

# WEBSITE CONTRACT

*Website design, hosting and maintenance*

## PARTIES

1. **Maximilian Fassbender**, trading as **MJF Web Studio** (the *Provider*); and
2. the business named in the Schedule (the *Client*).

## BACKGROUND

- A. The Provider designs, builds and maintains websites for small businesses.
- B. The Client wishes to engage the Provider to provide the Services on the terms of this Contract.

## 1. DEFINITIONS

- 1.1 In this Contract:

**Business Day** means a day other than a Saturday, Sunday or public holiday in the state or territory where the Client's business is located.

**Go-Live Date** means the date the Website is first published at the Web Address.

**Monthly Fee** means the amount stated in the Schedule.

**Services** means the services described in clause 2.

**Small Change** means an update to the Website's existing content, such as opening hours, prices, menu items, specials, photos or wording, that does not add pages or features.

**Web Address** means the domain name stated in the Schedule.

**Website** means the website the Provider builds for the Client under this Contract.

## 2. SERVICES

- 2.1 In return for the Monthly Fee, the Provider will:

- (a) design and build the Website for the Client's business, based on the mock-up approved by the Client, so that it works on phones, tablets and computers;
- (b) include the features listed in the Schedule, with orders, bookings or quote requests sent through the Website delivered to the Client's email address;
- (c) register the Web Address in the Client's business name, using the Client's ABN, and renew it while this Contract continues;
- (d) host the Website and keep it available 24 hours a day on a secure (HTTPS) connection;
- (e) make up to five (5) Small Changes each month, within two (2) Business Days of the Client's request by email or text message;
- (f) fix any fault in the Website at no additional cost; and
- (g) help the Client link the Website to the Client's Google Business Profile.

### **3. EXCLUSIONS**

- 3.1 Unless the parties agree otherwise in writing, the Services do not include logo design, photography, email accounts, online card payments, an online shop, advertising, additional pages or a redesign of the Website. The Provider may quote for these separately.
- 3.2 The Provider does not guarantee any particular number of customers, amount of revenue or position in search engine results.

### **4. BUILD AND APPROVAL**

- 4.1 The Provider will build the Website and give the Client a private link to review it.
- 4.2 The Client may request changes in up to two (2) rounds before the Website is published.
- 4.3 The Website will be published only after the Client confirms that it is satisfied with it. No fee is payable before the Go-Live Date.
- 4.4 The Provider will use reasonable efforts to have the Website ready within seven (7) days of receiving the Client's content, such as menus, prices and photos.

### **5. FEES AND PAYMENT**

- 5.1 The Client will pay the Monthly Fee in Australian dollars, monthly in advance, by automatic card payment, starting on the Go-Live Date. A receipt will be emailed to the Client for each payment.
- 5.2 There is no setup fee. GST is not charged, as the Provider is not registered for GST.
- 5.3 The Monthly Fee will not increase for twelve (12) months from the Go-Live Date. After that, the Provider will give the Client at least thirty (30) days' written notice of any change, and the Client may end this Contract before the change takes effect.
- 5.4 If a payment fails, the Provider will notify the Client. If the amount remains unpaid fourteen (14) days after that notice, the Provider may suspend the Website until it is paid.

### **6. TERM AND CANCELLATION**

- 6.1 This Contract starts when both parties have signed or accepted it, and continues from month to month until it is ended under this clause.
- 6.2 The Client may end this Contract at any time by email or text message, without any cancellation fee. The Website will remain live until the end of the month already paid for.
- 6.3 The Provider may end this Contract by giving the Client at least thirty (30) days' written notice. In that case, the Provider will give the Client the Website files at no cost.

### **7. OWNERSHIP**

- 7.1 The Client owns its business name, logo, photos, text, prices, menus and other content it supplies, the Web Address, and all messages sent by customers through the Website.
- 7.2 The Provider owns the design and code of the Website. The Client may use them while this Contract continues.
- 7.3 If this Contract ends, the Provider will help transfer the Web Address to a provider of the Client's choice and will return the Client's content.

- 7.4 Once the Client has paid twelve (12) Monthly Fees, ownership of the Website files passes to the Client at no further cost. Before then, the Client may buy the Website files for a one-off fee of A\$300.

## **8. HOSTING AND AVAILABILITY**

- 8.1 The Website will be hosted with a reputable hosting provider that delivers it from servers in multiple locations.
- 8.2 The Provider will keep previous versions of the Website so that any change can be reversed.
- 8.3 If the Website is unavailable for more than twenty-four (24) consecutive hours, the Monthly Fee for that month is waived, unless the Website was suspended under clause 5.4.

## **9. CLIENT RESPONSIBILITIES**

- 9.1 The Client will:
- (a) provide accurate information, and tell the Provider promptly when its opening hours, prices or other details change;
  - (b) supply only photos, logos and text that it has the right to use; and
  - (c) respond to orders, bookings and quote requests received through the Website. The Website passes these on to the Client and does not confirm them on the Client's behalf.
- 9.2 The Client is responsible for the accuracy of the information it provides.

## **10. PRIVACY**

- 10.1 Customer names, contact details and messages sent through the Website are provided to the Client. The Provider will not use, sell or share them, and will not contact the Client's customers.

## **11. LIABILITY**

- 11.1 If the Provider makes an error, the Provider will correct it at no cost. If the Provider cannot correct it, the Provider will refund the Monthly Fee paid for the affected month.
- 11.2 Nothing in this Contract excludes, restricts or modifies any right or remedy the Client has under the Australian Consumer Law.

## **12. DISPUTES AND GOVERNING LAW**

- 12.1 If a dispute arises, the parties will first try in good faith to resolve it by discussion.
- 12.2 This Contract is governed by the laws of the state or territory in which the Client's business is located.

## **13. GENERAL**

- 13.1 This Contract may only be varied by written agreement between the parties. Email is sufficient.
- 13.2 Notices under this Contract may be given by email to the addresses in the Schedule.
- 13.3 This Contract, including the Schedule, is the entire agreement between the parties about the Services.
- 13.4 The Client may accept this Contract by signing it, or by replying "I agree" to the email with which it was sent.

# SCHEDULE

*Contract details*

|                               |                                                  |
|-------------------------------|--------------------------------------------------|
| <b>Provider</b>               | Maximilian Fassbender, trading as MJF Web Studio |
| <b>Provider's email</b>       |                                                  |
| <b>Client (business name)</b> |                                                  |
| <b>Client's ABN</b>           |                                                  |
| <b>Contact person</b>         |                                                  |
| <b>Client's email</b>         |                                                  |
| <b>Client's phone</b>         |                                                  |
| <b>Web Address</b>            |                                                  |
| <b>Website features</b>       |                                                  |
| <b>Monthly Fee</b>            | A\$100 per month<br>GST not charged (clause 5.2) |
| <b>Go-Live Date</b>           |                                                  |

## SIGNED

### FOR THE CLIENT

Name \_\_\_\_\_

Position \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

### FOR THE PROVIDER

Name Maximilian Fassbender

Position Founder, MJF Web Studio

Signature \_\_\_\_\_

Date \_\_\_\_\_

Under clause 13.4, the Client may instead accept this Contract by replying "I agree" to the email with which it was sent.