

1. DEFINITIONS

In these Terms & Conditions, the following defined terms will have the following meanings: "the Client" is the applicant named on the quote provided by the Developer; "the Developer" is Matthew Thomas Quilty ABN 82 618 263 009 trading as Vandel Media and his successors and assigns or any person acting on behalf of and with the authority of; "Project" means website design and associated services; and "Site" means the Client's website;

2. QUOTES

2.1 Developer's Quote

The Developer shall give the Client a quote specifying:

- a) the work required to be done in order to fulfill the Client's instructions; and
- b) an estimate of the Developer's charge for the performance of such work.

2.2 Acceptance by the Client

2.2.1 The Developer need not commence the Project until the quote has been accepted by the Client. The Developer requires the Client's Project information in a timely manner as agreed once the quote has been accepted.

2.2.2 The Client shall accept the quote by signing and returning a true copy of the quote accompanied by an order number if applicable.

2.2.3 Acceptance by the Client of the quote will constitute acceptance by the Client of these terms and conditions.

2.2.4 Quotes are valid for thirty (30) days only unless an extension has been authorised by the Developer.

2.2.5 In acceptance of the quote the Client warrants that it has not relied on any representation by the Developer than as supplied in writing in the quote.

2.2.6 The Client shall indemnify the Developer from all costs, expenses and losses incurred by the Developer should the Client cancel an accepted quote.

3. CHANGES TO SUBMITTED TEXT

3.1 Text submitted to the Developer is expected to be the Client's final text. Minor changes will be handled as part of the normal development process and included in the quoted price, but time required to make substantial changes to Client-submitted text after the web pages have been constructed will attract additional charges billed at the Developer's current hourly rate as shown on the accepted quote.

4. VARIATIONS

4. Variations to the original brief by the Client will attract additional costs, unless agreed in writing by the Developer

5. CLIENT RESPONSIBILITY

5.1 The Client shall complete tasks and/or provide content as requested by the Developer in a timely manner on due date (emails accepted) as specified in the Client Responsibility Form. If after three email requests from the Developer (usually spread over a week period) the Client has still not provided the content as agreed then the Developer shall reschedule the Project and invoice the Client for work completed to date. The rescheduling could be several weeks or months later depending on the Developer's existing work load. The overall cost of the Project will not increase providing there are no variations to the original brief.

6. PAYMENT

6.1 Website Design & Development

6.1.1 Prior to commencing the design stage the Developer will require payment of 50% (fifty percent) of the design fee. Before commencing the development stage the Developer will require payment of 50% (fifty percent) of the development fee. The Client acknowledges the

Developer is under no obligation to undertake work as requested by the Client until scheduled payments are received by the Developer in full.

6.1.2 The Client must, within fourteen (14) days of the Client receiving the Developer's final invoice, pay the Developer the total amount set out in the invoice. The Developer reserves the right to alter the time of payment at the Developer's discretion as detailed in the quote.

6.3 Interest

The Developer may charge interest at two (2%) per centum above the commercial lending rate of the Australia New Zealand Banking Group Ltd (ANZ) calculated on a daily basis on amounts not paid within the time specified in the invoice provided by the Developer.

6.4 Damages

The Client must pay to the Developer any costs, expenses or losses incurred by the Developer as a result of the Client's failure to pay to the Developer all sums outstanding as owed by the Client to the Developer including without limiting the generality of the forgoing any debt collection and legal costs incurred in enforcing payment on a solicitor and own client basis.

7. DATA ERRORS AND LIABILITY

7.1 The Developer will exercise all due care to ensure that web sites worked on by the Developer are free from errors.

Any errors made by the Developer in the course of working on a Site will be corrected by the Developer.

7.3 The Client shall carry out a full review of the Site prior to publishing to the final "live" host server. Testing will be carried out within a secure temporary test location. Once the Client "signs off" on the Site (takes responsibility for content and operation), and any final payments are complete, the Site will be published on its designated final "live" host server.

7.4 The Developer does not accept any responsibility for losses or damage arising from errors within any Site or for losses or damage arising from a Site that is not placed "live" on the Internet.

8. FILMS AND IMAGES

Films and images supplied by the Developer to the Client are subject to intellectual property and are for the Client's use only. Such products are not to be reproduced and can only be transferred as part of a sale of business assets.

9. WEBSITE HOSTING

9.1 The Developer does not represent or warrant that the Client will receive continual and uninterrupted service during the term of this agreement. In no event shall the Developer be liable to the Client for damages resulting from or relating to any failure or delay of the Developer to provide service under this agreement.

10. SEARCH ENGINE OPTIMISATION

10.1 Should the Developer be engaged to provide search engine optimization services, it is warranted the Developer will do so to industry standards. The Developer provides no guarantee of search engine positioning or high rankings.

11. DISCLAIMER

11.1 The Developer will make all reasonable efforts to include accurate and up-to-date information on www.vandelmedia.com and the Client's website, but the Developer assumes no responsibility for the accuracy of such information and such information is subject to change at any time without notice.

11.2 The Developer makes no warranties or representations of any kind with respect to the information

on www.vandelmedia.com and the Client's website expressed or implied, including but not limited to warranties of merchantability or fitness for a particular purpose.

11.3 The Client agrees that all access to and use of www.vandelmedia.com and any linked website and the content thereof is at the Client's own risk. Neither the Developer nor any party involved in creating, producing or delivering www.vandelmedia.com and the Client's website shall be liable to any person for any direct, incidental, special, consequential, indirect or punitive damages arising out of access to, use of, reliance on or inability to use www.vandelmedia.com and the Client's website, or any errors or omissions in the content thereof.

12. CLIENT CONFIDENTIALITY

The Developer shall treat the Client's website applications and business dealings, including but not limited to the disclosure of any proprietary information to third parties, as confidential, unless it is deemed necessary for the maintenance of the server and associated programs or disclosure is required by law.

13. LIABILITY

13.1 Non-excludable Rights

The parties acknowledge that, under applicable State and Commonwealth law, certain conditions and warranties may be implied in these terms and conditions and there are rights and remedies conferred on the Client in relation to the provision of services which cannot be excluded, restricted or modified by the Agreement ("Non-excludable Rights").

13.2 Disclaimer of Liability

The Developer disclaims all conditions 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 all those conditions and warranties and all those rights and remedies are excluded other than any Non-excludable Rights. To the extent permitted by law, the liability of the Developer for a breach of a Non-Excludable Right is limited, at the Developer's option, to the supplying of the services again or payment of the cost of having the services supplied again.

13.3 Indirect Losses

Notwithstanding any other provision of these terms and conditions, the Developer is in no circumstances (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 loss or damage of any nature whatsoever caused by the Developer's failure to complete or delay in completing the Project.

13.4 Force Majeure

The Developer will have no liability to the Client in relation to any loss, damage or expense caused by the Developer's failure to complete the Project as a result of fire, flood, tempest, earthquake, riot, civil disturbance, theft, crime, strike, lockout, breakdown, war, the inability of the Developer's normal suppliers to supply necessary material or any other matter beyond the Developer's control.

13.5 Client's Property

Property of the Client held by the Developer will be handled with care but ultimately any such property will be at the Client's own risk.

13.6 Custom Code

Custom code created for a Client shall be to industry standards at the time of going live. Should a Client choose to leave the Developer and use another web developer, then any claimed support or liability on the part of the Developer shall cease. The Client agrees to indemnify the Developer from any claim for costs, expenses and losses relating to the expired custom code.

15. PRIVACY

15.1 The Client hereby authorises the Developer to collect, retain, record, use and disclose consumer and/or commercial information about the Client, in accordance with the Privacy Act 1988, to persons and/or legal entities who are a solicitor or any other professional consultant engaged by the Developer, a debt collector, credit reporting agency and/or any other individual or organisation which maintains credit references and/or default listings.

15.2 The Developer may give information about the Client to a credit reporting agency for the purposes of obtaining consumer and commercial credit reports and/or lodging consumer and commercial defaults on the Client's credit file. This information may be given before, during or after the provision of credit to the Client and will be in accordance with the Privacy Act 1988 and subsequent amendments.

16. SECURITY AND CHARGE

The Client hereby charges all property, both equitable and legal, present or future of the Client in respect of any monies that may be owing by the Client to the Developer under these terms and conditions or otherwise and hereby authorises the Developer or its solicitors to execute any consent form as its attorney for the purpose of registering a caveat over any real property owned by the Client at any time or to register this charge over assets of the Client with the Australian Securities and Investments.

17. GENERAL MATTERS

17.1 No Waiver

A power or right is not waived solely because the party entitled to exercise that power or right does not do so. A single exercise of a power or right will not preclude any other or further exercise of that power or right or of any other power or right. A power or right may only be waived in writing, signed by the party to be bound by the waiver.

17.2 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.

17.3 Governing Law and Jurisdiction

These terms and conditions are governed by the law in force in the State or Territory in which the Developer'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.