

# Terms & Conditions

WEBSITES  
ECOMMERCE  
BRANDING  
LOGO  
MARKETING  
PRINTING  
SOCIAL MEDIA  
GRAPHIC DESIGN  
SIGNAGE  
ADVERTISING  
BRANDING



**hipfish**

[WWW.HIPFISH.COM.AU](http://WWW.HIPFISH.COM.AU) / [WWW.FACEBOOK.COM/HIPFISH](http://WWW.FACEBOOK.COM/HIPFISH)

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[P] 07 4957 6787 [E] [BEEP@HIPFISH.COM.AU](mailto:BEEP@HIPFISH.COM.AU)  
PO BOX 2015 MACKAY Q 4740

## Definitions

This Agreement, as varied from time to time, applies to all sales of goods and the provision of all services by the Supplier to the Client pursuant to the Agreement, together with any non-excludable conditions and warranties expressed by law, constitutes the entire agreement between the parties.

- “Agreement” means these terms and conditions herewith.
- “Client” means the person and/or business described as the client within the “Client Details” area of the quote, order form, proposal, contract.
- “Authorisation” means the acceptance of the proposal or quote by email or via our online quoting system, making a payment or signing our paperwork /quote/ contract.
- “Business Day” means any day that is not a Saturday, Sunday or a public holiday in Australia;
- “Fees” means the Price together with any Additional Charges incurred by you relating in any way to this Agreement and the Services.
- “Website” means your website designed, built and hosted pursuant to this Agreement.
- “Bug” means any lack of function in the Services that is the direct result of a coding or design error by Hipfish;
- “Scope” means the document entitled “Scope” provided by Hipfish to the Client and which describes the Services Hipfish offers to perform for the Client pursuant to this Agreement.
- A “reasonable time frame” is within 12 months however shall be extended by client requests, amends or delays.
- “Intellectual Property” means the intellectual property attaching to the Services including copyright, patents, trademarks, design rights, domain names whether registrable or not and whether registered or not.
- “Confidential Information” means all the information provided by one party to the other in connection with this Agreement where such information is identified as confidential or ought reasonably be considered to be confidential based on its context, nature or the manner of its disclosure, but excluding:
  - information that is in the public domain other than by a breach of this Agreement; and
  - information developed independently by a third party.

Without limiting the foregoing, Confidential Information includes the terms of this Agreement and the contents of the Scope.

- “Price” means the fees outlined by Hipfish Enterprises Pty Ltd.
- “You” and “Your” means the Client named within the “Client Details” area.
- “Our”, “Us”, “Hipfish” and “We” means the “Supplier” Hipfish Enterprises Pty Ltd, and associated brands and businesses.
- “Notice of completion” means a notice in writing, given by Hipfish to the Client advising that the goods or services subject of the Contract have been provided completed by the Supplier.

## Offers

You are engaging Hipfish to provide the Services as defined in the "Contract".

To accept our offer to provide the Services you must accept the offer of Hipfish using the online acceptance system or sign our paperwork or pay either the agreed Deposit / Initial Payment or agree to a payment schedule (any of these acts, individually or combined is considered "Acceptance").

If Acceptance does not take place within 28 days from the date the document is provided to you, then our offer to provide the Services will expire without further notice to you. This may be extended by mutual agreement.

## Services

Hipfish will produce the chosen services to the specifications contained in the Scope (herein referred to as "the Services") our services offered include:

- Graphic Design / Web Design;
- Website Development;
- Search Engine Optimisation;
- Content Writing;
- Domain Name Acquisition;
- Hosting;
- Consultancy.
- Social Media Marketing

## Price

You agree to pay Hipfish the Price for the Services in accordance with the Quote/Contract.

The Supplier may, at the cost of the Client, engage the services of a debt recovery agency to assist it, if payment is more than 7 days late. The engagement of a debt recovery agency may result in your credit file being updated, having a negative impact on your credit history.

Hipfish is retained to undertake the Services exclusively. No part of the Services may be undertaken by you or by any third party instructed by you.

## Notices

All notices must be in writing and can be given by:

1. Registered post;
2. Email with a reply acceptance from Hipfish

A Notice of Completion will be issued upon achieving a milestone and the relevant amount is due within 7 days.

The Client will inspect the goods and services provided by the Supplier within 7 days of receipt of a Notice of Completion and must within that period:

- Give the Supplier written notice of any matter by virtue of which the Client alleges that the goods or services are not in accordance with the Quote or Contract;
- Make payment of the balance of the price. The Supplier shall have no obligation to rectify or replace any goods or services not in accordance with the Quote or Contract where notice is not given by the Client within seven days after the date of provision.

## Breach & Termination

You will breach this Agreement upon:

- failure to have provided content as required within 4 weeks of signing your quote or agreement;
- contravention of your obligations pursuant to Warranty Indemnity & Confidentiality terms previously listed;
- being unresponsive to our communication;
- failure to conduct yourself in a professional manner;
- being rude or aggressive towards the Supplier;
- referring to any of our companies, brands, staff / agents on social media, forums, reviews or websites.

Hipfish may terminate this Agreement upon the occurrence of any of the events described immediately above, where you have failed to remedy the breach within 14 days of notice.

In addition to these clauses, any party may terminate this Agreement by written notice to the other party if any of the following events has occurred in respect to the other party:

- a material breach of this Agreement which is not remediable or if the other party has not remedied within 14 days of written notice;
- an insolvency event occurs, other than an internal reconstruction with notice to the other party.

## Upon termination:

The parties are immediately released from their obligations under this Agreement except those obligations contained within the Price, Additional Charges, Warranties & Indemnity clauses and any other obligations which by their nature survive termination within their contractual period;

- each party retains the claims it may have against the other;
- you must immediately pay any outstanding Fees

## General Provisions

In regards to the production of the chosen Services, time is not of the essence. The Services will be provided within a reasonable time frame as defined above.

Nothing in this Agreement creates any relationship of partnership or agency between the parties.

If a provision is invalid or unenforceable it is to be read down or severed to the extent necessary without affecting the validity or enforceability of the remaining provisions.

Each party must at its own expense do everything reasonably necessary to give full effect to this Agreement and the events contemplated by it.

This Agreement and the Quote/Scope together form the entire agreement between the parties about its subject matter and supersedes all other representations, arrangements or agreements. Except as expressly set out in this Agreement or the Scope, no party has relied on any representation made by or on behalf of the other.

Unless otherwise expressly stated in the Contract, no waiver or relaxation in whole or in part of any of the terms and conditions of the Contract will be binding on the Supplier unless in writing and signed on by a Director of the Supplier. Any such waiver or relaxation shall be limited to the term or condition and occasion in question.

A party will not be responsible for a failure to comply with its obligations under this Agreement to the extent that its failure is caused by an event beyond the control of that party ("Force Majeure") provided that the party so affected keeps the other party closely informed and uses reasonable endeavours to rectify the situation.

Without limiting any other right to terminate under this Agreement, if Force Majeure affects a party's performance under this Agreement for a period of more than 30 consecutive days, the other party may immediately terminate this Agreement by written notice.

All recurring services such as SEO, Social Media & PPC will continue after the initial term on a month by month basis unless cancelled by the client in accordance with our standard terms and conditions & those Terms & Conditions outlined on the cancellation form. Clients must provide a minimum of 30 days notice in writing to [studio@hipfish.com.au](mailto:studio@hipfish.com.au) & the other email addresses listed on the cancellation form.

## General Provisions cont...

Non-payment of invoices can result in all services with Hipfish being suspended until the account is paid up to date. This includes the suspension of website hosting for non payment of web design, online marketing & other services.

Any action or thing that falls due to be done on a day that is not a Business Day will fall due on the next business day.

The law of Queensland governs this Agreement and each party submits to the jurisdiction of the courts of Queensland.

The Client agrees that there is no cooling off period and any monies debited or received are nonrefundable.

Cancellation of any Direct Debit Authority does not affect your liability to pay the fees in full under the contract.

## Confidentiality

A party must not, without the prior written consent of the other party, use or disclose the other party's Confidential Information unless expressly permitted by this Agreement or required to do so by law or regulatory authority.

Each party must implement and maintain effective security measures to prevent unauthorised use and disclosure of the other party's Confidential Information.

A party may:

- use the Confidential Information of the other party solely for the purposes of complying with its obligations and exercising its rights under this Agreement; and
- disclose the Confidential Information to its personnel or advisers to the extent necessary for them to know the information for the purposes related to this Agreement but only if reasonable steps are taken to ensure that the confidentiality of the information is retained.

## Additional Charges

Subject to the Price, all work requested by you and undertaken by Hipfish in addition to the Services will incur charges additional to the Price ("Additional Charges").

- The rate will be determined by the type of services provided and the person or persons providing such services, but in no event shall the rate exceed AU\$250+ GST per hour.
- Minimum charge is half an hour;
- Except for agreed and quoted work.

Where the Supplier, at the request of the Client, provides services in addition to those specified in the Scope of Works, and no Price for those additional services has been agreed to by the parties in writing signed by them, the Supplier's fee for those additional services shall be the number of hours (or part thereof) spent by each employee of the Supplier in providing those services multiplied by the Supplier's hourly rate.

## Intellectual Property

You authorise Hipfish to display your Services in its portfolio, including but not limited to the portfolio displayed on [www.hipfish.com.au](http://www.hipfish.com.au), any of our partner websites including [www.hipip.com.au](http://www.hipip.com.au), and media releases.

You also agree for a Hipfish or our partners logo to be placed on the footer of your website and hyperlinked to any of our websites with a "Do Follow" tag.

## Reproduction of Work

One-time reproduction rights for the specified project, at the agreed fee, are granted to the client. Any other usage must be negotiated. Hipfish retains all reproduction rights on the copyrighted work. The work may not be reproduced in any form without consent from Hipfish.

Hipfish retains rights to use the completed project and any preliminary designs for the purpose of design competitions, future publications on design, educational purposes and the marketing of the designer's business. Where applicable the client will be given any necessary credit for usage of the project elements.

Hipfish retains its created IP ( graphics, design, web coding, online functionality creations) as used online or within websites. A usage Agreement and fee will be payable for the transfer of a completed website away from Hipfish.



## Indemnity

You hereby unconditionally and irrevocably agree to indemnify and keep indemnified Hipfish, its officers, employees and agents against any and all actions, claims, demands, losses, liabilities or costs (including legal costs) that arise, or result from, or are connected in any way with the Services, the Hosting, including but not limited to the sale of any product or service via your Website, except to the extent to which it arises out of any breach by Hipfish of this Agreement.

If the Client orders goods or services in its capacity as trustee of a trust, the Client warrants that it has full power and authority to accept goods and/or services under the Contract for the benefit of the trust, warrants that its right of indemnity against the trust property is unrestricted and will not be adversely affected by the Contract, agrees that it will be bound by the Contract both personally and in its capacity as trustee of the trust, acknowledges that its liability for indebtedness incurred while a trustee will apply even if it ceases to be trustee of the trust for any reason; and acknowledges that its liability will not be limited to the assets of the trust.

## Limitation of Liability

Hipfish excludes all liability in respect of loss of data, interruption of business or any consequential or incidental damages or loss.

To the full extent permitted by law, Hipfish excludes all representations, warranties or terms (whether express or implied) other than those expressly set out in this Agreement.

Hipfish's total aggregate liability for all claims relating to this Agreement is limited to 35% of the Price and any Additional Charges incurred by you.

Each party's liability for any claim relating to this Agreement will be reduced to the extent to which the other party contributed to the damage arising from the claim.

The Supplier will not be liable to the Client for any loss or damage of any kind sustained by the Client as a consequence of any breach of the Supplier's obligations pursuant to the Contract.

If failure to supply is caused by matters beyond the Supplier's reasonable control including (without limitation) acts of God, acts of any government, war or other hostility, national or international disaster, the elements, fire, explosion, power failure, equipment failure, strikes, lockouts, inability to obtain necessary supplies and any other force majeure occurrence.

## Limitation of Liability Cont...

This Agreement is to be read subject to any legislation, which prohibits or restricts the exclusion, restriction or modification of any implied warranties, conditions or obligations. If such legislation applies, to the extent possible, Hipfish limits its liability in respect of any claim to, at Hipfish's option:

In the case of goods:

- the replacement of the goods or the supply of equivalent goods;
- the repair of the goods;
- part payment of the sum chargeable by Hipfish (without discount) if it supplied those goods to an unrelated third party; or
- part payment of the sum chargeable by Hipfish (without discount) if it repaired those goods for an unrelated third party, and

In the case of services:

- the supply of the services again; or
- part payment of the sum chargeable by Hipfish (without discount) if it supplied those services to an unrelated third party.

## Warranties

Each party warrants that:

- the execution and delivery of this Agreement has been properly authorised;
- it has full corporate power to execute, deliver and perform its obligations under this Agreement;
- this Agreement constitutes a legal, valid and binding obligation of it enforceable in accordance with its terms by appropriate legal remedy;
- this Agreement does not conflict with or result in the breach of or default under any provision of its constitution, or any material term or provision of any law or regulation to which it is a party or subject or by which it is bound;
- there are no actions, claims, proceedings or investigations pending or threatened against it or by it of which it is aware and which may have a material effect on the subject matter of this Agreement.

In addition to the warranties above, Hipfish warrants that:

- it will exercise reasonable skill, care and attention in providing the Services;
- the Services will not contain any viruses as at the date of activation;
- the Services will be compatible with Internet Explorer 9 and above, and the latest versions of Mozilla Firefox, Google Chrome and Safari.
- other than in relation to material included in the Services by you or any third party from time to time, any use of the Services by you in accordance with this Agreement will not infringe the right of any party and will not breach any applicable law.

In addition you warrant that any material which you cause to be published, displayed or contained with the provided Services will not contain any illegal or unethical material or activity.

You warrant that you own copyright or have been granted copyright for all, text, images and materials used.

## **Business Relationship**

The relationship between the Client and Hipfish is important to ensure that the Client's work is completed efficiently and to the Client's satisfaction, however, if the relationship breaks down for whatever reason Hipfish has the right to immediately cease all work on behalf of the Client without notice and without any liability whatsoever.

Having received notice of the breakdown in the business relationship the client must immediately pay all outstanding monies due to Hipfish.

Examples of when a relationship can breakdown include but are not limited to:

- Abusive and Insulting Language
- Unrealistic Demands
- Breakdown in Communication
- Poor Client Co-operation

## **Retention of Title**

Hipfish retains title to all work carried out on behalf of the Client until paid for in full.  
( see note on Intellectual Property )

## Web Development T&C's

### Definitions

- "Bug" means any lack of function in the Services that is the direct result of a coding or design error by Hipfish;
- "Website" means your website designed, built and hosted pursuant to this Agreement.
- "Scope" means the document entitled "Scope" provided by Hipfish to the Client and which describes the Services Hipfish; offers to perform for the Client pursuant to this Agreement.
- A "reasonable time frame" is within 12 months however shall be extended by client requests, amends or delays.

## Bugs

Hipfish; will endeavour to rectify any Bugs of which Hipfish receives written notice of, up until the expiration of 90 days from the date of activation of your Services.

Tweaks, amends or improvements in usability, functionality or design are not considered a Bug, they are considered outside the original Scope and as such are billable at the standard hourly rate.

Hipfish does not support or warrant any bugs derived from obsolete browsers such as Internet Explorer 6 and versions of other browsers that are more than two versions old.

Hipfish shall do a reasonable level of testing of your Services, however the Client is responsible to thoroughly test your Services for any Bugs during the warranty period.

## Provision of Content and Communication

Hipfish will always endeavour to complete the development of the client website efficiently and within a reasonable time frame, however, this relies on the co-operation of the client to provide content in a timely manner.

The client agrees to respond to any form of communication from Hipfish within two working days or 48 hours

## Provision of Content and Communication (cont..)

The client website will be archived under the following circumstances:

- i. When a client is non-responsive to any form of communication from Hipfish including, but not limited to, telephone and email communication for 15 working days or more.
  - ii. When the client does not provide website content for 15 working days or more e.g. text and images.
  - iii. When the development process lasts longer than 20 working days due to the slow provision of content from the client or lack of responses to telephone and email communication.
  - iv. A re-activation charge of \$150 plus GST must be paid prior to the website being made live once more.
- In the above circumstances the client website will be archived without notice and an archive charge of \$395 plus GST levied which will fall due immediately upon receipt of invoice. There will then be a monthly archive charge of \$50 plus GST.

## Mobile Responsive, Devices and Screen Resolution

Hipfish does not guarantee every single resolution sequence and 'dragging and dropping' the browser is not a sign of correct screen re-sizing. All websites are designed to work to the follow resolutions and internet browsers:

Screen Resolutions

iPhone 4, 5, 6, 6 & Plus: 320px x 480px, 375px x 667px, 414px x 736px

Samsung Galaxy: 360px x 640px

Tablet: 1024 x 768

Laptop: 1366 x 768

Desktop: 1680 x 1050\

\*Hipfish no longer cater to Internet Explorer.

Further resolutions or devices requested by the clients would be billed as additional development time based on the hourly rate.

## Notices

Hipfish will provide notices in the form of an invoice, when milestones are achieved. Once the invoice is received, payment will be due within the stated period, generally 7 days.

## SEO T&C's

### Disclaimer

We make no guarantee the targeted phrases will move in a positive direction, especially if the targeted website has:

- engaged in SEO previously;
- has poor or duplicate content;
- is on a SEO unfriendly content management system (CMS);
- if we cannot get access to your hosting and or CMS;
- is suffering from a penalty, either automatic or manual from Google;
- has an unnatural link profile;
- is hosted on a slow or blacklisted server.

The standard term of an SEO contract is for 6 months. Any variations to a shorter contract period must be signed off by Hipfish's management prior to the agreement being signed.

Furthermore you should be aware that Google continually updates it's search algorithm, which may have a negative impact on your rankings at any time, this does not release you from your contract.

We will endeavour to rectify any negative losses as quickly as we can but make no guarantees you will recover. In rare instances we may have to move your website to a new domain to remove a penalty, you have to accept the change if we recommend this action.

### Website Amendments Made by the Client

Hipfish must be notified of any changes that the client proposes to make to the website prior to such changes being made as some amendments may have a negative effect on the ranking of the website within the search engines.

Examples of changes that WILL affect the website's ranking include but are not limited to the following: amendments to Header Title tags, uploading duplicate content, changing navigation and creating links to third party websites.

ALL proposed changes by the client to the website must be approved in writing by Hipfish before being actioned. Failing to do so releases Hipfish from any liability in the event that the website's ranking falls.

Client's who make changes without consulting Hipfish do so at their own risk.

## Suspension

SEO campaigns can be suspended for 1 month or 2 months. The client acknowledge their rankings will be affected by a suspension of their service & they take full responsibility for the expected loss of position. The client acknowledges Hipfish will not be responsible for returning their rankings, once the campaign is recommenced.

The campaign will be continued with the same level of resources used prior to the suspension.

## Cancellation

The SEO contract will continue after the initial term on a month by month basis unless cancelled by the client in accordance with our standard terms and conditions & those Terms & Conditions outlined on the cancellation form.

Clients must provide a minimum of 30 days notice in writing to [studio@hipfish.com.au](mailto:studio@hipfish.com.au).

## SEO Services

The website must meet these following terms:

- Not have any SEO penalties as per: <http://feinternational.com/website-penalty-indicator/>
- The domain should have a clean and natural current link profile as per Ahref's;
- Be a minimum 5-page website;
- Hipfish must be granted either SFTP / FTP access or Content Management System access with admin rights;
- Hipfish management must qualify the website before any work is to be carried out;

The Client acknowledges, agrees and allows Hipfish to;

- Alter and create Meta Tags
- Edit content
- Build inbound links from third party resources

The Client must provide valid debit details prior to commencement of the SEO campaign and agree to a direct debit arrangement prior to the commencement of Services by Hipfish.



## Hosting T&C's

“Hosting” means hosting Services provided by Hipfish on an annual (12 months) basis.

For annual hosting Services, the 12 months of the Hosting is calculated from the date of Activation of the services.

You may discontinue your Hosting at any time. Discontinuing your Hosting does not affect your liability to pay the Fees. Hipfish requires a 12 month cancellation notice.

If you decide to host your services away from Hipfish or their approved hosting providers, Hipfish will not warrant or support the services regardless the date of activation, you will have to resolve any issues with your new hosting provider.

When your Hosting is due renewal, you have seven days to pay it, failure to do so will result in suspension of your Hosting.

Additional fees starting from \$150+gst will be payable to reinstate your website if it is suspended due to non-payment.

If your Hosting was paid annually, the renewal shall remain annually.

Hipfish will not under any circumstances provide FTP or cPanel access to websites hosted on our servers.

This is to protect the integrity of the hosting environment, ensure security and is non negotiable.

If you require a backup of your site, including when you wish to change hosting provider, this will incur a one time charge of \$250+ GST which will require payment prior to the commencement of a backup being created. The files will be provided within 48 business hours of payment of the fees. A back up of the website will be provided to you in electronic format, such as USB, disc or downloadable link.

Hipfish can assign your Hosting to another provider at any time. If this occurs, then notwithstanding anything to the contrary in this Agreement: you will be advised;

- your Hosting fees will thereafter be payable to the provider to whom your Hosting is assigned; and
- your Hosting will be subject to terms and conditions set by the provider to whom your Hosting is assigned.

It is your responsibility to provide notice in writing to Hipfish once the site has successfully been moved to your new hosting environment. Until the notice has been provided to Hipfish, all fees payable to Hipfish for hosting may still be applicable.

studio@hipfish.com.au or beep@hipfish.com.au

## Website Warranty

### General

- I. It is an implied contract term that Hipfish will deliver a fully functioning Website.
- II. Delivery of the Client Website takes place once the Website is published "live" on the World Wide Web as a fully functioning Website in accordance to the Client's specifications as detailed on the "Sale Order Form".
- III. Any functional issues with the Website will be resolved by Hipfish free of charge within the terms of the Warranty as detailed in the following terms.
- IV. Functional and design changes or additions required post delivery will be chargeable at the Hipfish standard hourly rate.
- V. This Warranty does not apply if the Client owes money to Hipfish outside the normal payment terms.

### Warranty Term

- A 30 day Warranty is supplied with every website.
- The decision about what is a warrantable defect is at the sole discretion and determination of Hipfish.
- Any work provided under warranty shall be completed within a reasonable time as determined by Hipfish .
- Any disputes in relation to warranty claims, if not resolved with the Hipfish account manager, shall be brought to the attention of the Hipfish office manager whose decision will be final and binding on both parties.
- If Hipfish accept a claim under the warranty and while rectifying the issue, subsequently determine, in its reasonable opinion, that the defect is excluded from the warranty conditions, the customer shall be liable to pay Hipfish's standard rates and charges for the remedial work.
- Warranties are not transferable to new owners of websites.
- Hipfish reserve the right to terminate the warranty without notice if, in their reasonable opinion, the website is not being used in accordance to it's original specifications or purpose.

To the full extent permitted by law:

- Hipfish will not be liable for any loss, damage or alterations to third party hardware, software, programs, data and/or information stored on any media, no matter how occurring; or for any loss or damage arising from loss of use, loss of profits or revenue, or for any resulting indirect or consequential loss or damage.
- Hipfish's aggregate liability in respect of all claims under the Warranty and Extended Warranty shall not exceed the original purchase price or at Hipfish's option, replacement of the product with a like or similar product.
- Hipfish excludes all other warranties, conditions, terms, representations and undertakings whether express or implied.
- This warranty is governed by the laws of Queensland and represents the entire agreement between the parties.

## Included under warranty terms

- Assistance in loading and editing written content supplied by the client
- Fixing broken links
- Deleting links to dormant or blacklisted third party websites
- Editing contact details: address, email and telephone numbers.
- Updating plug-ins (any direct cost to be attributed to the client). If an updated plugin causes a conflict then any additional development work will be chargeable.
- General telephone support

If Hipfish hosts and controls the website, Hipfish will:-

- Update and correct redirections
- Update and correct DNS records

## Exclusions

The following items are deliberately excluded from the Warranty

- Issues directly attributed to Hosting are excluded in the instance that the Website is hosted by a third party.
- Issues caused by hacking are excluded unless the client has a security extension supplied by Hipfish.
- a non approved change in the DNS settings.
- a change to the permanent links
- a change to the front page/home page static page settings
- the installations of extra plugins
- deleting existing plugins
- the deactivation of the current active theme and plugins
- Deleting a file.
- a deactivated theme or plugin
- a non compatible theme or plugin.
- the removal and or the deactivation of a third party service e.g. payment gateway
- an expired license for a third party service
- an infected file; text, image or video
- a deleted Post or Custom Post
- Technical issues caused by third parties
- Deletion of users without reassigning content
- Development is excluded from the warranty and will be chargeable to the client.

## Payment T&C's

These conditions, which are construed under Australian Law, are applicable to Hipfish and should be read in conjunction with other documents and/or the correspondence comprising our offer. These documents are usually labelled Client Quote, Client Proposal and Client Services Agreement.

Whereas, the Client finds that the Company is willing to perform certain work as described herein & Whereas, the Client finds that Hipfish is qualified to perform the work, all relevant factors considered, and that such performance will be in furtherance of the Client's business.

Client desires to engage Hipfish to render, and Hipfish desires to render to Client, certain services, as set forth in the Client Proposal/Quotation.

On acceptance of a quote, Client Agrees to engage Hipfish to render, and Hipfish Enterprises Pty Ltd agrees to render to Client, certain services in connection with Client's design, branding and marketing of Client's business.

For any accepted quote, Hipfish will create, prepare and submit to Client for its approval up to two concepts, one major set of changes and one minor set of changes, unless otherwise specified in the Proposal/ Quotation.

The Proposal/ Quotation states that certain materials need to be supplied by the client namely:

- All relevant images supplied individually as jpgs, tiff, ai, eps files in the format they are required to be used and with clear & relevant file names. To be supplied digitally or on CD or DVD disc.
- All relevant content as final wording to be used ( text in editable file type i.e. word / notepad )
- Website Domain & Hosting details if not supplied by Hipfish ( password/logins )
- Database contacts or Email addresses to be supplied as CSV files
- Initial version work for design commences after materials are received. All dates shall be delayed by the number of days by which the Materials Supplied by the Client are late.

The Client must ensure they have the full legal right to use any material supplied to Hipfish. Hipfish take no responsibility for any material supplied that may infringe on another party's copyright law, or may be in breach of the Spam Laws or any other law.

## **Payment T&C's cont...**

The Contract for all forms of graphic design and web based services (Supplies) are based on the conditions herein.

A twenty to fifty per cent deposit is required prior to the start of the project. (figure – at the discretion of The Company)

Dependant upon the project, Interim payments may be invoiced. Final Invoice to be paid prior to sending to print or delivery of the completed project or prior to a website going 'live'.

For more complex / multi jobs, we request 50% deposit plus retainer payments in the amount of AU\$1000.00 per month, starting one month after the deposit payment, until the work is complete, when the Final Payment will be due. Rate or billing adjustments shall be credited or charged to Client on the next following regular invoice date or as soon as otherwise practical.

The Client shall be responsible for payment for all Supplies at the order of The Company or any other person acting on behalf of the Client. Such order may be by purchase order, written request or verbal request.

Accounts will be rendered either monthly as the work proceeds or in stage payments if previously agreed. Payment of all accounts and invoices without retention or discount is required within seven days from the date of invoice, interest being chargeable on overdue accounts at 2% per month above the Average Lending Rate of the ANZ Banking Corporation with an additional \$25 per month handling fee.

## **Debit Terms and Conditions - Drawing Arrangement**

You hereby authorise Hipfish to make periodic debits for Digital Services as indicated on the attached Direct Debit Request.

You acknowledge that the debit amount will be debited from your account according to the terms and conditions of the agreement with the Business and the terms and conditions of the Direct Debit Request (and specifically the Debit Arrangement and the Fees/Charges detailed in the Direct Debit Request) and this DDR Service Agreement.

You authorise the first drawing under this Debit Arrangement will occur on the day nominated under the Direct Debit Request.

## Changes to the Arrangement or Initial Terms

You acknowledge that Hipfish Enterprises Pty Ltd is to provide at least 14 days notice via email if it proposes to vary the initial terms of the arrangement. This notice will state any changes to the amount, frequency, next drawing date and any other changes to the initial terms.

If the Client wishes to discuss any changes to the initial terms or the drawing arrangements please contact us at email [studio@hipfish.com.au](mailto:studio@hipfish.com.au)

You acknowledge that you will contact the Business at least 7 working days prior to the next scheduled drawing date, if you wish to cancel, suspend, alter or defer any of the debit arrangements. You acknowledge that any request by them to stop or cancel the debit arrangements will be subject to the terms and conditions of the contract or at the discretion of Hipfish Enterprises Pty Ltd.

To cancel the Direct Debit Authority, the online Cancellation Form, found within your personalised Dashboard, must be submitted. The Accounts Department will refer you here, however they will be able to assist with providing further information. The cancellation will be subject to approval by Hipfish Enterprises Pty Ltd .

Cancellation of any Direct Debit Authority does not affect your liability to pay the fees in full under the contract.

## Responsibilities of the Client

You acknowledge that it is your responsibility to ensure that there are sufficient cleared funds in the nominated account by the due date to enable the direct debit to be honoured on the debit date. Direct debits normally occur overnight, however transactions can take up to three (3) business days depending on the financial institution.

Accordingly, You acknowledge and agree that sufficient funds will remain in the nominated account until the direct debit amount has been debited from the account and that if there are insufficient funds available, You agree that Hipfish Enterprises Pty Ltd will not be held responsible for any fees and charges that may be charged by either your financial institution or ours.

You acknowledge that if a debit is returned by your financial institution as unpaid, a failed payment fee is payable by you to Hipfish Enterprises Pty Ltd. You will also be responsible for any fees and charges applied by your financial institution for each unsuccessful debit attempt together with any collection fees, including but not limited to any solicitor fees and/or collection agent fee as may be incurred by Hipfish Enterprises Pty Ltd.

You authorise Hipfish Enterprises Pty Ltd to attempt to re-process any unsuccessful payments after 3 business days. If the payment remains unsuccessful after 14 days, You authorize Hipfish Enterprises Pty Ltd to suspend all services, pending payment. Cancellation of the Direct Debit Authority does not affect your liability to pay the fees in full under the contract and will require approval by authorised agents of the Supplier.



[WWW.HIPFISH.COM.AU](http://WWW.HIPFISH.COM.AU) / [WWW.FACEBOOK.COM/HIPFISH](http://WWW.FACEBOOK.COM/HIPFISH)

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[p] 07 4957 6787 [e] [beep@hipfish.com.au](mailto:beep@hipfish.com.au)  
PO Box 2015 Mackay Q 4740