



UNAPOLOGETICALLY CREATIVE

TERMS AND CONDITIONS

Terms and Conditions - Smokeylemon Limited

1. TERMS AND CONDITIONS

1.1 These Terms and Conditions, as amended or replaced from time to time, govern the supply of services ("Services") by Smokeylemon Limited ("Smokeylemon") to any company, organisation or individual ("Client"). By completing and returning the Acceptance Return Form, the Client agrees to engage Smokeylemon on these terms. Any additional or different terms the Client stipulates or states in any communication with Smokeylemon are hereby negated and will not bind Smokeylemon unless Smokeylemon agrees in writing.

2. ESTIMATED PRICING

2.1 Prices are estimates only and may be altered without prior notice.
2.2 Where an estimate includes an estimate of hours needed to complete a Service, Smokeylemon bears no responsibility if the actual number of hours differs from that estimated and reserves the right to revise the estimated price. However, if it becomes clear during the course of providing the Service that the number of hours needed to complete the task will exceed the number of hours estimated, Smokeylemon will notify the Client at the earliest time possible to discuss an updated estimate.
2.3 Unless otherwise stated, any estimate given by Smokeylemon does not include the purchase of domain names, marketing and any other options not specified in the quote.
2.4 All estimates are exclusive of GST. Services supplied by Smokeylemon are subject to GST.
2.5 On all our marketing estimates, prices are subject to change. They're based on the current requirements set by Google, Meta and other digital platforms. These requirements are out of our control. Should these requirements change after the estimate has been signed, the price may be affected.

3. PAYMENT

3.1 A deposit of 50% of the estimated price is required before the commencement of any work unless otherwise agreed in writing. The Client shall pay a further 50% of the estimated price within 7 days of a website going live or service completed. The Client shall pay the remaining outstanding fee plus any other costs or disbursements upon handover of the product. Certain costs or disbursements may be billed to the Client immediately. For example, purchase of a domain name.
3.2 Where Services provided extend over a period of a month, Smokeylemon may submit a detailed payment claim at intervals not less than one month for Services performed up to the end of each month. The value of Services so performed shall include the value of any variations, whether or not the value of such variations has been agreed in writing.
3.3 Unless otherwise agreed in writing, payment must be made within 7 days following the date of invoice. Accounts in default are subject to a penalty interest rate of 2.5% calculated on a daily basis on any amounts outstanding. If payment is not made within the agreed terms, Smokeylemon may suspend or terminate the supply of Services to the Client and may also remove the site from the web and/or suspend hosting services for email.
3.4 Payments, whether one-off or monthly ongoing costs are to be made by bank transfer, or credit card.
3.5 If Smokeylemon incurs any expenses in recovering any monies due from the Client, the Client shall, on demand, pay those expenses.
3.6 All Services provided shall remain the property of Smokeylemon until all amounts owing for the Services have been paid.

4. QUALITY ASSURANCE AND BROWSER COMPATIBILITY

4.1 Smokeylemon makes every effort to ensure the website works on tablets and mobile phones, and in the latest version of the common browsers available for a fully supported operating system. The website will still work in older browsers, however if you want the website to adapt for these, this will be an additional cost.

5. DELIVERY OF SERVICES

5.1 Delivery of Services occurs upon completion of the Services (even if ownership is retained by Smokeylemon).
5.2 Smokeylemon's failure to deliver shall not entitle either party to treat this contract as repudiated.
5.3 Smokeylemon shall not be liable for any loss or damage whatsoever due to Smokeylemon's failure to deliver the Services (or any of them) promptly or at all.

6. CLIENT REVIEW

6.1 During the developmental stage of the service, Smokeylemon may at intervals provide the Client with an opportunity to review the appearance and content of the materials. Such materials will be deemed to be approved by the Client, unless the Client notifies Smokeylemon either in writing or email within 5 days. Once approval or deemed approval has been given, any changes requested by the Client shall incur additional costs. If we have delays by the client of more than 1 month, Smokeylemon reserves the right to charge a re-establishment fee to get the project underway.
6.2 Where design is requested for any service, unless otherwise stated, Smokeylemon will provide up to 2 revisions as part of the estimated cost. Thereafter additional costs will be incurred.
6.3 The client agrees to make available as soon as is reasonably possible to Smokeylemon all materials required to complete the project to the agreed standard and within the set deadline.
6.4 Smokeylemon will not be liable for costs incurred, compensation or loss of earnings due to the failure to meet agreed deadlines.

7. LIMITATION OF LIABILITY

7.1 Where the Client acquires the Services for business purposes, the Client acknowledges that the provisions of the Consumer Guarantees Act 1993 are excluded. Otherwise, all warranties implied by statute shall apply to the supply of these Services.
7.2 The Client agrees to defend, indemnify and hold Smokeylemon harmless from and against any and all claims, losses, liabilities and expenses related to or arising out of the Services provided by Smokeylemon under this agreement, including without limitation, claims made by third parties (including the Client's customers) related to any false advertising claims, liability claims for products or services sold by the Client, claims for patent, copyright or trademark infringement, claims due to disruption or malfunction of services provided hereunder, or for any content submitted by the Client for publication by Smokeylemon.
7.3 Smokeylemon cannot and does not accept responsibility for any alterations by a third party occurring to the Client's web pages once installed.

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Current as of April 2025