

Terms & Conditions



This document defines the terms & conditions of our working relationship. Unless otherwise agreed in writing by both parties, the terms stated herein will apply from acceptance of the quotation.

The “**KMC**” referred to herein is Kristy Morton Consulting.

The “**Client**” referred to herein means a person or entity requesting the Services.

1 General

- 1.1 Goods, services and intellectual property remain the property of KMC as to such time as paid in full.
- 1.2 All reusable components (plugins and themes purchased by KMC) remain the property of KMC. The Client may purchase licencing themselves and retain the components.
- 1.3 There are Affiliate arrangements between KMC and some third party suppliers selected.

2 Payment Terms

- 2.1 All prices quoted exclude GST.
- 2.2 Our payment schedule for project work is as follows:
 - 50% deposit required before project commences
 - Final 50% will be invoiced after final sign-off, before handover
- 2.3 For monthly services provided, payment of each instalment shall be in advance.
- 2.4 Payment terms are strictly 7 days from date of invoice.
- 2.5 In the case of payment default, KMC reserves the right to withdraw services provided and shall not be liable for any losses (including loss of projected profits), costs or claims caused by such actions.
- 2.6 If any indications of inability for the client to complete payment arise prior to completion of works, KMC reserves the right to seek outstanding monies prior to delivery of same.
- 2.7 Any costs associated with recovery of unpaid monies will be charged direct to the Client should a default of payment occur.
- 2.8 In the event of cancellation of the project prior to completion, the client must pay KMC a fee for work completed, based on the contract price and expenses incurred.
- 2.9 Should the client be uncontactable for 30 days the project will be deemed as cancelled and fees charged as per 2.8. This includes costs for hosting and domains. If this payment is not received by the due date, KMC will terminate hosting. No backup is required to be held by KMC.
- 2.10 Changes in scope will require a new project brief and quote and additional payment to meet the 50% deposit value.

- 2.11 Invoices issued by Sandcastle Group Pty Ltd, T/A Kristy Morton Consulting.

3 Subcontractors

- 3.1 KMC reserves the right to assign subcontractors or external suppliers. Any subcontractors or external suppliers will be bound to the terms of this agreement.

4 Promotion

- 4.1 The Client agrees to allow KMC to link to the completed website in their collection of works completed.

5 Copyright

- 5.1 The Client is responsible for all trademark, service mark, copyright and patent infringement clearances and indemnifies KMC against any loss or damage incurred directly or indirectly from any unauthorised use of photographs, text or other intellectual property not under copyright ownership of the client.

6 Force Majeure

- 6.1 KMC shall not be deemed in breach of this agreement if they are unable to complete the services or any portion thereof by conditions beyond their control, including, but not limited to, Acts of God, Government Restrictions or any other events beyond the reasonable control of KMC (a Force Majeure Event). Upon occurrence of a Force Majeure Event KMC shall give notice to the Client of its inability to perform or delay in completion of the project and shall propose revisions for the same.

7 Liability

- 7.1 All liability, warranty, legal or other claims are limited to the value of the work.
- 7.2 The Client agrees that they shall not hold KMC liable for any losses (including loss of projected profits), costs or claims caused by website mistakes or omissions, or by failure of certain material to appear on the internet on a given date. This includes loss of data resulting from delays and/or service interruptions by associated companies or third party delays including domain names, FTP and web hosting.