

WEB DEVELOPMENT & HOSTING SERVICES AGREEMENT

Professional websites and managed hosting for small businesses.

REFERENCE SCHEDULE

This Agreement is entered into on the Commencement Date between the Supplier and the Client identified at the point of Electronic Acceptance.

BACKGROUND

The Supplier provides website design, development, and managed hosting services to small businesses.

The Client wishes to engage the Supplier to build and manage a professional website for the Client's business.

The parties agree to the terms set out below. This Agreement is entered into on a business-to-business basis.

1. DEFINITIONS

- 1.1 Agreement means this document including the Reference Schedule.
- 1.2 Website Build means the initial design and development of the Client's website as described in clause 4.
- 1.3 Subscription Services means the ongoing hosting, security, support, and website management described in clause 6.
- 1.4 Add-On Services means additional features or services quoted and agreed separately under clause 7.
- 1.5 Material Defect means a functional issue that prevents the website from operating as reasonably intended.
- 1.6 Business Day means a day that is not a Saturday, Sunday, or public holiday in Queensland, Australia.
- 1.7 Electronic Acceptance means the act of ticking the acceptance checkbox and clicking the payment button on the Supplier's onboarding page, which constitutes a valid signature under the Electronic Transactions (Queensland) Act 2001.

2. TERM

- 2.1 This Agreement commences on the Commencement Date.
- 2.2 The Website Build phase concludes upon acceptance under clause 4.
- 2.3 Subscription Services commence on the date the website goes live and continue on a month-to-month basis until cancelled by either party in accordance with clause 3.

3. CANCELLATION

- 3.1 The Client may cancel the Subscription Services at any time by notifying the Supplier in writing (including text message or email). The cancellation takes effect at the end of the current paid billing period.
- 3.2 The Client's website will remain live and fully supported until the end of the current paid billing period.

- 3.3 Upon cancellation, the Supplier will transfer the domain name to the Client at no additional cost, provided all outstanding fees are paid in full. The domain belongs to the Client regardless of subscription length.
- 3.4 Upon cancellation, the Supplier will provide the Client with an export of website files at no additional cost, provided all outstanding fees are paid in full.
- 3.5 The Supplier may cancel this Agreement by notifying the Client in writing. The cancellation takes effect at the end of the current paid billing period. In this event, the Supplier will assist with a reasonable transition, including file export and domain transfer, regardless of subscription length.
- 3.6 If the Client cancels this Agreement before the website has been completed and delivered under clause 4, the Website Build will not proceed further. The first month's subscription fee covers the work already undertaken during the build phase and is retained by the Supplier. Any work completed to that point remains the property of the Supplier.
- 3.7 If a payment is missed, the Supplier will reach out to help resolve it. If payment remains outstanding for more than fourteen (14) days after the due date, the Supplier may temporarily pause services until the account is brought up to date. The Supplier will always notify the Client before any pause takes effect. Monthly fees continue to apply during this period.
- 3.8 If payment remains outstanding for more than sixty (60) days, this Agreement will automatically end. The door is always open for the Client to re-engage the Supplier under a new agreement at any time.

4. WEBSITE BUILD

- 4.1 The Supplier will design and develop the Client's website in accordance with the selected Service Plan and information provided by the Client.
- 4.2 Before any commitment is required, the Supplier will build a homepage preview and deploy it to a temporary link for the Client to review. The Client is under no obligation at this stage.
- 4.3 Once the Client approves the preview, this Agreement is signed (including via Electronic Acceptance), and the first monthly subscription payment has been received, the Supplier will commence the full website build.
- 4.4 The Supplier aims to complete and deliver the full website within fourteen (14) calendar days from the date this Agreement is signed and the Supplier has received all required content from the Client. Delays caused by the Client (including late or incomplete content) or third parties are excluded from this timeframe. Any Client-caused delay must be documented by the Supplier in writing (including text message or email) at the time it occurs.
- 4.5 Two (2) rounds of revisions are included in the Website Build to make sure the final result is exactly what the Client wants. Each round consists of a single set of written feedback provided at one time.
- 4.6 The website is deemed accepted fourteen (14) days after the Supplier notifies the Client that the website is ready for review, unless the Client provides written notice of a Material Defect within that period.
- 4.7 If the Supplier has not substantially delivered the website within twenty-eight (28) days of signing (excluding documented Client or third-party delays), the Client may terminate this Agreement immediately by written notice. In this event, the first month's subscription fee will be refunded in full within fourteen (14) days.

5. SERVICE PLANS

The Client's selected plan is confirmed during onboarding. Each plan includes the Website Build and an ongoing monthly subscription covering hosting, security, updates, and managed support. Full plan inclusions are detailed on the Supplier's website and form part of this Agreement.

All fees are in Australian Dollars (AUD). The inclusions published on the Supplier's website at the time of signing form part of this Agreement and the Supplier will deliver them as part of the selected plan.

6. SUBSCRIPTION SERVICES

- 6.1 From the date the website goes live, the monthly subscription includes managed website hosting, security monitoring and SSL certificate, platform and software updates, regular backups (at minimum weekly), up to 30 minutes of minor text and image updates per calendar month, and technical support via text message or email during Business Days (Monday to Friday, 8:00 AM – 5:00 PM AEST, excluding Queensland public holidays). The Supplier will respond to support requests within two (2) Business Days.
- 6.2 The Supplier will track update time and provide a summary to the Client on request.
- 6.3 The Supplier will use reasonable endeavours to maintain website availability of at least 99% uptime, measured monthly, excluding scheduled maintenance and events covered under clause 17.
- 6.4 The Supplier will use reasonable endeavours to respond to reported issues within twenty-four (24) hours during Business Days. Resolution times may vary depending on the nature of the issue and any third-party involvement.
- 6.5 The Supplier maintains regular backups of the Client's website. In the event of data loss or corruption, the Supplier will restore from the most recent available backup within a reasonable timeframe.

7. ADD-ON SERVICES

- 7.1 Additional services beyond the selected plan (such as Google Ads management, social media, photography, or landing pages) may be offered by the Supplier. These are quoted separately and require written approval before work begins.
- 7.2 Add-On Services are billed separately and may be cancelled independently of the core subscription.

8. PAYMENT

- 8.1 The first monthly subscription fee is payable on the date this Agreement is signed. Subsequent fees are payable on the 1st of each calendar month.
- 8.2 Fees are collected automatically via a secure card-based payment service. The Client's card details are stored securely by the payment processor and the Supplier does not have access to full card numbers.
- 8.3 The Client is responsible for maintaining a valid payment method at all times.
- 8.4 If a payment fails, the payment processor will automatically retry. If payment remains unsuccessful after the retry cycle, the Supplier will notify the Client and clause 3.7 applies.
- 8.5 The Supplier may adjust subscription fees by providing the Client with at least thirty (30) days' written notice. If the Client does not wish to continue at the updated fee, the Client may cancel the subscription under clause 3.1 before the new fee takes effect, with no penalty or additional charges.

9. GST

- 9.1** All fees quoted in this Agreement are exclusive of GST.
- 9.2** The Supplier is not currently registered for GST.
- 9.3** If the Supplier becomes registered for GST, it will be added to invoices in accordance with the law. The Client will be notified at least thirty (30) days in advance.

10. DOMAIN NAME

- 10.1** If the Client does not already own a domain name, the Supplier will organise registration on the Client's behalf.
- 10.2** Domain registration and annual renewal fees are paid by the Client at the registrar's published rate and are separate from the monthly subscription.
- 10.3** Where practicable, the domain will be registered in the Client's legal name.
- 10.4** The domain belongs to the Client. On cancellation, the Supplier will transfer the domain to the Client at no charge within fourteen (14) days of written request, provided all fees are paid.
- 10.5** Renewal invoices are issued ahead of the renewal date so the Client has plenty of time to arrange payment. The Client is responsible for ensuring renewal fees are paid on time to keep the domain active.

11. INTELLECTUAL PROPERTY

- 11.1** For so long as the Client's subscription remains active and all fees are paid, the Client has an exclusive licence to use the website design, visual assets, and custom code created for the Client's website.
- 11.2** Content provided by the Client (text, images, branding) remains the Client's property at all times.
- 11.3** The Supplier retains ownership of hosting infrastructure and server configurations, reusable templates, frameworks, and internal tools, and development methodologies.
- 11.4** The Supplier may feature completed work in its portfolio and marketing, unless the Client requests otherwise in writing.
- 11.5** Upon cancellation, full ownership of the website design, visual assets, and custom code developed for the Client transfers to the Client, provided all outstanding fees are paid in full.

12. WEBSITE FILES AND EXPORT

- 12.1** The Client's website is hosted on the Supplier's managed platform. The Supplier handles all server management, security, and performance so the Client does not have to.
- 12.2** On cancellation, and subject to clause 3.4, the Supplier will provide the Client with an export of their website files within fourteen (14) days of written request, provided all fees are paid.
- 12.3** Website file exports are provided as-is to give the Client full flexibility. Migration, redeployment, and ongoing functionality after export are the Client's responsibility.

13. THIRD-PARTY SERVICES

- 13.1** The Supplier uses third-party platforms (including hosting providers, domain registrars, payment processors, and analytics tools) to deliver the services.

- 13.2** The Supplier relies on trusted third-party providers and will work proactively to minimise any impact on the Client's website in the event of an outage or interruption.

14. LIMITATION OF LIABILITY

- 14.1** To the maximum extent permitted by law, the Supplier's liability is limited to direct losses arising from the services. Indirect, incidental, or consequential losses (including loss of revenue, profit, or business opportunity) are excluded.
- 14.2** The Supplier's total liability under this Agreement is limited to the total fees paid by the Client in the three (3) months immediately preceding the event giving rise to the claim.
- 14.3** Nothing in this Agreement excludes or limits any rights the Client may have under the Australian Consumer Law that cannot be excluded by agreement.

15. CONFIDENTIALITY

- 15.1** Each party must keep confidential any proprietary, sensitive, or business-critical information disclosed by the other party during the engagement.
- 15.2** This obligation survives termination of the Agreement.

16. PRIVACY

- 16.1** The Supplier collects and handles personal information in accordance with the Australian Privacy Act 1988 and the Australian Privacy Principles.
- 16.2** Personal information collected from the Client (including names, contact details, and business information) is used solely for the purpose of delivering the services under this Agreement.
- 16.3** The Supplier will not disclose the Client's personal information to third parties except where necessary to deliver the services (for example, domain registrars or payment processors) or as required by law.
- 16.4** Payment information is processed and stored securely by the Supplier's third-party payment processor. The Supplier does not store or have access to full card numbers.

17. FORCE MAJEURE

- 17.1** Neither party is liable for delay or failure to perform caused by events beyond reasonable control, including natural disasters, government action, internet outages, hosting failures, pandemics, or industrial action.
- 17.2** Affected obligations are suspended for the duration of the event. Both parties will work in good faith to resume normal service as soon as practicable.

18. DISPUTE RESOLUTION

- 18.1** If a dispute arises, the parties agree to first attempt resolution through good faith discussion.
- 18.2** If the dispute is not resolved within fourteen (14) days of written notice, either party may refer the matter to mediation administered by the Queensland Law Society or another agreed mediator. The costs of mediation are shared equally.
- 18.3** Neither party may commence court proceedings until mediation has been attempted, except where urgent injunctive relief is required.

19. ELECTRONIC ACCEPTANCE

- 19.1** This Agreement may be accepted electronically by the Client ticking the acceptance checkbox and completing payment on the Supplier's onboarding page. This constitutes a valid and binding signature under the Electronic Transactions (Queensland) Act 2001.
- 19.2** The Supplier records the date, time, and browser information at the point of Electronic Acceptance. This record serves as evidence that the Client accepted this Agreement.
- 19.3** Electronic Acceptance has the same legal effect as a handwritten signature.

20. GOVERNING LAW

- 20.1** This Agreement is governed by the laws of Queensland, Australia.
- 20.2** The parties submit to the exclusive jurisdiction of the courts of Queensland.

21. GENERAL

- 21.1** This Agreement constitutes the entire agreement between the parties in relation to its subject matter and supersedes all prior discussions, representations, and agreements.
- 21.2** Any amendment to this Agreement must be in writing and agreed by both parties (including via Electronic Acceptance).
- 21.3** If any provision of this Agreement is found to be unenforceable, the remaining provisions continue in full force and effect.
- 21.4** Neither party may assign its rights or obligations under this Agreement without the prior written consent of the other party.