



## Terms and Conditions

### 1 DEFINITIONS

**1.1 The Client:** The company or individual requesting the services of Kelbourne Pty Ltd, trading as WSS Media

**1.2 WSS Media:** Kelbourne Pty Ltd Trading as WSS Media

**Client:** {Client Name}

**Service Quotation Number Bound To These Terms and Conditions** {Quotation Number}

**By placing an order with WSS Media, The Client agrees to be bound by these Terms and Conditions.**

### 2 GENERAL

2.1 WSS Media will carry out work and offer services only where an agreement contained in and bound by these "Terms and Conditions". The "Terms and Conditions" will be supplied by registered post, fax or email, and signed (either digitally via email or physically via fax or return registered post) by the client and WSS Media.

2.2 An 'order' is only deemed as an order when all project stakeholders sign the "Terms and Conditions" pursuant to clause 2.1

2.3 The service and costs provided to the client via the quotation number bound by these Terms and Conditions, apply to the client on the basis of information briefed to WSS Media by the client.

2.4 The total cost for the supply of services will be advised to, and agreed by, the client prior to the commencement of these Terms and Conditions.

2.5 For requested services that fall outside the current quotation, the client will be provided with an additional quotation detailing the additional costs. No such additional services will be carried out until an authorised letter or email of conformation for said services has been received from the client accepting the provided quotation.

### 3 PAYMENT OF ACCOUNTS

3.1 It is the WSS Media policy that all and any outstanding accounts for work or services carried out by WSS Media are required to be paid in full no later than 14 days from the date of the unless by prior arrangement with WSS Media.

3.2 Any late payment of the amount outstanding on the invoice will be subject to a rate of interest 5% above the Reserve Bank of Australia base rate.

3.3 All queries relating to WSS Media invoices must be made in writing within 7 days of the date the invoice was raised.

3.4 Any breach of payment shall entitle WSS Media to terminate, without prior notice, each and every activity concluded under these Terms and Conditions of business between the client and WSS Media. This includes all website hosting or any prepaid service supplied by WSS Media.

**SERVICE SPECIFIC CONDITIONS WILL BE IN HERE WHEN AN ORDER IS AGREED. CLIENT WILL APPROVE BEFORE ORDER IS ACCEPTED.**

### 4 GOVERNING LAW AND JURISDICTION

4.1 These Terms and Conditions shall be governed by and construed in accordance with the Law of Australia and the parties hereby submit to the exclusive jurisdiction of the Courts of Australia.



### 5 PAYMENT CONDITIONS

Accepted quotation number bound by these Terms and Conditions:		{1234}
Deposit:	20%	{\$0.00}
Second Deposit: (On Artwork Completion)	40%	{\$0.00}
Final Balance: (Completion of Website Build before Website Launch)	40%	{\$0.00}

### 6 STAKEHOLDER AUTHORISATIONS

You acknowledge you have read all pages and agree to be bound by these Terms and Conditions

**Client:** **WSS Media:**

**Signature:** **Signature:**

**Position:** **Position:**

### 7 ACCEPTANCE INSTRUCTIONS

This document is set to read only. To accept these Terms and Conditions, please return in an email as an attachment with your digital signature in the "Subject" line of the return email. See image below.



Please retain our email to you with our digital signature in our subject line for your records. Completing this action and the payment of the deposit will deem the acceptance of these Terms and Conditions contract between all the above signed stakeholders.

An image of the "14 PAYMENT CONDITIONS" and "15 STAKEHOLDER AUTHORISATIONS" has also been included in the body of the email for extra security against document change for your protection.