

1. Digital Freak will carry out the services set out in the Proposal on the terms and conditions provided hereunder and the Client has read and agrees to the Terms and Conditions.
2. The price for the services shall be that set out in the Proposal. Any variation or additional works shall attract a further charge as directed by the client in writing and only if approved by the client in advance.
3. The Proposal is valid for 30 days.
4. Pricing within the proposal is on the basis that the services to be carried out by Digital Freak are to be done within the estimated timeframe. In the event Digital Freak are unable to complete services through no fault of their own in the estimated timeframe due to access difficulties and/or delays in the transfer of required information or content from the client then Digital Freak reserves the right to reschedule for the services.
5. When scheduling the Clients work with Digital Freak, a deposit will be required to secure the booking and the payment terms clearly outlined in the proposal or project scope document.
6. Information provided in the Proposal is only applicable to the scope of works within it. Changes to the scope may alter the fee and timeframe, if this is the case then Digital Freak will write to the client and confirm any variations, for acceptance by the client by return. Access to required information to fulfil the requirements of the scope may impact the delivery of the timeframe of the proposal. If access is not within the agreed timeframes and will impact the timeframe of the agreement then Digital Freak will likewise write to the client advising them such and seek an extension to the timeframe.
7. All visual aids such as sketches and diagrams provided with this Proposal are not to scale.
8. The Client shall give Digital Freak access to any technical information, log ins and content in such reasonable times as may be required by Digital Freak to carry out the required services.
9. Any legal titles and ownership of property are assumed to be held by the Client unless Digital Freak is advised otherwise. It is the Clients responsibility to ensure any permits or permissions required to access and carry out the services are given, in writing, to Digital Freak by the legal owner of the property prior to services commencing.
10. The Client warrants that the project or property is not in breach of any applicable codes, ordinances or other government regulations.
11. All due care has been taken by Digital Freak to ensure information has been obtained from reliable sources, however, Digital Freak can neither guarantee nor be responsible for the accuracy of the information provided by aforementioned sources.
12. Digital Freak shall not be liable for any loss or damage caused in accessing the client technical information beyond the reasonable control of Digital Freak.
13. Digital Freak shall be under no liability to the Client for any indirect loss and/or expense (including loss of profit) suffered by the Client arising out of a breach by Digital Freak of this agreement, other than refunds noted within it.
14. In the event of any breach of this agreement by Digital Freak the remedies of the Client shall be limited to damages. Under no circumstances shall the liability of Digital Freak exceed the price of the services.
15. Digital Freak will not be liable for any failure or delay caused by force majeure, natural disaster or any other delay outside the control of Digital Freak.
16. All accounts are to be paid in full upon completion of services as per the terms of the proposal unless other arrangements have been made prior to commencing. Our standard payment terms are settlement in full within **14 days**.
17. In the event payment is not received within 60 days of the original due date (as shown on invoice), the Client may incur a late fee of 2% which will be added to the invoice price on the 61st day post due date and thereafter interest shall be incurred on overdue payments daily at the rate of 2% per annum from date of due payment until eventual date of payment.
18. Words denoting the singular shall include the plural and works noting the masculine shall include the feminine and vice versa. Where the client consists of more than one person, the persons shall be jointly and severally liable.
19. In the event that any of the provisions or conditions or part thereof herein cannot be given effect or full force and effect by reason of any statutory invalidity, uncertainty or otherwise the said provision or conditional part thereof as the case may be shall be severed, ignored or read down restrictively to maintain and uphold so far as possible remaining conditions and provisions hereof.