

Dynamic Developments Ltd

Terms of Trade

Version 2 – November 2012

Estimates, Specifications & Client's Instructions

The Estimate/Specification shall be deemed to interpret the client's written instructions. Clients are accordingly advised to exercise due care and attention when checking estimates or specifications before work proceeds.

All Estimates/Specifications shall be based on written and/or graphical specifications supplied by the client or developed by Dynamic Developments in conjunction with the client. Any variation to these specifications may result in additional charges.

The Estimate/Specification shall lapse unless accepted or further consultation is pursued within 30 days from the day given unless otherwise stated in an Estimate or Specification.

Work will be developed using the 'latest' version of a specification or estimate that has been signed off by the client.

Dynamic Developments shall not be held liable for errors and omissions arising from an oversight or a misinterpretation of a client's verbal instructions.

Dynamic Developments reserves the right to review and/or alter pricing for Internet and Development services at any time. Dynamic Developments agrees to give the client at least 21 days notice of such a change.

Payment

All payments for third party fees or cost incurred by Dynamic Developments Ltd. are based on a 7-day cash payment basis.

All work undertaken by Dynamic Developments is invoiced on the last working day of the month with payment due on the 20th of the following month.

All invoices are emailed only, it is the clients responsibility to check their email on a regular basis.

Unless otherwise specified, all prices and quotes exclude Goods and Services Tax and other government taxes and levies where properly due.

In the event that an invoice reaches 14 days overdue, a 20% fee will be incurred for administration charges.

If a client's debt is passed onto a third party, the client will incur ALL associated costs.

Dynamic Developments' Work

On receipt of payment all work commissioned by a client belongs to the client unless otherwise stipulated. Ownership for this document is defined as the unlimited use of a product or service or as outlined by any licensing agreements between Dynamic Developments Ltd and the client. All graphics, sounds, animations commissioned by the client shall be their Intellectual Property once completed and paid for by the client.

Coding, programming, products, customisations to existing products and the like developed for the client by Dynamic Developments, remain the intellectual property of Dynamic Developments Ltd and therefore cannot be sold, modified, edited or adapted in any way unless written confirmation has been received by the client from the Director of Dynamic Developments Ltd.

Client's Property & Storage

Unless otherwise agreed in writing the client shall have no right or title to material stored by Dynamic Developments on any form of digital storage media unless an agreement has been formalised in writing to the client by the Director of Dynamic Developments. If Dynamic Developments agrees to duplicate or transfer any stored digital material to the client, Dynamic Developments has the right to charge for that service. Any form of digital storage supplied by the client to Dynamic Developments shall remain the property of the client.

Client's property and all property supplied to Dynamic Developments by or on behalf of, the client shall be held at the client's risk. Every care will be taken to secure goods where the client supplies the materials or equipment.

If any change or correction is necessary in order to supply properly finished work, the additional work shall be at the client's expense. Dynamic Developments shall not be held to accept responsibility for sub-standard work caused by defects or unsuitability of materials or equipment that has been supplied by the client.

Dynamic Developments will attempt to guide and consult the client at all times.

Holding Development to Client's Instructions

Development work of any kind held awaiting a client's instructions shall be considered a breach of contract after 14 days that the client fails to advise Dynamic Developments in writing. Dynamic Developments may at any time after a period of seven days after instruction to hold work, without any prior notice demand payment for any monies owing to cover work already carried out and/or materials used in that work.

Suspended Work on Client's Instructions

The suspension of any work on the client's request will entitle Dynamic Developments to payment in full for all work and/or services in progress at the time of suspension and for any work already completed that has monies outstanding. Dynamic Developments may refuse the quotation for the uncompleted portion of the contract before proceeding if work is suspended for more than 30 days.

Cancellation of Services or Development

Orders or services shall not be cancelled except upon the terms, which compensate Dynamic Developments for all expenses incurred and otherwise protect Dynamic Developments against loss.

Dynamic Developments prefer termination of all or any services provided to the client may be done with one month written notice.

Copyright, Intellectual Property and Confidentiality

Coding, programming, products, customisations to existing products and the like developed for the client by Dynamic Developments, remain the intellectual property of Dynamic Developments Ltd and therefore cannot be sold, modified, edited or adapted in any way unless written confirmation has been received by the client from the Director of Dynamic Developments Ltd.

Dynamic Developments undertakes to protect the clients interests of copyright in respect to logos, photos, videos, client's own design work by the use of copyright notices at the header and/or footer.

Dynamic Developments reserves the right to disclose to potential and existing clients of Dynamic Developments finished work of the client for marketing purposes unless otherwise specified to Dynamic Developments by the client in writing. Dynamic Developments agree to protect the client's confidentiality and to ensure the client's business is protected from competitive or otherwise influences when disclosing any material produced on behalf of or for the client to prospective or existing customers of Dynamic Developments.

Intellectual property of any form developed for the client by Dynamic Developments not excluding coding, graphics, sound, music, animation or text, may be purchased by the client from Dynamic Developments at any time in order to secure sole and exclusive rights to this material providing on intention to secure right is made in writing prior to any fee being disclosed by Dynamic Developments to the client.

Claims for Remedy

Any complaint shall be made in writing within 21 days of receipt of goods or services in order to remedy faults or complaints. Any disputes pertaining to invoices received after 21 days will be null and void.

Outside Influences

Dynamic Developments shall not be responsible for any delay, default loss or damage due to any industrial disputes, accidents, Acts of God, equipment failure or mischievous damage or other causes beyond Dynamic Developments control.

Liability

Dynamic Developments shall not be liable for any indirect or consequential loss or for the loss to a client arising from third party claims occasioned by errors in carrying out the work or by delay in delivery or by failure in equipment.

Technology

Dynamic Developments only support technologies for browsers and computer settings that were current at the time of development. We accept no responsibility if technology changes and a product or service is no longer accessible.

Illegal or Libellous Matter

Dynamic Developments shall be indemnified by the client in respect to any claims, costs and/or expenses arising from any matter, which is illegal, libellous in matter or in breach of the Fair Trading Act 1986 or any other statute or any infringement of copyright, patent or design.

Disconnection and Removal of Material from Internet Server

Dynamic Developments reserves the right at all times to remove without notice an individual client's material from its Internet Server due to material, which is of an illegal and/or libellous nature.

Dynamic Developments reserves the right at all times to remove without notice an individual clients material from its Internet Server for failure to pay fees owed in accordance with Dynamic Developments payment terms.

Suitability

No guarantee shall be given or implied that the goods or services supplied to the client's instructions or developed by Dynamic Developments to those instructions are suitable for specific market requirements unless those are documented and/or from part of the original quotation.

Consultation

Dynamic Developments agrees to ensure full consultation with the client is maintained throughout the development process. Dynamic Developments will advise the client in the event of any new advantages or technology that can be used in favour of the client's needs.