

Welcome... to the creative and passionate world of Walker Designs.

Making sure we're on the same page...

At Walker Designs we operate ethically and transparently, and like to partner with clients with the same ethos. We understand our professional obligation and have zero tolerance for negligent acts or omissions during the course of practising our craft.

Therefore, in the name of transparency, we ask that you please read the following 'small print' associated with engaging the services/partnering with Walker Designs.

If you are a new client to Walker Designs and decide to engage our services, you will be asked to complete a New Client Form that also contains this 'small print'. At that stage you will be asked to read and accept the 'small print' conditions, as stipulated, on behalf of the Company/Business.

The important small print

Universal clauses

(applicable to all services provided by walker designs)

Quote/Estimate

1. A quote/estimate is developed and presented based on the project scope of works identified during communication between Walker Designs and the client.
2. A quote/estimate is valid for 30 days.
3. Any variations to the scope of the project may incur additional charges and/or require a revised quote/estimate.

Quote/Estimate Approval

1. Electronic approval of all quotes/estimates is required by the client, before a project can commence.
2. By approving a quote/estimate, the client is agreeing to the project scope of works, budget and time frame.

New Client Form

1. New clients are required to complete a 'New Client' form.
2. Projects cannot commence without electronic approval of a quote/estimate and the completion of a 'New Client' form.

Project Delivery

1. To achieve the desired success of projects and ensure we deliver to standard, to an agreed budget and within an agreed time frame, it is always our aim to be proactive and keep projects moving. However, to ensure this success, projects need to be driven by both parties.
2. When a project slips beyond the initial agreed time frame, we have found that budget issues can occur and focus can deteriorate.
3. Should a project go beyond the initial agreed time frame, Walker designs will (in collaboration with the client); reassess and revise the timeline, and if necessary re-quote to meet the revised requirements.

Project Delays

1. Should a project encounter a delay and be placed on hold or become inactive for more than 6 weeks, Walker Designs will archive the project (until further notice) and raise an invoice for work completed to date.

Payments Terms

1. Walker Designs payment terms are strictly 14 days from date of invoice unless otherwise agreed.
2. Should the account slip beyond these terms, a once-off alternative arrangement can be discussed.
3. Should full payment of a project be delayed beyond Walker Designs trading terms due to a dispute of any kind, Walker Designs reserves the right to;
 - a. place a project on hold
 - b. withhold delivery of printed material
 - c. deactivate a website and/or cancel a hosting account
 - d. remove any online material
 until such time as payment is received in full and/or the dispute is resolved.
4. Constant payment delays may result in your account with Walkers being suspended and the outstanding invoices being lodged with the Tasmanian Collection Service for immediate action. Should that be the case, all collection agency fees will be passed on to the client.

Invoicing

1. Invoices are raised in one of two ways; 1. In full upon completion of a project or 2. At milestone stages.
2. Please refer to your quote/estimate for clarification of invoicing on your project.

Staged Invoicing (Applies To Projects Quoted \$2,000+Gst And Above)

1. Projects that are large, complex, have an extended timeline or are of a higher value are invoiced in stages (refer to quote/estimate for details).

10% Contingency

1. A 10% contingency applies to all large-scale projects to allow for any unforeseen issues that may arise (refer to quote/estimate for details).
2. The contingency may also be activated should out-of-scope work be required.
3. Should contingency be required, the client will be informed accordingly.

Account/Invoice Queries

1. Invoices/Statements are despatched via email by Walker Designs accounts departments.
2. If you need a copy of an invoice, please email: accounts@walkerdesigns.com.au
3. Should you have a question regarding invoice detail or project charge, please contact your Walker Designs representative as the accounts department are not privy to the actual work undertaken on projects.

Artwork Ownership

1. To avoid discrepancies pertaining to the ownership of artwork created by Walker Designs as commissioned by the client, we would like to confirm the following:
 - a. In general, it is industry standard that design/advertising agencies remain the owner of all working files. The files hold our intellectual property, technical ability, resource material and our point of difference from competitors. The client remains the owner of the end product, final PDF files, and all material supplied.
 - b. Logo and branding elements are supplied, upon approval, in various formats for client ownership and use.
 - c. All other approved artwork is supplied as high res print ready PDF files (suitable for output) for every completed project.
 - d. In the event that the client requests a full working file (or files) for a specific project(s), a fee will be confirmed upon request. The fee will be based on a combination of the value of the intellectual property utilised for the project (or projects) and the time required to organise, package and supply the file(s) requested.
2. In general terms Walker Designs remains the owner of the following property:
 - a. All original artwork created by Walker Designs whether draft or mock-up.
 - b. All intellectual property to design, build and code projects.
 - c. Working files and file structures.
3. In general terms the client remains the owner of the following property:
 - a. Finished high res PDF files of all artwork created.
 - b. Published website, web files, HTML, CSS and PHP coding, database structure of website.
 - c. All intellectual property rights in any and all text, images or other components and materials owned and supplied by the client.
 - d. Software, related documentation, marketing material, logos and tag lines, supplied by the client.

Print Design & Development

(Clauses Specific To This Service)

Approvals

1. Electronic approval of all quotes/estimates is required from the client, prior to project commencement. Depending on the project, milestone approvals throughout a project may also be required.
2. Approval milestones are necessary to ensure both parties are on the same page and the project is on track. It is also to ensure we avoid any misinterpretation and a successful outcome is achieved.

Content Accuracy

1. We strive to deliver projects with content that is 100% accurate and effective, however, ultimately it is the clients responsibility to ensure all content is accurate.
2. Walker Designs is not liable for loss of income as a result of incorrect information being released to the public (printed, online or otherwise).

Printing

1. As with the design, an electronic approval of all printing quotes/estimates is required from the client, prior to print commencement.
2. Should print specs/quantities etc change, an additional quote will be presented or the original quote revised accordingly.

Note #1: Due to a design proof being produced by digital means, the colour reproduction may not give a true representation of the completed job. Therefore, a design proof should only be used as a guide.

Note #2: Walker Designs is not liable for costs involved in re-prints when artwork has been incorrectly approved by the client.

Web/Digital Design & Development

(Clauses Specific To This Service)

Approvals

1. Electronic approval of all quotes/estimates is required, from the client, prior to project commencement. Depending on the project, milestone approvals throughout a project may also be required.
2. Approval milestones are necessary to ensure both parties are on the same page and the project is on track. It is also to ensure we avoid any misinterpretation and a successful outcome is achieved.

Project Time Frame

1. With most projects, we aim to deliver within a 3 to 6-month time frame from commencement to go live. When a project slips beyond a 6-month period we have found that budget issues occur, contingency is required and focus can deteriorate.
2. A full and detailed schedule will be supplied upon approval of quote/estimate.
3. We promise to be proactive and keep projects moving, however to ensure the desired success all web projects need to be driven by both parties.
4. Should a project go beyond the initial agreed time frame, Walker designs will (in collaboration with the client); reassess and revise the timeline, assess the 10% contingency and if necessary re-quote to meet the revised requirements.

Website Hosting

1. Walker Designs recommend hosting accounts that we can design and setup based on your needs. Depending on general bandwidth requirements and disk space required for your website or email services, we can recommend a hosting package to suit your requirements.
2. We recommend hosting with Walker Designs so your site is in an environment where we have access and can fully support it. Walker Designs can also ensure that the features required to run your website effectively are supported, while providing high quality/express technical support response.
3. Ultimately it is the client's decision to host his/her website(s) and domain(s) with a compatible provider of choice. If hosting outside of Walker Designs, we suggest our clients ensure their web host can provide adequate technology and performance, quality service and prompt support, and are diligent when it comes to security issues.

4. If you encounter problems with a web host, other than our recommended hosting, the cost of troubleshooting is charged in addition to the quoted project fees.
5. If you do not have an existing website hosting account or would like to consider an alternative option, please ask us about our competitive hosting packages.
Note: Hosting is an additional cost to this website design and development quote/estimate.
6. The Walker Designs dedicated hosting servers are provided by Web24 (web24.com.au) and are of the highest standard. It is an Australian based hosting solution that provides secure, fast and reliable website performance.
7. If you do decide to host your website with another provider, Walker Designs is not liable for security breaches and upgrades. Walker Designs only provides notification of security breaches and urgent upgrades required for all websites hosted by Walker Designs.

Website Security

1. All websites developed by Walker Designs are coded to comply with current web standards and security mechanisms to deter external interference.
2. Websites are trialled, tested and checked with online security in mind. However, we cannot guarantee that your site will never be hacked or targeted by an external online force as unfortunately highly intelligent and malicious hacking communities exist.
3. Walker Designs is not liable should a site require a rebuild due to continual online hacking attempts, as unfortunately this is a circumstance beyond our control.
4. If a system or CMS upgrade is required to prevent hacks, the client will be notified of costs involved and approval sought prior to upgrading. In the event that a website upgrade is declined or not responded to by a client, Walker Designs is not liable should a site require a rebuild or if access to restricted areas and/or data is compromised.
5. Where websites have restricted areas, accessible only by security passwords/codes, these passwords/access codes are provided by Walker Designs, in confidence, to the client. Responsibility of the distribution of such security information amongst Company personnel or third parties is the responsibility of the client.

It is the client's responsibility to change or organise changing passwords/access codes, should Company personnel move on or they become at risk with a third party.

Walker Designs is not liable should a website be compromised by past or current Company personnel or third parties, whereby access has been provided by the client.

6. Walker Designs are designers, developers, coders, builders of online products e.g. websites, as detailed in all quotes provided. Walker Designs are not providers of online IT cyber security services. We recommend that our clients develop a strategic and holistic view of information governance and IT security as no organisation or individual is immune to cyber threats.

Search Engine Optimisation (Seo)

1. Websites are built to current web standards which make it easy for search engines to find and rank i.e. separation of style from content, search engine friendly URL's and unique page titles. Please be aware that even with these standards it can be a challenge to rank highly in Google and other search engines due to the number of websites competing for search engine ranking.
2. Walker Designs provide a service and can assist with advice on how to optimise a site to improve ranking, however, cannot guarantee high search engine ranking as this is ultimately administered by search engines themselves e.g. Google.
3. Remember building your site is only the first step, we recommend incorporating a plan to ensure your website remains relevant, up-to-date, fresh and appealing to assist with the website's SEO/ranking.

Browser And Mobile Device Support

1. Web technology created by Walker Designs will appear and function optimally on current versions of Microsoft Edge, Firefox, Apple Safari and Google Chrome. Given these browsers automatically update themselves frequently, there is little need to support versions of these browsers that are more than 2 years old. If you require your website to work on a specific unsupported browser, please let us know and we can make an allowance in the quotation.
2. As with browsers, mobile responsive sites are built to support popular and latest technology mobile devices such as iPhones, iPads, windows phone and androids. Where supported, the site will appear and function optimally for mobile technology. Please be aware that mobile devices display websites differently to desktop and laptop computers. The site may look and function differently to the main website (e.g. link hover states, and drop-down menus do not work on most smart phones).

Training

1. For those sites that contain a Content Management System (CMS) a training session on CMS is provided at Walker Designs. Extra training sessions can be arranged for an additional charge.

Note: The training component of the quotation is based on the training being completed at Walker Designs, should on-site training be required an additional charge applies.

Pre-Go Live Check & Approval

1. With a new website or a revamped site, Walker Designs will complete a pre-live checklist.
2. It is also expected that the client will go through the site thoroughly prior to go live approval.
3. It is the responsibility of the client to check his/her website thoroughly including, but not limited to; copy, images, video, links, search engine rankings, online shop, device responsiveness, pricing etc.
4. Electronic go live approval must be supplied by the client prior to making the website live.
5. We strive to deliver projects with content that is 100% accurate and effective, however, ultimately it is the clients responsibility to ensure all content is accurate.

Live/Testing/Support Period

1. Although all website are tested prior to upload by Walker Designs, unforeseen bugs may occur once a site is live.
2. Website quotes cover support calls/emails for a period of up to two-weeks from the website go live date.
3. It is the responsibility of the client to check his/her website thoroughly including, but not limited to; copy, images, video, links, search engine rankings, online shop, device responsiveness, pricing etc.
4. Once a website is live we recommend clients test, check and put a website through its paces throughout the two-week grace period, identifying and enabling Walker Designs to iron out any issues (should any occur).
5. These changes must be directly related to the project scope detailed in the original/approved quote. Requests that fall outside of this quote/estimate are considered out-of-scope and will be charged accordingly.
6. Once the two-week 'testing and tweaking' grace period has expired all requests (e.g. support calls and/or emails) are considered ongoing website maintenance and time will be charged accordingly.

Liability

1. Should a website go live and issues occur due to a third-party behaviour or decision, including but not limited to: search engine indexing or ranking, page listings etc, Walker Designs are not liable for any loss suffered or incurred by the client/ the business whether or not the client was aware of the possibility of such loss when this project was approved.
2. In the unlikely event that this occurs, the client is still liable to pay for all services rendered and completed by Walker Designs.
3. Walker Designs is not liable for loss of income as a result of incorrect information being released to the public (printed, online or otherwise).
4. Walker Designs are not liable for any;
 - a. Indirect or consequential loss, or any loss of revenue, loss of profit, loss of business opportunity, or payment of liquidated sums, penalties or damages under any agreement sustained by the client or any other person arising from or in connection with this project;
 - b. Loss the client suffers or incurs in connection with this project that is caused by (or to the extent contributed to by) the acts or omissions of a third party, CMS or website tools used;
 - c. Loss the client suffers or incurs due to factors outside Walker Designs control.

Thank you for taking the time to read through the 'small print' and being on the same page!

If you have any questions on any of the points above, please contact your Walker Designs Representative.

PHEW ... now that's out of the way let's get started, shall we?