

Interpretation:

Nine Pillars – is the company providing the works

The client - is the person, company, employee and/or business named on the Work Authorisation.

1. QUOTE:

- a) All quotes are to be reviewed and accepted by the Client;
- b) Executed Works Authorisation and Deposit is to be returned to Nine Pillars prior to any works commencing;
- c) By returning the completed Work Authorisation, the client is agreeing with all of the payment terms and conditions;
- d) The price includes all activities on the quote for the project. Any additional works required will be advised to the client that is outside the proposal and extra fees will be applied;
- e) Where a client has missed any details or changed their minds, The Client is still liable for all fees required up to and including the date of cancellation.
- f) If a Project is cancelled due to the Client changing their mind a cancellation fee may be applied;
- g) Any changes made to the initial project or any delayed caused due to no fault of Nine Pillars will incur additional fees;
- h) Nine Pillars reserves the right to review final costs of the job if it is expanded beyond what has been stated in the original proposal. If a variation occurs, it will be priced at Nine Pillars' usual rates and will be included in the final invoice for payment

2. PAYMENTS:

- a) Deposit required at the return of the Works Authorisation;
- b) 35% of the price is required prior to commencement of the development.
- c) 30% once design is completed. Unless a prior payment arrangement has been confirmed.
- d) All payments are required before the launch of the website.
- e) Delays in paying any invoice will result in delays to the project
- f) Some long projects may require additional progress payments. If this is the case, the client will be advised at the time of quoting.
- g) The Project and all works completed or in progress belong solely to Nine Pillars until Full Payment has been made by the Client;
- h) If the account is not paid in full by the due date on any invoice, all recovery charges will be passed on to the client. In addition, a 5% surcharge will be payable for invoices paid 30 days or more after the initial invoice date. Nine Pillars asks the client to ensure all accounts are paid on time to avoid these extra costs.
- i) All prices are subject to GST unless otherwise stated.
- j) Nine Pillars does not provide any refunds to any amounts paid.
- k) if a payment arrangement has been agreed by both parties, then the arrangement will take precedent. The full amount must be paid until any restriction to website access, domain hosting or website hosting, can be lifted

3. **OWNERSHIP:**

Nine Pillars will be the sole proprietary owner of all assets until final payment has been made. The client may pay for early release of any assets held by Nine Pillars.

4. **CLIENTS WARRANTIES:**

- a) Payment schedule to be signed by client including a direct debit form with Ezidebit. A service fee of 3% will be charged on each transaction. If payment is declined, a fee as charged by the bank institutions will be applied. Nine Pillars have the right to continue to debit the account until full payment is received;
- b) The signed and returned Ezidebit form is binding and is approval for the work to commence and that all payments will be received on the due date. This signed form is legally binding between the client and Nine Pillars.
- c) Client has copyright on or a licence to Nine Pillars to reproduce all materials (artistic and literary, trademarks or other) supplied by the client.
- d) The client indemnifies Nine Pillars against all liability, losses or expenses incurred in any way directly or indirectly connected with any breach of copyright on materials supplied by the client.
- e) It is the client's responsibility to check for any errors or omissions. Where the instructions are given verbally, Nine Pillars shall not be responsible for errors or omissions due to misinterpretation of those instructions. The client must check everything BEFORE the website is launched.
- f) It is the client's responsibility to ensure that all material complies with the requirements of any legislation regarding marketing, labelling, packaging etc

5. Nine Pillars reserves the right to use any public domain material for self-promotion.

Client's and Nine Pillars employees have read all documents incorporated herein and accept such terms effective as of the Effective Date:

Clients Name

Nine Pillars Representatives Name

Clients Signature
Signature

Representatives Name