

Software Development Terms and Conditions

Terms and Conditions

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1. Quotations and Estimates

- All quotations and estimates provided by Click 2 Install are valid for a period of 30 days from date of issue. Quotations not accepted within this timeframe must be re-issued.
- All quotations are required to be accepted using the supplied Quotation Acceptance Form and returned to Click 2 Install within the 30 day period from date of issuance.
- All quoted prices, excluding where indicated, do not include Goods and Services Tax.
- Estimates may be provided by Click 2 Install to offer the client a guide on the projected costing of a project prior to any discovery or research for said project. All estimates will be clearly marked as such and are not an indication of the exact final cost to develop the application.
- All estimates will need to be formalized to a quotation or invoice before acceptance by either party as the final cost of the application.

2. Payment Terms

- All quotations provided by Click 2 Install, require a 30% deposit upon acceptance.
- Unless prior arrangement has been made, final payment is strictly net 7 days from the date of completion.
- Click 2 Install do not accept personal cheques.
- Any cost arising from payment clearings or transaction charges are solely the responsibility of the client and will be charged as such.
- Click 2 Install will only commence work on the quoted application once any deposited funds have cleared.

3. Residency Requirements

- Minimum requirements for where the completed application will reside, will be provided on all Click 2 Install quotations.
- The quoted cost on a Click 2 Install quotation is only valid if the minimum residency requirements are met or exceeded for said quotation.
- Click 2 Install can provide, as an additional service, a package that will meet the stated requirements. The package offered will provide the most streamlined and cost-effective installation of the quoted application.
- If a Click 2 Install package is not used to host the completed application, Click 2 Install will not be liable for any additional time or resources, above and beyond that already included in the quotation, required to get the completed application installed where the client has asked it to reside.
- Click 2 Install will bill any additional time and or resources, above and beyond that already included in the quotation, required to get the completed application installed on the clients host at \$100 per hour excluding GST. The minimum cost for this will be 3 hours at the abovementioned rate.

4. Intellectual Property

- Unless specified all quotations provided by Click 2 Install, do not include any source code license.
- All source code and associated intellectual property relating to said source code, developed by Click 2 Install, solely remains the property of Click 2 Install, except where specific code license has been issued to the client and said issuance has been indicated in writing from Click 2 Install.
- Click 2 Install reserve the right to implement licensing features within the quoted application, except where code license has been issued by Click 2 Install.
- Any alteration, reverse engineering, or manipulation of any kind on the code, compiled or otherwise, created by Click 2 Install for the quoted application may be a breach of trademark and copyright laws. If said breach is confirmed, penalties will apply under the relevant acts.
- Any costs incurred by Click 2 Install for third party code license required to complete the quoted application are the responsibility of the client and will be solely borne by the client. Any such third party code license will be attached to the existing Click 2 Install code license for the quoted application.

5. Cancellations

- Should the client wish to cancel acceptance of the quotation, Click 2 Install will invoice the client for any work completed to date, as a percentage of the total work involved.
- The minimum cancellation fee will be 30% of the signed quotation.
- The client must advise Click 2 Install in writing of the request not to proceed with work.

6. Content

- Clients are required to ensure that the content of the application being quoted adheres to all the current Australian legislation regarding publication.
- The client shall further indemnify Click 2 Install in respect of any claims, costs and expenses that may arise from any material included within the quoted application by Click 2 Install at the client's request.
- Click 2 Install reserves the right not to include any material supplied by the client within the quoted application if Click 2 Install deems said material inappropriate or offensive.
- Click 2 Install will not populate the application with the final content unless said content is delivered to Click 2 Install in digital format prior to commencement of work. Said content, if available, will be used for testing purposes and may not be formatted how the client requires it. If content is not available mock placeholder content will be used.
- It is the client's responsibility, in all cases, to ensure the applications content is displayed and formatted as they require. If the client cannot format the applications content, Click 2 Install will offer this service at Click 2 Install's current hourly rate at the time of the request.

7. Permissions and Copyrights

- The client will obtain all necessary permissions and authorities with respect to the use of all copy, graphics, logos, names and trademarks and any other material supplied by the client to Click 2 Install.
- Supply of said material by the client to Click 2 Install shall be regarded as a guarantee from the client that all such permissions and authorities have been sought and obtained for said material.
- No responsibility will be accepted by Click 2 Install for damages or losses incurred by the client from the use of material for which permission or authority has not been obtained.

8. Errors and Liabilities

- Click 2 Install will pursue due care to ensure applications create by Click 2 Install are free of errors.
- Click 2 Install will correct any errors made by Click 2 Install staff in the undertaking of the quoted application.
- Click 2 Install does not accept responsibility for losses or damage arising from errors within any application.
- Click 2 Install does not accept responsibility for errors, damages, losses or additional costs that relate to third party products that Click 2 Install may require completing the quoted application.

9. Alterations

- Any alterations requested by the client after development has begun will incur extra development and regression testing time. Dependent upon the alteration or change requested an average of 3 days extra development time per alteration should be allowed for. The 3 day average may not be indicative of the time required and can be extended commensurate of the time involved to implement said changes.
- Click 2 Install will not accept responsibility for any alterations performed by the client or any third party which may cause or induce errors within the quoted application.
- If Click 2 Install are required to correct said alterations or errors resulting from said alterations, induced, injected or otherwise caused by parties other than Click 2 Install, the client will be charged at the hourly rate that is current for Click 2 Install at the time said errors are to be fixed.

10. Completion of Work

- All timeframes offered by Click 2 Install to the client are estimates. The intrinsic nature of software development and its intricacies do not offer Click 2 Install the luxury of defining definite timeframes.
- Click 2 Install will endeavor to complete all work within the estimated timeframes discussed with the client in the quotation. However, Click 2 Install will not be liable for any penalties, monies or hardships otherwise incurred by the client if the application cannot be delivered within the estimated timeframe.
- Click 2 Install will not release the quoted application unless all payments have been met under the obligations of the quotation or work agreement.
- If Click 2 Install does not have control over the residence (see [Residency Requirements](#)) where the finished work will reside then full payment must be made prior to said work being released by Click 2 Install.
- The quoted application remains the property of Click 2 Install Software until all obligations have been met for release of said application to the client.

- If Click 2 Install is working as a third party to another company, said company is responsible in meeting the obligations for release of the quote application to their client.

Within the scope of these Terms and Conditions and any documents accompanying these Terms and Conditions;

1. Application and quoted application refers to the product that is being quoted or referenced to within the quotation, estimate or invoice.
2. Client refers to the person or body that is referenced within the quotation, estimate or invoice as being the requestor of said document or a representative of the requestor acting on their behalf.
3. Third party product refers to any code, product, library or reference that is not solely created by Click 2 Install or representatives of Click 2 Install.
4. Code and source code refers to any programmatic files that Click 2 Install need, create, use or require during the course of developing the quoted application.
5. Residency is the term used for where the developed application will reside once completed, this could be, but not limited to; a web server, in-house server, external server, or client desktop computer.