

Terms & Conditions

By placing an order with BondiGeek, you confirm that you are in agreement with and bound by the terms and conditions below.

Definitions:

The Client: The company or individual requesting the services of BondiGeek.

BondiGeek: Primary developer & employees or affiliates.

General

BondiGeek will carry out work only where an agreement is provided by Purchase Order from the Client. The agreement is between BondiGeek and the Client and not subject to any Terms and Conditions that the Client may have with any other 3rd party. For example, where BondiGeek is a supplier to the Client and the Client has been engaged by a 3rd party to develop a Web Site or Application.

Website Design & Application Development

Every endeavour will be made to ensure that the website and/or application and any scripts or programs are free of errors.

Any additions to the brief will be carried out by BondiGeek if agreed by both parties and subject to hourly/daily rates stated in this document. All additions to the original brief should be submitted via email with a Purchase Order.

The Client agrees to make available as soon as is reasonably possible to BondiGeek all materials required to complete the project.

BondiGeek and the Client should work together to complete the project in a timely manner. BondiGeek agrees to work expeditiously to complete the project to the agreed timeline.

Database, Application and E-Commerce Development

Where applications or sites are developed on servers not recommended by BondiGeek, the Client should provide or seek any information, additional software, support or co-operation pertaining to the server required in order for the application to be correctly developed. Where large applications are to be developed, it is the Clients responsibility to provide a suitable testing environment.

The Client is expected to test fully any application or programming relating to a site developed by BondiGeek before being made generally available for use. Where "bugs", errors or other issues are found after the site is live, BondiGeek will correct these issues to meet the standards of function outlined in the brief for a warranty period of 30 days from the Go Live date.

After the warranty period of 30 days, maintenance of the site will be charged at the normal daily/hourly rate.



Payments

Payments should be made promptly based on the agreed schedule. Please pay on time. All payments will be made in AU \$ funds unless agreed upon in writing by both parties.

For all development work done on a Time & Materials basis:

- Work will be invoiced on a weekly basis and payment due 21 days from date of Invoice
- All invoices paid on or before the due date will receive a 10% discount.

For all development work done on a Fixed Price basis:

- 40% due on start of project
- 30% due on completion of interim milestone (to be agreed between BondiGeek and the Client)
- 30% due on delivery of complete solution.

Rates

Current rates for development work are as follows:

Daily: \$800

Hourly: \$100

Current as of February 2011.

Compatibility

BondiGeek will endeavour to ensure that any developed/developed site or application will function correctly on the server it is initially installed in and, in the case of a Web Site that it will function correctly when viewed with the following browsers:

- Firefox 2.0+
- Internet Explorer 7+
- Safari (Windows and Mac)

BondiGeek can offer no guarantees of correct function with browsers other than those listed above unless specifically outlined in the project brief.

Any fixes to the supported browsers listed that are of a later version number than publicly available upon Go Live of the project, will be charged at the normal daily/hourly rate.