

Terms & Conditions

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General T&Cs

These terms and conditions (“terms”, “T&Cs”) are included on all quotes and invoices issued by The Dream Factory Ltd (“The Dream Factory”, “The Dream Factory NZ”, and “The Dream Factory AU”). Acceptance of a quote or payment of a deposit invoice indicates acceptance to the terms and conditions outlined below.

Billing & Payments

All quotes are valid for 30 days unless otherwise specified and payments on invoices are due within 14 days unless otherwise arranged. Deposits are payable within 14 days or prior to commencement of work, unless otherwise arranged.

All works remain property of The Dream Factory until payment in **full**. Late payments incur 1.7% interest for each 30 day period an invoice remains unpaid. Debts remaining unpaid after this 30 day period may be subject to recovery action. If this occurs, you will be liable for payment of any debt collection fees.

Any work beyond the original scope of the project will be communicated to you prior to commencing it. This work will be billed in addition to the quoted amount. Work

beyond the original scope of the project can include (but is not limited to) additional features or extensive revisions and modifications to work originally included within the scope of the work.

Making a payment

Electronic bank transfer is preferred. We also accept Visa, Mastercard, American Express, JCB/UnionPay. Credit card payments may incur additional fees.

Additional Costs from Third Parties

Depending on the solution required, additional costs may be payable directly to third party providers - either as a one-off fee or as an ongoing expense. Common examples include, but are not limited to:

- Domain Name Providers (i.e. MyHost, Rocketspark, Freeparking)
- Website Hosting Providers (i.e. Rocketspark, MyHost)
- E-mail Hosting Providers (i.e. Microsoft, Google Workspace)
- Integration and Add-On Services (i.e. Budibase, Zapier, Google Cloud)

While The Dream Factory assists in recommending and integrating these services, we are not responsible for any financial or billing matters associated with them. All contracts, subscriptions, and payments for third-party services are the sole responsibility of the client.

Please review the terms and conditions of any third-party provider carefully before committing.

Changes to These Terms and Conditions

These terms and conditions are subject to change without notice. The latest version of The Dream Factory's terms and conditions can be found at thedreamfactory.nz/terms.

Service T&Cs

Website Design

Service overview

We will create a custom look and feel for your website and set it up on a website system built to ensure a quality looking website that is easy to update and maintain in the future.

Prior to commencing work on your new website, a non-refundable deposit is payable, subject to our general terms and conditions.

Updates will be provided throughout the design and development progress and you will have the opportunity to deliver feedback, allowing us to adjust and tweak the website to your specifications.

Pricing

Website pricing is quoted according to either an hourly rate (\$125 NZD or \$112 AUD) excluding GST or according to our website design packages unless otherwise specified. Additional features are quoted and charged at an hourly rate. Features requiring less than 1 hour of design will be rounded up to the nearest half hour.

All quotes are subject to a 20% variation, meaning the final cost will be no less than 20% below the quoted amount and no more than 20% above it. Where a project exceeds either 30 days in length or the estimated timeframe a progress payment may be charged to cover costs to date. Excluding additional features, this progress payment cost will not exceed 25% of the quoted amount.

It is highly recommended you get all text content written by a professional and photos taken by a professional photographer to ensure the absolute best result for your website. If this isn't possible, we can source photos and text content at a custom hourly rate quoted and discussed prior to undertaking the work.

Your website design and usability is optimised for a good user experience across all major devices and browsers.

Custom Development Services

Service overview

We will develop a custom digital solution as per your agreed upon specifications. Solutions are built with scalability in mind. Prior to commencing work on your new website, a non-refundable deposit is payable, subject to our general terms and conditions.

Updates will be provided throughout the design and development progress and you will have the opportunity to deliver feedback, allowing us to adjust and tweak the solution to your specifications.

Maintenance & Third Party Dependencies

Some custom-developed solutions may require ongoing maintenance by The Dream Factory to ensure continued functionality. While we strive to communicate maintenance requirements in advance, unforeseen changes made by third-party platforms or services may necessitate additional work beyond what was initially outlined.

For example, if an integration between two platforms is affected by updates or changes introduced by a third-party provider, additional maintenance may be required to restore or adapt the solution.

In such cases, a clear scope of the required work and any associated costs will be provided.

Pricing

Custom development work is quoted according to either an hourly rate (\$125 NZD or \$112 AUD for website development, \$79 NZD or \$70 AUD for all other development) excluding GST or according to our website design packages unless otherwise specified. Additional features are quoted and charged at an hourly rate. All work is rounded up to the nearest quarter hour.

All quotes are subject to a 20% variation, meaning the final cost will be no less than 20% below the quoted amount and no more than 20% above it. Where a project exceeds either 30 days in length or the estimated timeframe a progress payment may be charged to cover costs to date. Excluding additional features, this progress payment cost will not exceed 25% of the quoted amount.

All Other Services

All other services including but not limited to digital consultancy, monthly maintenance packages for websites and custom digital solutions, SEO and Google Business Profile management and sourcing of text & photo content are subject to custom pricing determined by The Dream Factory and agreed upon by the client. Payment terms are as per our "General T&Cs" unless otherwise stated.