hourly rate.
4. The website we create for you will be designed for current browsers and although care is taken to test the function and style of the website in older browser versions, we cannot guarantee full 100% compatibility for all browsers. For compatibility with specific browsers/versions additional costs will apply. Some effects may not also work in older browsers.
5. Upon completion of the project and after receiving full payment, the customer will gain full rights and ownership of the website and its design. Until such time the website will be strictly accessible on the admin side to Gadgets Made Easy for quality control purposes.
6. Timeframes are to be negotiated as part of the initial undertaking of the project and agreed by both parties. However, as our workloads, available staff resources and customer availability can fluctuate it is not always possible to reach agreed deadlines. The customer accepts that timeframes may need to change in these situations.
7. Gadgets Made Easy reserves the right to make portfolio use of the website once the website has been completed.
8. When customers choose a maintenance plan with Gadgets Made Easy, we shall take all reasonable measures to maintain the uptime and reliability of the website. Gadgets Made Easy is not liable for any damages or costs nor is Gadgets Made Easy responsible for any work to correct and or restore the site in the event of but not limited to malicious attacks, hacking or virus and malware incursions or other forms of site downtime not listed.
9. When the customer has implemented any changes to the website including but not limited to editing code, installing third party components, removing files or changing file permissions, Gadgets Made Easy will charge the customer at our hourly rate to rectify and/or recover the website.
10. The customer agrees that they have entered into this Agreement upon acceptance of Gadgets Made Easy commencing a project. The customer agrees that they own or have obtained appropriate and necessary licenses and permanent rights for any intellectual property or assets supplied by the customer to Gadgets Made Easy.
11. The customer indemnifies Gadgets Made Easy and its subcontractors against any and all claims, lawsuits, costs and expenses, including reasonable legal costs, arising in connection with the web site. This indemnification includes but is not limited to assets obtained by Gadgets Made Easy on behalf of the customer. It is the customers responsibility to ensure their website is not in breach of any legalities not Gadgets Made Easy.

12. Any and all intellectual property or assets that the customer is to supply for the web site shall be provided to Gadgets Made Easy within the first 30 days of project commencement. The customer shall proofread and edit such material prior to providing it to Gadgets Made Easy. Gadgets Made Easy agrees that any materials supplied by the customer, whether for the web site or in relation to the business purposes for its development, shall be treated as confidential and neither disclosed to third parties nor used in any way other than for the development of the web site. At the completion of work, Gadgets Made Easy shall return any requested materials by the customer.
13. Gadgets Made Easy does not take responsibility for the clients website in terms of data backups, website backups or data retention during or after the project. If the website or data is lost during a project Gadgets Made Easy cannot be held liable and new hourly rates may apply to resolve any such situation. If this is a requirement by the customer extra costs will be incurred and must be negotiated in writing.
14. Please be aware there are no refunds available on services provided by Gadgets Made Easy.
15. Our standard hourly rate for website consulting is \$99 per hour, but this can change depending on the nature of the work. Lower hourly rates can be achieved through the use of maintenance plans.
16. We recommend the customer provide photos of their business taken by a professional photographer to get the best look for their new website. Photos make a dramatic difference to the overall presentation of your website.
17. Gadgets Made Easy reserves the right to terminate the agreement in any of the following circumstances: The customer does not contact / respond to requests by email or telephone within ten (60) working days. The customer deviates from the signed brief without paying additional fees if required to do so and quoted on additional work required. The customer fails to provide content and any additional information requested by deadlines stated. In the event of any of the above stated occurrences, Gadgets Made Easy may terminate the agreement with written notice to the customer. No refunds whatsoever will be made to the customer, and Gadgets Made Easy will retain funds received. Should the customer wish to resume the agreement, a written request must be sent to Gadgets Made Easy for consideration within ten (10) working days of receipt of the termination notice.
18. The customer acknowledges by entering into a website agreement with Gadgets Made Easy that due diligence will be taken to reply promptly to requests in order to complete the project when work has commenced. Both parties agree that if no contact has been made in a 60 day period that the project is considered completed and any payments taken by Gadgets Made Easy will be kept as a form of compensation for services undertaken during the project even if the project isn't completed. It is the clients responsibility to maintain regular communication not Gadgets Made Easy in order to complete the project.
19. The customer agrees that should Gadgets Made Easy undertake any tasks dependent on third party services, including but not limited to 3rd party APIs, website services and libraries (e.g. Twitter API, Google Maps API, Facebook API), Gadgets Made Easy cannot be held responsible for changes made to the third party service in question. This includes but is not limited to removal of support services, or changes the way in which a service is implemented. Should any further work be required as a result of such a change, Gadgets Made Easy will be required to quote and charge for the additional work on a case by case basis.

20. Gadgets Made Easy cannot be held liable for any loss of data, website information, loss of revenue to the client or disruption to the clients business during any work Gadgets Made Easy is engaged on with the client. The client accepts that some situations are outside of Gadgets Made Easy control.
21. Clients accept that Gadgets Made Easy utilise a range of applications, plugin-ins, website and DNS hosting mediums to provide the right fit for client requirements. In entering into work with Gadgets Made Easy clients approve our best judgement in offering value services to achieve requested outcomes. Clients cannot hold Gadgets Made Easy liable if the website is negatively affected by one of these installed plugins, applications, hosting providers or otherwise. Many of these areas will update over time or need updates and as a result can affect the operation of a website and may lead to data loss. Due to this the client accepts this is not Gadgets Made Easy responsibility and as such cannot be held liable for loss or downtime as a result.
22. Gadgets Made Easy will do all possible to meet originally agreed client requirements as quoted but in some case may either need to find alternate solutions or be unable to forfill some requested requirements without further costs to the client. At the time of quoting the client acknowledges things may come to our attention that was unknown at the time of quoting which may not allow us to forfill a listed or agreed to requirement. This does not entitle the client to a refund due to existing work being carried out, but we will endeavour to find a solution for the customer although it may be at an expense to the customer.