

## OUR TERMS

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OUR  
TERMS

# OUR TERMS - GENERAL

## THE SAUCE DESIGN PROCESS

### PROJECT MANAGEMENT—HOW WE KEEP ON TRACK WITH PROJECT MILESTONES

Our process includes a number of checkpoints where clients are involved in the project's lifecycle and kept informed of their project's progress. Clients are required to approve & sign off on milestones to make sure your job stays on track, remains relevant to your needs and is kept within budget.

#### STAGE 1: PROPOSAL

- \* Initial briefing / client meetings
- \* Define and finalise the requirements: technical specifications, budgets and timelines
- \* For web: scoping the proposed website to determine the initial pages or functionality required
- \* Proposal or quotation

#### STAGE 2: CLIENT ENGAGEMENT

- \* Acceptance of this proposal by signing of the contract, a 50% engagement fee will be charged and project will begin upon receipt of payment
- \* Client to supply all content to produce material (final copy, logos, images, existing graphics) in the required format
- \* All content must be fully proofed and approved by the client or clients agent.

#### STAGE 3: CONCEPTUAL DESIGN

- \* Concept development: define the design, look and feel by incorporating selected elements
- \* For logos; an initial round of 2–3 concepts will be created and presented.
- \* For other print / web projects a portion or sample of pages to illustrate one design concept will be presented unless otherwise specified. Two rounds of design revisions or changes will be included within the quoted budget unless otherwise specified
- \* Review and client feedback—providing clear and concise instructions will ensure your project remains on time and budget
- \* If the initial concept does not meet client approval to proceed—additional instruction is required from the client and from this 1 additional design will be produced with an allocation of 1–2 rounds of changes.
- \* Client approval to proceed with design / development

#### STAGE 4: DESIGN / DEVELOPMENT

- \* Design development of concept including: graphical / digital application / website development
- \* Digital assembly of material
- \* Review and client feedback
- \* **For web:** site access on development server for client testing & website development approval. A limit of 5 working days to test and approve the site unless otherwise specified.

- If required, 1–2 rounds of minor revisions as per direction and feedback from the client
- Client must supply all hosting details.
- The remaining 50% project costs and any additional development costs will be invoiced.
- Site will be transferred to live server once full payment is received.
- \* NB: Additional fees may be charged for: Additional layout or design revisions requested by the client (beyond the allocated 2 revisions quoted); Changes to the project requirements or changes to content supplied; additional project management fees may also apply.
- \* Client approval on design development

#### STAGE 5: FINAL PROOFING AND CLIENT APPROVAL

##### For Print

- \* Full presentation of completed material
- \* Tweaks and any minor corrections made
- \* Review and final proofing and sign off, final artwork approval

##### For Web

- \* Once a website is transferred to the clients live server,
  - The client can undertake any content entry;
  - Engage Sauce Design for client training;
  - It is the clients responsibility to carry out final content proofing before site goes live, this includes but is not limited to: All page content; SEO content, image optimisation.

#### STAGE 6: DELIVERY OF FINAL PRODUCT

- \* Upon final sign off—remaining 50% account will be invoiced
- \* Delivery on receipt of payment—any print material will be C.O.D.
- \* Supply of logo artwork files will be provided in the following formats only: EPS (vector); high res TIFF; PDF; JPG and PNG. If you require extra formats / sizing or additional versions of the artwork or print layout a service fee will be charged. Fonts will not be supplied unless purchased by the client
- \* **For web:** Client request to publish their site—sites will be sent live upon receipt of all final project payments. Sites may take between 12 and 72 hours to propagate across the web
- \* PLEASE NOTE: Website hosting via a 3rd party provider must be paid in full as an annual up-front fee; hosting fees are non-refundable

## SAUCE DESIGN COMPANY POLICY

Unless otherwise agreed upon no working files will be supplied at the completion of your project. Working files include: Layered Photoshop files, Packaged Indesign files, Illustrator files or Typefaces.

### RISKS & ASSUMPTIONS

The quotations are based on the following assumptions:

- \* All content and resources as outlined in the proposal will be supplied in a digital or suitable format. This includes existing text, logo and photos
- \* The client, prior to delivery to Sauce Design, will have signed off all project specification internally - this includes all content, contact details, job assets, images, requirements.
- \* The client must disclose full details of their websites current functionality or new site requirements prior to engagement. Any changes to the website development requirement or requested changes will be treated as a separate job and charged at a per hourly rate or on a quote basis if requested.
- \* The client will meet all delivery and approval dates

The quotation has the following risks:

- \* The budget and time frame for delivery will be increased due to unforeseen work such as but not limited to:
  - Additional content editing after delivery
  - Additional design work requested by the client
  - Client requests for changes to the specified requirements
  - Additional unforeseen work, project management, consultation or support on a project, necessary to complete the job; such as but not limited to: content changes; image correction; logo correction; issues with website hosting; domain related issues; mailbox setup or email issues; testing; sign-offs; Pre-press proofing and document checks; Packaging files for supply
  - All additional account project management or administration such as but not limited to: client consultation, meetings, phone calls, emails, account or billing enquiries or requests.
- \* The timeline for delivery of the project will be pushed back due to client missing delivery and approval dates
- \* **WEBSITES:** Any issues arising from a client's third party application, software, database or platform falls outside of the scope of our quotation, such as but not limited to: Risks include unforeseen connectivity or website functionality. Additionally any requested changes to

the functionality of a third party application, software, database or platform may not be possible. Any costs incurred during development work, maintenance or support will be charged at a per hourly rate.

- \* Any support provided by: phone, email or in person will be charged at our per hourly rate. Our support is charged in 15 minute blocks, a minimum of 1 hour will be billed any time that remains can be used as a credit for the next 6 months:
  - Support commences at the completion of the testing phase (development sign-off) of your website development and includes requests for: content management; web development; general website support; mailbox support; SEO, image optimisation, print and other applications.

### CLIENT RESPONSIBILITIES

The client or client's agent must be empowered to manage the project from the clients end. This includes:

- \* Delivery of approved content, clearly labelled for the project
- \* Signing off (approving) work before moving to the next stage
- \* Meeting client timelines for approvals and content delivery
- \* Client content not supplied in a timely fashion may result in your project being reprioritised in our schedule of projects, i.e. your project will lose it's place in our working schedule
- \* Websites built with a content management system (CMS): it is the client or client's agent's responsibility to approve and manage all content uploaded to their site (unless they contract Sauce Design to manage specific content) this includes:
  - Page content: Text, PDFs, Word documents, links, etc
  - Correctly optimised images and files
  - SEO: all search engine meta data: SEO title, description and keywords, image alt tags.
- \* WordPress Websites - after handover/client access to site, any client uploads/installation to the site of third party plugins and software is not covered by our Annual Wordpress Version & plugin Version upgrade service (formerly 12 months website & plugins upgrade service) and additional costs may be incurred. This includes but not limited to: third party plugins / software / applications / additional site functionality - it is the clients responsibility to ensure the integrity, compatibility and security of any modifications to their site.

## MAINTENANCE / SERVICES

### DESIGN SERVICES

Requests by the client for follow up assistance or service after project completion— such as but not limited to: additional design; additional files/formats or artwork modifications; project administration — will incur a fee. Sauce Design will provide a quote at the client's request. Client requests for file supply etc may incur a service fee. General enquiries may be dealt with at no cost, however should in-depth examination or research which may incur costs be required the client will be advised and approval requested to proceed.

### WEB SERVICES

Website maintenance & support requested after delivery —such as but not limited to: content entry; additional design; site changes; content management questions; web development; general website support; project account management; mailbox support; hosting or server side support; SEO; image optimisation; print and other applications — will incur a fee. Sauce Design will provide a quote at client's request. Client requests for file supply etc may incur a service fee. General enquiries may be dealt with at no cost, however should in-depth examination or research be required which may incur costs the client will be advised and approval requested to proceed.

### ANNUAL WORDPRESS VERSION & PLUGIN VERSION UPGRADE SERVICE (12 MONTHS WEBSITE & PLUGINS UPGRADE SERVICE)

Estimates only are supplied for this service as WordPress sites are built with a combination of third party software that may from time to time require more than a standard upgrade due to unforeseen events such as but not limited to: software conflicts between WordPress core upgrades and other installed third party plugins, plugin incompatibility with WordPress core upgrades.

We will backup your website and database, and then upgrade your plugins and WordPress version as required when updates become available.

Site functionality testing by the client or clients agent is required after each upgrade to test that all plugins and functionality is working. The client must notify Sauce Design of any issues in writing providing details of the error and if possible screen grabs.

Services outlined include:

- Wordpress core version upgrade
- Plugin version upgrades
- Site content and database backup

Services NOT included:

- General site support such as but not limited to: assistance with your CMS and content updates.
- Server side/ Hosting issues
- Domain issues
- Email issues
- Compromised site i.e: site breach/hacks, malicious software, compromised plugins or database

While we take steps to harden security of your stand-alone WordPress site, any website application or content hosted online is potentially vulnerable to attack. Sauce Design cannot not guarantee absolute site security and cannot be held liable for any compromise to a clients site.

### If a site is compromised

- \* We will notify the client and the hosting company as soon as we become aware of the issue.
- \* Clients can choose to engage Sauce Design at a per hourly rate to clean and monitor a site after a breach.
- \* Alternatively we recommend clients can choose to engage a third party specialist to undertake this process, any administration or support requests from the client or the third party specialist will be charged at a per hourly rate as per our support services.

## TERMS OF ENGAGEMENT

### PAYMENT

1. Terms of payment to be made as follows:
  - 50% initial engagement fee on acceptance of proposal
  - 50% on final approval—to proceed with printing; website development completion; or delivery of digital material. Sites will not be supplied, transferred to host or published live until full payment is received.
  - Payment Terms: Seven (7) day terms (all invoiced amounts to be paid on or before seven (7) days after date of invoice), thereafter interest shall apply at the rate of 12% p.a. on any outstanding balance.
  - Annual fees for; software, system licensing, hosting, support, training packages are to be paid in advance and are nonrefundable and nontransferable.
  - It's the clients responsibility to read any hosting providers terms for information on services or cancellation policy.
  - The client shall pay the contract price for the work to be performed to Sauce Design
  - All payments are non-refundable and required even if deliverables are not used by client.

### CLIENT INFORMATION

2. The client shall provide Sauce Design with such information and particulars of the client's requirements as Sauce Design may reasonably require i.e. delivery of content on time, late delivery will push the deadline for the delivery date the equivalent number of days that the information is late.

### VARIATIONS

3. Any variations to the work required by the client will be subject to written confirmation by both parties and may be subject to a variation of the fees payable. Additional work requested by the client, not in the original scope of the contract may be subject to additional fees as explained in the *Maintenance / Service Fees* section of this Agreement.

### RE-EVALUATION OF ESTIMATE

4. Upon client engagement Sauce Design reserves the right to re-evaluate the estimate upon receipt of all project content specifications.

### DELIVERY DATE

5. For every day the client delays approval of each stage, Sauce Design may extend the delivery date for the deadline.

### REIMBURSEMENT

6. In addition to the contract price to be paid by the client Sauce Design shall be entitled to be reimbursed for all reasonable out-of-pocket expenses; including; software licenses or subscriptions, image purchases, typeface purchases, travelling, photocopying, phone calls, photography, printing, accommodation and the like; details of such out-of-pockets to be furnished to the

client by Sauce Design.

### COPYRIGHT

7. Copyright law is in accordance with Copyright Act 1968 (Cth) and common laws of Australia. Additional applications of the work outside the original intended purpose including additional licenses and/or assignment of copyright interests are subject to written consent by Sauce Design. Market rates apply for such additional applications including modifications to original work.

### DISCLOSURE

8. Neither party to this agreement shall disclose any information relating to this agreement or to the design work conceived and provided by Sauce Design without the consent of the other.

### ENGAGEMENT

9. Upon the client's acceptance of this quote Sauce Design reserves the right to re-evaluate the estimate upon receipt of all project content specifications.
10. Sauce Design PTY LTD requires that any business entering into a contract with Sauce Design must have all their taxes paid up-to-date as per Australian Taxation Office regulations.

### WEBSITE HOSTING

11. Sauce Design does not provide inhouse website hosting for client sites (please refer to your 3rd party web hosting providers terms and conditions)
12. You will be responsible for all charges incurred in relation to your Space and any misuse of the Space. This liability applies whether it was you, a person authorised by you or an unauthorised person using your Space.

### ONLINE INFORMATION AND CONTENT

13. You are solely responsible for the selection, dissemination and use of information made available via the service. .

### OWNERSHIP - WEBSITES

14. You own the content, images, text and user inputted data in your site. Nothing in this agreement assigns to you any copyright ownership or intellectual property rights in the provided website system, code, open source code, templates, database structures, administration interface or system documentation.

### EXCLUSION OF LIABILITY - FOR ONLINE MEDIA

15. Sauce Design does not accept, and excludes fully as it is legally able to do so, all responsibility and liability for information accessed through your Website. You understand that the service and the Internet may not be secure or confidential and that your information may be intercepted, read, or interfered with by an unauthorised person. You are responsible for the selection and use of any security features in relation to internet transmissions. Sauce Design is not responsible for any disclosure of

confidential information occurring through the service. You acknowledge that there is potential risk of damage to your software, hardware or stored information through computer malfunctions, viruses or worms, to which your computer may be exposed through provision of the service. Sauce Design is not responsible for any damage suffered as a result of exposure to these or other potential dangers. You are responsible for maintaining back-up copies of stored information. You are responsible for the initiation and maintenance of any security features, software or procedures to minimise these types of risks.

Except where this Agreement states otherwise, Sauce Design excludes all warranties (whether express, implied or statutory) relating in any way to the service to the fullest extent it is legally able to do so. Sauce Design's liability for breach of any warranty implied into this agreement by statute, which cannot be excluded, is limited to the supply of the service again or, at Sauce Design's option, to payment of the costs of having the service supplied again.

## WHAT ARE YOUR DUTIES IN RELATION TO THE INTERNET?

16. You must not use the service in any way which might interfere with, disrupt or impair the Internet, the service, the equipment or access to the service by other users. You must not transmit or disseminate on the Internet any viruses or worms. You must not transmit or disseminate on the Internet any material that is harassing or threatening or any material that is defamatory. You must not use the Internet or the service for any illegal purpose, transmit information illegally or do any act, which is illegal under any law.
17. You must not do anything, which will or may constitute an infringement of copyright. You must not make available any information, which will or may leave Sauce Design liable to any civil or criminal penalty or any claim by any person or which may cause loss or damage to Sauce Design or to any person. Sauce Design may notify you from time to time of operating rules relating to use of the service. You agree you will observe these rules. Failure to do so will be a breach by you of the Agreement entitling Sauce Design to immediately terminate the Agreement and the service.

## YOUR IDENTITY

18. You warrant the name and address and other identification details you provide to Sauce Design are correct. You must notify Sauce Design if any of these details change. You authorise Sauce Design to provide your name, address and other information identifying you to any person or government or other authority if required to do so by law, or in circumstances where, in the reasonable opinion of Sauce Design, disclosure is necessary to protect Sauce Design against any actual or potential claim by another person which may, in

the reasonable opinion of Sauce Design, cause loss or damage to Sauce Design.

## YOUR LIABILITY

19. You acknowledge that you will be liable for any damage caused by any breach of this Agreement by you or anyone else using your Website. You indemnify Sauce Design against any claims by any other party arising out of your actions or the actions of someone using your Website. This indemnity includes, without limitation, claims because of the transmission or propagation of any illegal, fraudulent or offensive material by you or another person using your account. The indemnity also includes claims because of any use of the service or action, which infringes the copyright, or other intellectual property rights of any other party.

## WEB HOSTING AND SUPPORT SERVICES

20. The provisions of web hosting and support services will be at the complete discretion of Sauce Design as per service provider agreements maintained by them.

## TERMINATION OF THE CONTRACT

21. This agreement may be terminated at any time:
  - By the client:
    - By serving (for web 1 months) written notice on Sauce Design and on payment of all fees and out-of-pocket expenses then due to Sauce Design
    - Cancellation of the service by the client must be in writing, any costs incurred will be invoiced to the client as a final account, this includes any engaged contracts cancelled prior to delivery.
    - Hosting cancellation: Either you or Sauce Design may end this Agreement by giving one month's written notice to the other. Sauce Design may also end this Agreement and the provision of the service immediately and without prior notice to you if you breach any provision of this Agreement or if it reasonably considers you have misused the service.
  - By Sauce Design by notice in writing to the client if:
    - Any amounts owing remains unpaid for fourteen days (14), after Sauce Design has made request for payment
    - If the client is otherwise in breach of this agreement
22. All quotations are valid for 30 days.

## HOSTING TERMS

Please refer to your hosting providers terms

## QUOTE ACCEPTANCE: [CLIENT ENGAGEMENT]

Your signature on the quote acceptance [client engagement] form or written approval implies that you have read and agree to these terms and conditions.

## IF YOU ARE A NEW CLIENT:

Please fill out the client details form (page 8) and email to [support@saucesign.com.au](mailto:support@saucesign.com.au) together with your quote acceptance.

**PLEASE FILL IN YOUR DETAILS AND EMAIL THIS FORM  
TO SUPPORT@SAUCEDESIGN.COM.AU**

## CLIENT DETAILS REQUIRED

FULL BUSINESS NAME/ ORGANISATION:

TYPE OF ENTITY (I.E. COMPANY, SOLE TRADER):

ABN / ACN:

REGISTERED BUSINESS ADDRESS:

BILLING ADDRESS  
(IF DIFFERENT FROM ABOVE):

PHONE:

MOBILE:

BILLING EMAIL ADDRESS:

PLEASE NOTE ALL WORK CARRIED OUT BY SAUCE DESIGN MUST BE AUTHORISED BY THE  
BUSINESS OWNER / DIRECTOR OR A PERSON THAT THEY WISH TO NOMINATE AS THEIR AGENT

BUSINESS OWNER / DIRECTOR ONLY:      Print Name:

Signature:

Date:

NOMINATED AGENT:      Print Name:

Signature:

Date:

Email: