BOHEMIADESIGN

PROPOSAL

This **Proposal** including the:
Scope, Services and Project Brief; **Client Responsibilities** and **Terms and Conditions**, together make up the contract between, **you**, The Client and, **Bohemia Design**, the **Designer** upon acceptance of the **Proposal**.

PART A – ACCEPTANCE OF THIS PROPOSAL AND TERMS OF ENGAGEMENT
By indicating that **you** accept this **Proposal you**:
1.accept the terms of the **Proposal** as set out in this document and the **Terms and Conditions**;
2.declare that all the information **you** have given **us** is accurate and not misleading and **you** are aware that **we** are relying on it.

How to accept this Proposal
By giving **Bohemia Design** instructions to proceed verbally and / or via email; and / or accepting the initial quote and paying the initial deposit.

PART B – SCOPE, SERVICES AND PROJECT BRIEF
The Scope, Services and Project Brief may be provided to The Client as part of your initial quote or may be specifically documented and outlined in a Project Brief which is emailed to The Client prior to commencing any work and prior to receiving the project's deposit payment.

PART C – CLIENT RESPONSIBILITIES
In connection with Bohemia Design's **provision of the** Services**,** The Client **will perform the tasks, furnish the personnel, provide the resources, or undertake the responsibilities (as the case may be) specified below:**

Internet processes
The Client will be solely responsible for determining the existence of, and complying with, any and all of the following that are applicable to electronic transactions, commerce, processes, or activities conducted over the Internet or any electronic network: This includes security of its network and performance.

Content
Any content contribution by The Client or third party in connection with this engagement; and any use by The Client of the Deliverables and The Client's posting to its website, or transmission over the Internet, of text, images, software, music, video, or other information;

Sale of Goods & Links
The Client's sale, or offering for sale, of any goods and Services via its website or otherwise over the Internet;
Any linking, framing, or distribution of electronic mail in connection with The Client's website which is illegal, unlawful, or which infringes another person's intellectual property rights, or which otherwise constitutes network abuse ("Misuse") and The Client agrees to indemnify Bohemia Design for any liability, cost and expense incurred by Bohemia Design as a result of any such Misuse.

Email communications
You agree that **we** will use the **Internet** to communicate with **you**, including to send, subject to any applicable law to the contrary which cannot be excluded, designs, materials, programmes, which may be sensitive or confidential. **You** acknowledge and agree that:
(a) the communication may be interrupted or received, viewed or intercepted by a person other than the intended recipient or may not be received at all;
(b) **you** will be responsible for virus scanning incoming communications and **we** do not warrant that the communication will be free from computer viruses or other defects; and
(c) subject to any applicable law to the contrary which cannot be excluded, we will not be liable to you or to any other person for loss or damage however caused, and whether by negligence or otherwise, resulting from communicating with you via the Internet.

Stock Photography
All images must be supplied by The Client to Bohemia Design. Stock Photography may be purchased by The Client – www.depositphotos.com at their own expense.

Additional Assets, Programs and or Materials:
Assets, external Programs from the internet and or any other Material needed to enhance The Client's website will be purchased at The Client's expense. Bohemia Design shall discuss any purchases necessary if the case arises, prior to doing any implementation to the website.

PART D – PRODUCTION TIMELINE
PRIOR TO PROJECT COMMENCEMENT

A Quote and Proposal is submitted to The Client for **their perusal.**
COMPLETION DATE: Normally 30 -40 days **(subject to change depending on Project Brief and The Client's content deliverables).**

COMMUNICATION
A face to face meeting may be conducted between The Client and Bohemia Design in order to ascertain the Project Brief and Specifications. A face to face meeting may be conducted at the end of the Production Phase to oversee the project scope and for training. Bohemia Design will be communicating with The Client predominantly via email throughout the project development process.

PRE-PRODUCTION PHASE
Bohemia Design will work closely with The Client in order to outline project specific needs.

Deposit due upon acceptance of Proposal
30% of total estimated costs is billed to The Client before the pre-production phase of the project.

Your Project Template Design
No more than 1 **Prototype template** design will be produced for The Client based on discussions with The Client and Project Brief.

Template Changes
The Designer may make up to 6 minor changes to the template design. If more changes are required - that includes re-designing the entire website template, this will be billed at **$110.00 per hour or part thereof**.

Milestone Sign Off
The Client may/may not need to complete the Milestone Sign Off form before the Designer moves on to the Production Phase.

PRODUCTION PHASE
Creation, design and Programming
The design is transformed into a prototype website which you can view online at any time of the development process on Bohemia Design's server. All work is developed as outlined in the Project Brief or Quote. All relevant assets are submitted by The Client for use in project - including images, sound, video and copy etc.

Content (and Content for Content Managed System users)
The Client's content will need to be provided to Bohemia Design as early as possible and by the scheduled dates in order to keep the project to schedule. Content includes any files, text or images you would like added to your website. The addition of Content is factored into the estimated costs of your website. Content Managed System package normally include the addition of content as a set-up only – up to 12 pages will be produced by Bohemia Design – all other pages will be added by The Client in order to practice the use of their website content managed system. Users will be trained on how to update and manage their content using **Joomla!** content managed system. All changes will be left up to The Client unless The Client wishes the Bohemia Design to do this for them at an agreed fee with the hourly rate at **$110.00**.

Testing & Training
Testing will be performed throughout the production phase and post production phases. Up to 1 x 60 minute training session with The Client will be conducted for use on Content Management Systems. **Bohemia Design's** Training Fee is **$250.00 which is included in the initial quote**.

POST-PRODUCTION PHASE
Testing - Final Testing will be performed.
Final Invoice & Launch
Final invoice will be emailed to The Client during this phase.

Payment terms are STRICTLY 7 DAYS. The Client's website is uploaded to The Client's nominated web host server and launched once final invoice payment has been received into Bohemia Design's nominated bank account.

TERMS AND CONDITIONS

1. PAYMENT TERMS
1.1 Time for payment: The Client must, **within 7 days** of the date in which the goods were received, pay to **Bohemia Design** the total amount set out in the invoice. **Bohemia Design** may:
(a) alter terms of payment with effect from the date it notifies The Client of such change; and
(b) impose a credit limit at any time, which may be altered at **Bohemia Design 's** discretion with effect from the date **Bohemia Design** notifies The Client of such alteration. Where the credit limit is exceeded then, notwithstanding anything to the contrary, **Bohemia Design** may with immediate effect and without further notice;
(i) refuse to supply Goods to The Client; or
(ii) require security in a form satisfactory to **Bohemia Design**; or
(iii) alter terms of payment to cash on delivery.
1.2 Late Payment Fee: If The Client does not make payment by the due date or is more than 20 days overdue in payment, **Bohemia Design** will charge a Late Fee of $150.00 in addition to amounts not

paid within the time specified in clause 1.1, and may cancel any Orders in existence (without prejudice to any other rights or remedies of **Bohemia Design**).
1.3 Advance and progress payments: **Bohemia Design** may:
(a) issue a pro forma invoice for the amount of the Estimate before commencing the Order, if **Bohemia Design** has not previously done work for The Client or otherwise considers it prudent;
(b) if **Bohemia Design** is of the view that completing the Order will take more than a month,at any time before the Order is completed, issue one or more invoices for a proportion of the amount of the Estimate (the proportion to be at **Bohemia Design 's** discretion) or require a proportion of the Estimate to be paid in advance of any Work being done.
1.3 Suspension of Work: If the Order is suspended for more than 20 days at the request of The Client or as a result of something for which The Client is responsible, **Bohemia Design** may issue an invoice for a particular sum (to be specified by **Bohemia Design**) for the Work already completed and for other costs incurred by
Bohemia Design (including, by way of example but without limitation, storage costs).
1.4 Damages: The Client must pay to **Bohemia Design** any costs, expenses or losses incurred by **Bohemia Design** as a result of The Client's failure to pay to **Bohemia Design** on the due date all sums outstanding from The Client to **Bohemia Design** (including, without limiting the generality of the obligation set out in this clause, any debt collection and legal costs). If a payment is not made for more than **20 days**, **Bohemia Design** reserves the right to contact their legal team to pursue any monies owing to **Bohemia Design and will issue a Late Payment fee of $150.00 in addition to any monies owing. Bohemia Design** also reserves the right to remove any online and live content until such payment has been made.

2. FEES
2.1 Invoice: When the Order has been completed, **Bohemia Design** may issue an invoice to The Client for the amount of the Estimate or, if no Estimate was given, an amount representing **Bohemia Design 's** charge for the Work done, and for any of the other charges incurred.
2.2 Charges additional to Estimate: In addition to the Estimate, **Bohemia Design** may charge to The Client the following, except to the extent that such costs are expressly included in any Quote:
(a) fees for any Preliminary Work performed at The Client's request;
(b) fees for Additional Work required to be done as a result of The Client changing The Client's instructions;
(c) fees for having to work off poor copy;
(d) fees for additional proofs required;
(e) fees for work which involves tables or foreign language and which was not notified to **Bohemia Design** before the Quote was prepared;
(f) fees for additional work required to be done as a result of author's corrections, including repagination or reformatting;
(g) fees and other charges for work required to be done urgently, including any overtime costs;
(h) fees for handling or storing material or equipment supplied by The Client for the purposes of the Order;
(i) fees for changing or correcting, in order to ensure that the Goods are properly produced, any plates, film, bromides, artwork or any document including computer files, or any other materials which are unsuitable or substandard (including any supplied in accordance with clause 10.,supplied for the purposes of the Order by The Client;
(j) freight and/or installation costs and charges;
(k) other charges, fees or disbursements referred to in these **Terms and Conditions** and not specified in this clause.
2.3Under / Over-Supplies: The Client acknowledges that while **Bohemia Design** will make every endeavour to produce the exact number of items in the Order, owing to human and/or machine/computer error the number of items actually produced maybe up to 5% over or under the

number specified in the Order. Where such a discrepancy occurs, **Bohemia Design** will adjust the amount charged to The Client at a pro-rata rate to reflect the actual number of items produced.
2.4 Alterations to style etc: If, before the Quote is prepared, The Client does not give **Bohemia Design** specific instructions in relation to style, type or layout:
(a) **Bohemia Design** may use any style, type and layout which, in **Bohemia Design's** opinion, is appropriate; and
(b) **Bohemia Design** may charge an additional amount for any additional work required to be done (including the production of additional proofs and compiling training manuals) as a result of the Customer subsequently altering the style, type or layout used by **Bohemia Design**.
2.5 Overset: The Client must pay for overset matter (being matter produced on The Client's instructions but not used in a publication for which it was intended).The Client may instruct **Bohemia Design** to retain overset matter for future issues of the publication or to discard the overset matter.
2.6 GST and Taxes: **Bohemia Design** is not obliged to charge GST as a small business. **Bohemia Design** IS NOT registered for GST purposes.

3. DELIVERY
3.1 Time and Place: Delivery is to be made at the place specified in the Quote. Anytime stated for delivery is an estimate only. **Bohemia Design** is not liable for any delay in delivery.
3.2 Collection: Where The Client is to collect the Goods, The Client must do so from **Bohemia Design's** premises upon being notified by **Bohemia Design** that the Goods are ready for collection.
3.3 Freight costs: If **Bohemia Design** agrees to deliver the Goods, The Client shall bear all freight costs and charges associated with that delivery, which shall include (but not be limited to) all costs and expenses incurred by **Bohemia Design** in removing the Goods from its premises, whether by way of actual or attempted delivery to The Client or otherwise.
3.4 Rejection: The Client may only reject the Goods if they do not comply with the Order. If The Client wishes to reject or make a claim for discrepancy in respect of an Order, The Client must notify **Bohemia Design** in writing with full details and supporting evidence of the alleged non-compliance:
(a) if **Bohemia Design** is required to deliver the Goods to The Client's premises – within 7days of delivery;
(b) otherwise – within 7 days of notification that the Goods are ready for collection.
3.5 Refusal: If The Client refuses to accept delivery of any Goods, **Bohemia Design** may charge The Client for any additional costs incurred as a result, including storage and transportation costs.

4. RISK
4.1 Risk: The risk of any loss, damage or deterioration of the Goods passes to The Client:
(a) if **Bohemia Design** is required to deliver the Goods to The Client's premises – at the time of delivery;
(b) otherwise – at the time **Bohemia Design** notifies The Client that the Goods are ready for collection.
4.2 Risk on rejection: If The Client validly rejects the Goods in accordance with these Terms and Conditions, risk in the rejected Goods reverts to **Bohemia Design**:(a) if the Goods are at **Bohemia Design** premises, at the time The Client notifies **Bohemia Design** that the Goods are rejected;
(b) if the Goods are in the possession of The Client, at the time that the Goods are returned to **Bohemia Design** (in the same condition in which they were delivered to The Client) during usual business hours and **Bohemia Design** acknowledges receipt of them.

5. OWNERSHIP
5.1 Retention of ownership: Until The Client has paid all sums outstanding in relation to the Goods and all the other amounts owing by The Client to **Bohemia Design** from time to time:
(a) title in the Goods shall not pass from **Bohemia Design** to The Client;

(b) if the Goods are in The Client's possession, The Client holds the Goods as trustee for **Bohemia Design** and must store the Goods separately and clearly identify them as the property of **Bohemia Design**;
(c) **Bohemia Design** may call for and recover possession of the Goods (for which purposes **Bohemia Design** employees or agents may enter The Client's premises and take possession of the Goods with liability to The Client) and The Client must deliver the Goods to the Printer if so directed by the **Bohemia Design**.
5.2 Ordinary business: The Client may, in the ordinary course of The Client's business, use the Goods or sell the Goods to a third party for full consideration but:
(a) the proceeds of sale and any book debt created upon the sale of the Goods to the third party shall be held by The Client as trustee for **Bohemia Design** and The Client must account to **Bohemia Design** for those sums; and
(b) if **Bohemia Design** requires, The Client must assign to **Bohemia Design** The Client's claim against the third party and must execute all documents necessary to effect that assignment; provided that the authority under this clause shall be revoked from the time that an Event of Default occurs or **Bohemia Design** notifies The Client that is revoked.
5.3 General lien: **Bohemia Design** shall, in respect of all sums owned by The Client to **Bohemia Design**, have a general lien on all property of The Client in **Bohemia Design 's** possession and may, after 14 days' notice to The Client, sell that property and apply the proceeds (net of any sale costs) in satisfaction of all or any part of the sums owed. In the event that any of The Client's property held by **Bohemia Design** as aforesaid enjoys copyright protection in favour of The Client, The Client hereby grants to **Bohemia Design** a licence to exercise the rights conferred on **Bohemia Design** under this clause.
5.4 Insurance: Until property in the Goods passes to The Client, The Client shall keep the Goods insured in the name of **Bohemia Design** and The Client for the irrespective rights and interests and will produce to **Bohemia Design**, upon demand, evidence of such insurance. If The Client fails to so insure the Goods, **Bohemia Design** may do so and the cost of such insurance shall be payable by The Client to **Bohemia Design** upon demand.

6. LIABILITY
6.1 Non-excludable Rights: The parties acknowledge that, under applicable State and Commonwealth law, certain clauses, conditions, guarantees and warranties maybe implied in these Terms and Conditions and there are rights and remedies conferred on The Client in relation to the provision of the Goods or of services which cannot be excluded, restricted or modified by agreement ("Non-excludable Rights").
6.2 Disclaimer of Liability: Except for Non-excludable Rights, **Bohemia Design** accepts no liability for:
(a) any claim by The Client or any other person, including without limitation, any claim relating to or arising from all clauses, conditions, guarantees and warranties expressed or implied, and all rights and remedies conferred on The Client, by statute, the common law, equity, trade, custom or usage or otherwise; and
(b) any representations, warranties, conditions or agreement made by any agent or representative which are not expressly confirmed by **Bohemia Design** in writing ;and the liability of **Bohemia Design** for any such matters is hereby excluded.
6.3 Defective Goods: Where (and to the extent) permitted by law, the liability of **Bohemia Design** for a breach of a Non-excludable Right is limited, at **Bohemia Design 's** option; to the remedy or repair, replacement or re-supply of the Goods and/or any services whichever is the lesser provided that:
(a) all claims for defective Goods are reported to **Bohemia Design** within 48 hours of delivery; and
(b) all such claims are fully documented giving details of supply and the alleged damage or defect.
6.4 Indirect losses: Notwithstanding any other provisions of this agreement, **Bohemia Design** is in no circumstance (whatever the cause) liable in contract, tort (including, without limitation, negligence or breach of statutory duty) or otherwise to compensate The Client for:

(a) any increased costs or expenses;
(b) any loss of profit, revenue, business, contracts or anticipated savings;
(c) any loss or expense resulting from a claim by a third party; or
(d) any special, indirect or consequential injury loss, damage or expense whatsoever and howsoever arising.
6.5 Force Majeure: **Bohemia Design** will have no liability to The Client in relation to any loss, damage or expense caused by **Bohemia Design 's** failure to complete the Order or to deliver the Goods as a result of act of God, fire, flood, tempest, earthquake, riot, civil disturbance, industrial dispute, theft, crime, strike, lockout, work stoppage or other labour hindrance, breakdown, act of war (whether declared or not),sabotage, insurrection, epidemic, national emergency (whether in fact or law), requirements of restriction of, or failure to act by, any government, local body or judicial entity, the inability of **Bohemia Design 's** normal suppliers to supply necessary materials or any other matter beyond **Bohemia Design 's** control.
6.6 Electronic data: Without limiting the generality of the foregoing clauses, **Bohemia Design** will not be liable to The Client for loss, however caused, of any data stored on disks, tapes, compact disks or other media supplied by The Client to **Bohemia Design**.
6.7 Proofs: If **Bohemia Design** submits to The Client a proof of the Goods **Bohemia Design** will not be responsible for any errors in the Goods which appeared in the proof and which were not corrected by The Client before the Order was completed. There is no guarantee that production prints exactly match colour proofs because of variations in proof preparations methods and substrates. However **Bohemia Design** will endeavour to provide a commercially acceptable finished product.

7. THE CLIENT'S PROPERTY
7.1 Material supplied by The Client: If **Bohemia Design** and The Client agree that The Client is responsible for supplying materials or equipment for the purposes of the Order.
(a) The Client must supply sufficient quantities of materials to allow for spoilage, such quantity to be specified by **Bohemia Design**
(b) **Bohemia Design** will not normally count or check the materials and if requested by The Client to do so, may change for counting or checking;
(c) **Bohemia Design** will not be responsible for any defects in the Goods which are caused by defects in or the unsuitability of materials or equipment supplied by The Client;
(d) property in any materials supplied by The Client and incorporated into the Goods passes to **Bohemia Design** at the time of incorporation.
7.2 Property left with **Bohemia Design**: If The Client leaves property in **Bohemia Design 's** possession without specific instructions as to what is to be done with it, **Bohemia Design** may, six months after gaining possession of the property, dispose of or sell the property and retain any proceeds of sale as compensation for holding and handling the property.
7.3 Responsibility to insure: **Bohemia Design** has no obligation to insure any property of The Client in **Bohemia Design's** possession. The Client must pay the cost of any insurance arranged by **Bohemia Design** at the request of The Client.
7.4 The Client's property: **Bohemia Design** will hold any property of The Client at The Client's risk.

8. INTELLECTUAL PROPERTY AND OWNERSHIP OF PRINTING MATERIALS and COPYRIGHT
8.1 Ancillary materials: Unless **Bohemia Design** and The Client agree otherwise in writing, drawings, sketches, painting, photographs, designs, typesetting, dummies, models, negatives, positives, blocks, engravings, stencils, dies, plates or cylinders, electros, stereos, disks, tapes, compact disks or any other media and other material produced by **Bohemia Design** in the course of or in preparation for performing the Order (whether or not in fact used for the purposes of performing the Order) are the property of **Bohemia Design.**
8.2 Copyright: The copyright in all artistic and literary works authored by **Bohemia Design** shall be the property of **Bohemia Design**. The Client:

(a) warrants that The Client has copyright or a licence to authorise **Bohemia Design** to reproduce all artistic or literary works supplied by The Client to **Bohemia Design** for the purposes of the Order and The Client hereby expressly authorises **Bohemia Design** to reproduce all and any of such works for those purposes; and
(b) must indemnify **Bohemia Design** against all liability, losses or expenses incurred by **Bohemia Design** in relation to or in any way directly connected with any breach of copyright or of any rights in relation to copyright; and
(c) is hereby granted a non-exclusive licence to use the copyright in any literary and/or artistic works authored by **Bohemia Design** for the purposes of the Order, provided that the exercise of such licence is conditional upon **Bohemia Design** having received all monies due to **Bohemia Design** under these Terms and Conditions.
8.3 Intellectual Property Rights: The Client warrants that the use by **Bohemia Design** or any designs or instructions supplied by The Client will not infringe any intellectual property of any other person and The Client indemnifies **Bohemia Design** against any claim relating to or arising from the infringement of any intellectual property of any other person.
8.4 Illegal matter: **Bohemia Design** is not obliged to print any illegal or libellous matter and The Client agrees to indemnify **Bohemia Design** against any claim relating to or arising from the printing of such matter.
8.5 Ideas: The Client must keep confidential and not use any ideas communicated by **Bohemia Design** to The Client without **Bohemia Design 's** prior written consent.
8.6 Electronic/magnetic media: All disks, tapes, compact disks or other media(other than media supplied by The Client) used by **Bohemia Design** to store data for the purposes of completing the Order are the property of **Bohemia Design.**
8.7 Storage of electronic data: **Bohemia Design** will not be responsible for storing any data on disks, tapes, compact disks or other media when the Order has been completed. If **Bohemia Design** agrees to store such data, **Bohemia Design** may charge for doing so.

9. GENERAL
9.1 Severability: Any provision in these **Terms and Conditions** which is invalid or unenforceable in any jurisdiction must be read down for the purposes of that jurisdiction, if possible, so as to be valid and enforceable. If that provision cannot be read down, then it is capable of being severed to the extent of the invalidity or unenforceability without affecting the remaining provisions of these Terms and Conditions or affecting the validity or enforceability of that provision in any other jurisdiction.
9.2 Governing law and jurisdiction: These Terms and Conditions are governed by the law in force in the State or Territory in which **Bohemia Design 's** premises are located and the parties submit to the non-exclusive jurisdiction of the courts of that State or Territory and any courts which may hear appeals from those courts in respect of any proceedings in connection with these Terms and Conditions.
9.3 Waiver: If **Bohemia Design** exercises or fails to exercise any right or remedy available to it this shall not prejudice the rights of **Bohemia Design** in exercising that or nay other right or remedy. Waiver of any term of this contract by **Bohemia Design** must be specified in writing and signed by an authorised officer of **Bohemia Design**.
9.4 Use of information: The Client agrees that any information given to **Bohemia Design** by The Client may be disclosed to a referee or a credit agency in order to establish information relating to The Client's credit worthiness.
9.5 Termination: Upon the occurrence of an Event of Default, **Bohemia Design** may terminate a contract or all or any contracts with The Client by notice in writing to The Client.

10. INTERPRETATION
10.1 In these Terms and Conditions:
"Additional Work" includes all Work undertaken by **Bohemia Design** as a consequence of The Clients

variation, alteration or modification of its instructions in relation to the Order.
"Business Day" means a day on which banks are open for general banking business in the State or Territory in which **Bohemia Design's** premises are located.
"The Client" means The Client for whom the Work is being carried out and where The Client is more than one person or entity, liability of The Client shall be joint and several.
"Estimate" means an estimate of cost for the Work contained in any Quote, as varied pursuant to these Terms and Conditions.
"Event of Default" means an event where The Client**:**
(a) fails to comply with the terms of any contract between The Client and the Printer including these Terms and Conditions; or
(b) being an individual is declared bankrupt or becomes of unsound mind; or
(c) enters into any composition or arrangement with its creditors or goes into liquidation (voluntarily or otherwise) or has a receiver or liquidator or trustee or statutory manager or administrator or inspector or similar official under any companies or securities or other legislation appointed over all or part of its assets, or any other such similar event;
(d) undergoes a change in its control or ownership, or has a conflict with **Bohemia Design's** interests or the interest of any party related to it which **Bohemia Design** considers sufficiently inappropriate;
(e) ceases or threatens to cease to carry on all, or substantially all of its business or operations;
(f) becomes or is declared insolvent or is unable or deemed to be unable to pay its debts, or stops or threatens to stop payments generally.
"Goods" means the final goods produced by **Bohemia Design** by completing an Order. "Order" means an order in respect of which a Quote has been given by **Bohemia Design's** and accepted by The Client in accordance with these Terms and Conditions.
"Preliminary Work" means all and any work performed by **Bohemia Design's** at The Client's express or implied request, the performance of which work was necessary to enable the Order to be commenced and which work was not within the reasonable contemplation of **Bohemia Design** at the time when **Bohemia Design's** supplied the Estimate.
"Quote" means the quote described in clause 2.1.
"Work" means the work that is the subject of the Order.
10.2 General: In these Terms and Conditions, unless the context otherwise requires:
(a) the singular includes the plural and vice versa;
(b) a reference to a clause is a reference to a clause in these Terms and Conditions;
(c) a reference to a party to these Terms and Conditions or any other document or arrangement includes that party's executors, administrators, substitutes, successors and permitted assigns;
(d) where an expression is defined, another part of speech or grammatical form of that expression has a corresponding meaning;
(e) a reference to a period of time (including, without limitation. A year, a quarter, a month and a day) is to a calendar period.
10.3 Headings: In these Terms and Conditions, headings are for convenient reference only and do not affect
interpretation.
10.4 Business Day: If the day on which any act, matter or thing is to be done under this agreement is not a Business Day, that act, matter or thing:
(a) if it involves a payment other than a payment which is due on demand, must be done on the preceding Business Day; and
(b) in all other cases, may be done on the next Business Day.
10.5 Notices: Any notice, claim, demand or other communication ("notice") under or in connection with these Terms and Conditions shall be in writing and may be give nor sent by a registered letter or facsimile transmission. Any notice given or sent by facsimile (provided the sending facsimile machine produces a printout of the time, date and uninterrupted transmission of the message) shall be deemed to have been served immediately upon completion of transmission if such completion is

within business hours in the place where the addressee's facsimile machine is located but, if not, then at 9am on the following business day in such place. In any event a notice shall be sufficiently given or served if actually received by a party's solicitor or if delivered to and left at a party's registered office.

11. BOHEMIA DESIGN WEBSITE LINK

11.1 Website: Bohemia Design Link: "**Website by Bohemia Design- Web Design Brisbane"** shall be added to the bottom of The Client's website and must hyperlink back to http://www.bohemiadesign.com.au. This must not be removed by The Client until such time that the website has been **fully re-designed - 100%** by another designer or developer. If The Client terminates the website project and The Client elects to use any or part-of the files worked on by **Bohemia Design** in future for The Client's commercial purposes, The Client must clearly identify **Bohemia Design** as the website developers on the footer of The Client's website until The Client's website is **completely 100% re-designed** by another designer or developer.

12.TERMINATION OF PROJECT

12.1 Termination by **Bohemia Design**: **Bohemia Design** may (but without prejudice to any of its other rights against The Client) by notice in writing to The Client terminate this agreement or suspend performance of any of its obligations hereunder if:
Any sum owing to **Bohemia Design** under this agreement is overdue for more than 30 days; The Client is in breach of any of its obligations under this agreement ; An **Insolvency Event** occurs in respect of The Client, or any dispute arises over The Client**'s Intellectual Property Rights** or its authority to permit **Bohemia Design** to use The Client**'s** Data of any ***Intellectual Property Rights***. All artwork, design or programming work produced and or created by **Bohemia Design** from **Project** commencement up to and including termination of this agreement shall remain the property of **Bohemia Design** unless both parties agree otherwise. If copyright is being transferred to The Client, a new agreement shall be drawn outlining those details.
12.2 Termination by The Client: The Client may terminate this agreement at any time by giving **5 days' notice** in writing to **Bohemia Design**. **If work is terminated by The Client**, payment shall be billed for any work completed to date of termination. If a project is terminated in Pre-Production Stage where templates have been designed for **The Client** to decide on the design of their website, The Client will be invoiced for the work to date on all the preliminary designs including non-approved templates and approved templates. Invoices must be paid according to "Payment Terms". The Client also agrees to pay other costs and expenses reasonably incurred by the **Designer** as a result of such termination. **Upon requesting Termination, Bohemia Design will issue a "Cancellation of Project Agreement Including Disclosure Statement" where The Client and Bohemia Design will agree to the following termination terms.**
12.3 Termination Terms: The Client and **Bohemia Design** agree to keep the details of project and its terms of termination as strictly confidential and will not disclose the terms of the original Agreement or of the project other than in confidence to their respective professional legal advisors or as required by law. The Client or **Bohemia Design** will not directly or indirectly publish or otherwise make any negative statements publically or privately, in relation to their Agreement, their project or any of the directors or employees which is intended to or might reasonably be expected to damage the reputation of or be detrimental to or otherwise critical of them. If The Client terminates the website project and The Client elects to use any or part-of the files worked on by **Bohemia Design** in future for The Client's commercial purposes, The Client must clearly identify **Bohemia Design** as the website developers on the footer of The Client's website with "Website: Bohemia Design" and hyperlink to: http://www.bohemiadesign.com.au until The Client's website is **completely 100% re-designed** by another designer or developer.

13. Quantum Meruit

13.1 Termination Quantum Meruit: If this agreement terminates for any reason:
The Client may retain any Deliverables already provided under this agreement and:
At The Client**'s** request, **Bohemia Design** must provide to The Client any Deliverables that have been prepared or partially prepared but not yet provided to The Client. This does not include copyright on templates, designs or programming completed to the date of termination. The Client must pay to **Bohemia Design** any unpaid portion of the Fees that relates to the Deliverables or partially prepared Deliverables. For partially prepared Deliverables, an appropriate discount must be factored in to take into account that the Deliverables has not been completed. This discounted amount will be agreed upon by both The Client and **Bohemia Design** at termination.

14. Use of Joomla! Templates

14.1 Joomla Content Managed System: **Bohemia Design** reserves the right to use **Joomla!** based templates for any **Content Managed Website. Bohemia Design** will endeavour to design The Client templates with unique features to represent The Client's needs and specifications. **Bohemia Design** reserves the right to remove any **Joomla!** based template copyright which has been paid for in advance by **Bohemia Design**.

15. Website Compromise (Hacking), Restoration and Clean Up

15.1 In the event that The Client's website is compromised (hacked into), Bohemia Design can restore and clean up infected files for a **fee of $500.00. A report produced by Bohemia Design will outline the following information regarding the compromise:**
Change logins and passwords for the Cpanel and the MySql Database
Download the site via FTP
Locate malicious files and scripts
Complete clean out the infected files
Re-upload the site
Update all scripts to the latest versions
Monitor the site for a week to ensure site stablity.
Updated permissions – set to secure level as recommended by host.
Liaise with website host to ensure the site is back to optimum levels.
Installed "SecurityCheck" Component. Keeps track of attacks.
Full back up of website

RECOMMENDATIONS TO PREVENT FUTURE HACKING

Change and update passwords regularly
Keep your Joomla backend Administrator version up-to-date
Backups: Use Akeeba Backup before you change or update to the website.
Subscribe to SecurityCheck - 29.95€ per year -
https://securitycheck.protegetuordenador.com/index.php/subscriptions/levels

Although, Bohemia Design recommend the above for the prevention of hacking, there is no 100% guarantee that The Client's website will never be hacked into. New hacking codes are generated all the time. Bohemia Design do not take any responsibility for The Client's website hacking but will endeavour to assist in the restoration of The Client's website should The Client be faced with a website compromise hacking issue.

ESTIMATE FEES

PRICES START AT THE FOLLOWING RATES AND ARE SUBJECT TO CHANGE DEPENDING ON THE CLIENT'S CUSTOMISATIONS AND NEEDS.

PAYMENT PLANS ARE ALSO AVAILABLE ON REQUEST. Please speak to us if you require a payment plan option. We offer very reasonable rates to all our customers and will consider package deals on a case by case basis.

BOHEMIA DESIGN HOURLY RATE
$110.00 PER HOUR OR PART THEREOF

WEBSITE DESIGN - BASIC HTML WEBSITE (UP TO 12 PAGES)
FROM $2,000.00

WEBSITE DESIGN & DEVELOPMENT – PROGRAMMING
FROM $3,000.00

WEBSITE CONTENT MANAGED SYSTEM (CMS) RESPONSIVE
FROM $2,800.00 - $6,500.00

LOGO and CORPORATE IDENTIFICATION
Logo Design
$1000.00 (up to 8 concept designs will be supplied with up to 10 revisions)

Business Card Design
$500.00

Letterhead Design
$200.00

Package Deal is available for Logo, business cards and letterhead
$950.00

CONTENT MANAGED SYSTEM (CMS) ADDITIONAL WEBSITE MODULES / FEATURES (CAN BE ADDED LATER DOWN THE TRACK)
If you would like additional modules or features added to your website, please let us know. Our additional module **fees start at $600.00** but can vary in costs depending on the module or extra feature you are after and its complexity.

E-NEWSLETTERS (CAN BE ADDED LATER DOWN THE TRACK)
$600.00. (This module includes design of e-newsletter and implementation into your Content Managed System for use in email marketing campaigns).

TRAINING
Training on how to use your Content Managed System OR other software including your shopping cart will be provided at an additional **fee of $250.00.** This fee will be added to the final costs of your invoice.

ESTIMATE FEES

CUSTOMISED TRAINING MANUALS
Training Manuals that need to be written by Bohemia Design for The Client will be billed at **$200.00** per manual.

LATE PAYMENT AND HOLDING FEES
Any project exceeding **2 months** because The Client has not submitted relevant content or has elected to put the project on hold will incur a monthly holding **fee of $150.00**. A letter or email requesting a hold period will be required by The Client. The freeze or holding period must be a mutual agreement between The Client and **Bohemia Design.**

CHANGES FEES
Any project requiring changes made that fall outside of the original scope of work or project brief will incur a **changes fee of $110.00 per hour or part thereof.**

ON-GOING SUPPORT FEES
Bohemia Design offer on-going support in blocks of 3 months and 6 months. Support includes guiding you on how to work your CMS. It does not mean we will do it for you. The purpose of the CMS is for you to operate your own website. Please contact us for a quote.

ADMINISTRATION FEES
If you require scanning of images, files etc., you will be charged an administration fee based on the number of hours spent to scan etc. **You will be charged at the hourly rate of $110**. Administration fees also include but are not limited to, travel costs and phone costs and face-to-face meetings.

ADDITIONAL THIRD PARTY FEES - (non-bohemia design fees) that need to be paid by The Client
THIRD PARTY ONLINE FEES
Domain name registration & web hosting fees
Online payment processing & ssl certificate (secure socket layer certificate) for secure payments
Paypal & search engine optimisation – listing your website on search engines
Third Party software fees and stock photography fees.

WEBSITE COMPROMISE (HACKING), RESTORATION AND FILE CLEAN UP FEES
$500.00