



CENTRAL COAST WEBSITES TERMS & CONDITIONS

1. TERMS AND CONDITIONS

These are Central Coast Websites' Terms and Conditions, which govern our services that include Website Design, Website Development, Domain Management, as well as the continuous Licensing and Maintenance for websites either built by Central Coast Websites or transferred to our infrastructure/ servers for ongoing management. By entering into this agreement, you, the client, are contracting with Central Coast Websites, a service provided by Finlane Pty Ltd, located at Suite 2, 43 Brisbane Water Drive, Point Clare NSW 2250. By signing this agreement, the Client accepts our ongoing licensing terms, which cover all services rendered by us, including initial and any subsequent design and development charges.

2. ENGAGING OUR SERVICES

The Client has appointed Central Coast Websites (CCW) as their official partner for website design, website development, hosting, and management services. This agreement signifies a partnership based on mutual respect, and the specific terms of which will be observed throughout the tenure of our business relationship.

- 2.1. It is agreed that all fees paid are final and non-refundable. With exception of the initial 50% deposit if we have not met our contractual obligations as outlined in clause (5) Payment Schedule.
- 2.2. The Client acknowledges that all fees, services, provided documentation, recommendations, and reports are to be treated as confidential between CCW and the Client.
- 2.3. Websites built by another provider and transferred to CCW will not be granted admin access for security purposes and will only be advised if you terminate your contract and transfer your site to another provider.

3. PAYMENT TERMS

The Client agrees to fulfil their payment obligations through Ezidebit, our designated direct debit payment platform. By signing this Agreement, the Client acknowledges their understanding and acceptance of the following payment terms.

- 3.1. Payments for website licensing and management services provided by Central Coast Websites (CCW) shall be drawn monthly in advance between the 10th & 14th of the month. The Client authorises CCW to initiate direct debit entries to the account provided by the Client to Ezidebit.
- 3.2. It is the Client's responsibility to ensure that sufficient funds are available in the provided account during this period to meet the quarterly payments.
- 3.3. In the event that there are insufficient funds in the Client's account or the payment is otherwise unsuccessful, the Client will be notified and will be required to make the payment through alternative means or instruct us to direct debit the funds again. Continued non-payment may result in interruption of services until the due payments are settled. In the event of a declined payment, a dishonour fee of \$50 will be applied to your account based on a fourteen (14) days payment term. If the fourteen (14) day minimum is not met an additional charge of 5% will be charged.

4. PAYMENT SCHEDULE

All projects will be sent a cost proposal with inclusions of work and must be approved by the client prior to work commencing. All projects less than \$1,500.00 will be charged 100% to commence development, all projects valued more than \$1,500.00 will be billed based on our payment schedule detailed below.

Once your project specifications and cost proposal has been approved, we will send your initial design and development invoice at 50% of the total website's charges, this fee is non-refundable. Payment is due immediately and no work will commence until we have received your deposit payment. We reserve the right not



to commence any work until the deposit has been paid in full. Payment will be authorised to be processed via Ezidebit on date of contractual agreement.

50% Deposit	Non-refundable. Required prior to project commencing.
25% Staging	2nd instalment required. 14 days after the initial project commences. Project will be sent for approval.
Remaining 25% Balance	Prior to go live. 30 days after the initial project commences.

The remaining 25% and/or any other charges incurred during the project will be due once the work is completed to your reasonable satisfaction but subject to the terms of the “approval of work” and “rejected work” clauses. Final payment is due within 4 weeks of website development commencing and is payable if the project is delayed by client.

The 50% deposit is only refundable if we have not fulfilled our obligations to begin the work required under the agreement. The deposit is not refundable if the development work has been started and you terminate the contract through no fault of Central Coast Websites.

Ezidebit Direct Debit is required to be activated for all ongoing payments.

Upon completion of the website, the final development and first quarter licensing of the twenty four (24) month contract will commence via Ezidebit. If payment is not made within thirty (30) days after the website has been completed, interest will be accrued on a daily basis at 18% and a 10% overdue payment will be added to the account. Websites will only be deployed for go live once the invoice has been paid in full.

5. HOSTING, LICENSING & MANAGEMENT AGREEMENT

All Websites will be hosted by Central Coast Websites and included in your monthly ongoing licensing charges billed quarterly in advance via Ezidebit (direct debit partner). Our agreement is based on a minimum twenty four (24) month period.

- 5.1. **Additional Storage:** If in the event, your website requires additional storage, memory, or processing capacity, it will necessitate an upgrade to your hosting licence. This adjustment is essential to support the enhanced maintenance and functionality required by the server due to increased website usage. In such cases, we will provide a written notice seeking your approval for the upgrade and the associated charges. Pricing is subject to increase YOY, on the 1st July each year and notification will be advised if charges apply.

Disk Space (MB)	Regular Site	E-commerce Site
0 -3999 (<i>Standard</i>)	\$88 per month	\$119 per month
4000 - 5999	\$110 per month	\$141 per month
6000 - 7999	\$132 per month	\$163 per month
8000 - 9999	\$154 per month	\$185 per month



10,000 - 11,999	\$176 per month	\$207 per month
12,000 and above	Custom Pricing	Custom Pricing

* All Pricing in table is inclusive of GST and is subject to change Year on year (YOY).

- 5.2. **Monthly Licensing and Management includes:** Hosting of your website in our secure Australian-based servers, Security updates, SSL Certificate (padlock in your URL), WordPress & E-commerce Software & Plugin Updates, Website Security Monitoring, Website Backups, 1 hour of support/ maintenance per year (Minor changes to images or copy), DDoS Protection, Server Monitoring, Content Delivery Network powered by Cloudflare (CDN).
- 5.3. While all care is taken to maintain our server environments, we can never guarantee 100% uptime.
- 5.4. Thirty (30) minute training is included, within 14 days of the site being launched. We will provide you with Editor, SEO manager or Shop manager access via a username and password. No Full administration access will be given at any time or supplied to 3rd parties.
Additional support is billed in 30-minute increments at \$165 per hour (inclusive of GST).

6. SUPPLY OF MATERIALS

The Client is required to supply all necessary materials and information to CCW for the completion of the project in compliance with the mutually agreed specifications. This includes, but is not limited to, photographs, text content, logos, videos, and other pertinent printed materials. Should there be any delay in the provision of these materials by the Client, resulting in a postponement of the project completion, CCW reserves the right to reasonably extend any pre-established deadlines.

- 6.1. It is the client's responsibility to ensure that all supplied content, including text and imagery, is properly licensed or owned by them. The client must notify CCW of any attributions required for images or any other content. CCW assumes no liability for any copyright infringements or legal issues arising from the use of client-supplied content.
- 6.2. Failure to Provide: In the event that the Client's failure to provide the necessary materials hinders the progress of the project, CCW is entitled to issue an invoice for any portion of the work that has been completed up to that point.
- 6.3. Materials should be submitted through acceptable channels which include email (up to 10MB only), USB or WeTransfer. The Client will also be granted access to a designated Google Drive folder for the purpose of uploading all images and content.
- 6.4. Additional charges may apply for the formatting or conversion of materials not provided in the approved/ recommended formats. Our hourly rate of \$165 (inclusive of GST), billed in half-hour increments applies.

7. DESIGN VARIATIONS/ AMENDMENTS

Central Coast Websites is committed to ensuring your satisfaction with the website design. We provide the opportunity for revisions within the initial scope of the project.

- 7.1. Design iterations are limited to three (3) minor amendments per website. It is important to be aware that major amendments or deviations from the agreed-upon specifications will incur additional costs, billed at a rate of \$165.00 per hour (inclusive of GST) in 30-minute increments. Major amendments include but are not limited to page redesign, structure and layout.

8. PROJECT DELAYS AND CLIENT LIABILITY

The projected timelines and estimates provided by Central Coast Websites are based on the timely cooperation from the Client, specifically in supplying the final content and imagery for the website. The development phase of the project requires a range of feedback, which is crucial for advancing through the subsequent stages of the



project. To facilitate a streamlined communication and feedback process, the Client is asked to designate a sole point of contact who will be readily available on a daily basis.

- 8.1. All required images and content should be submitted to Central Coast Websites within 7 days from the date the contract is signed, to ensure that we are positioned to deliver the completed website within the four-week timeframe.
- 8.2. We have a project timeframe of four (4) weeks once the contract is signed. CCW reserves the right to charge the remaining balance of website development and begin our hosting agreement should the client be unable to provide content and images within this timeframe.
- 8.3. In the event of a situation out of your control that prevents your project from commencing or you being able to provide content within the project timeframe, please contact us to discuss your options.

9. **CONTENT WRITING/ COPYWRITING**

CCW commits to creating and delivering written content for the Client's website as requested and in accordance with the specifications outlined in the initial website proposal at an additional cost of \$165 per hour (inclusive of GST).

- 9.1. CCW will be the exclusive creator of the work, which will be composed by CCW's copywriters as original material, free from plagiarism.
- 9.2. CCW reserves the right to use Generative AI where applicable
- 9.3. CCW will exercise due diligence to verify that all content is accurate, true, and does not violate any copyrights, privacy rights, proprietary rights, rights of publicity, or any other third-party rights.
- 9.4. The Client will need to provide information on their business and business services and is welcome to provide additional information or content to CCW during the copywriting phase.
- 9.5. The Client assumes full responsibility for the accuracy of details within the provided content and agrees to perform due diligence to ensure its accuracy and compliance with legal standards, including but not limited to copyright and privacy laws.
- 9.6. CCW acknowledges the Client's authority to modify the written content as considered necessary for publication within a mutually agreed time frame. CCW will assist the Client in the editing and review process to prepare the content for final publication. CCW will not be held responsible for any holdups on the Client's behalf.
- 9.7. The Client is tasked with the responsibility of inspecting the final version of the content, including checking for typographical and grammatical accuracy, factual correctness, and overall integrity. CCW is not accountable for any errors or inaccuracies identified after the content's publication.

10. **CLIENT RESPONSIBILITIES & COPYRIGHT PERMISSIONS**

You must obtain all necessary permissions and authorities in respect to the use of all copy, graphics, images, registered company logos, names and trademarks, or any other material that you supply to us to include in your website or web applications. The Client agrees to indemnify and hold CCW harmless against any legal claims or actions pertaining to the content of the website. Additionally, the Client must ensure that no pornographic material, material with sexual connotations, or content promoting terrorism, racism, or sexism is included on the website. CCW reserves the right to remove or refuse to incorporate any such content at its discretion.

11. **APPROVAL OF WORK FOR CUSTOM WEBSITES**

Upon completion of the website designed and developed by CCW, you will receive a link to the staging site to review the design & content. During this review period, it is expected that you will:

- 11.1. Confirm that the overall design aligns with your expectations and business branding, including layout, colour schemes, fonts, and graphic elements.
- 11.2. Thoroughly review all written content for clarity, accuracy, and relevance. Ensure that the messaging is consistent with your brand voice and marketing objectives.
- 11.3. Diligently proofread the text to identify and correct any spelling, grammar, or punctuation errors.



- 11.4. Ensure all contact information is correct, including phone numbers, email addresses, and physical addresses.
- 11.5. Interact with all functional elements of the site, such as forms, buttons, and navigation links, to ensure they operate correctly.
- 11.6. Confirm that all legal and regulatory requirements are met, You must notify us of any unsatisfactory points in writing within seven (7) days from your receiving the staging site. Following your review of the website, we will issue the second invoice, which represents 25% of the total project cost, to proceed with the development which will be charged via Ezidebit.

If no written notification of dissatisfaction is received within the seven (7) day review window, the work will be considered accepted. Upon acceptance, the project will be regarded as completed, and the remaining 50% balance of the project fee will be payable. Once the site is live, any significant changes, modifications, or additional work requested, including corrections to errors not previously identified, will incur charges at our standard development rate of \$165.00 per hour (inclusive of GST) billed in 30-minute increments.

12. **REJECTED WORK**

During the seven (7) day review period post-website completion, should the client find any aspect of the website development or design unsatisfactory, CCW commits to engaging with the client to discuss and address these issues. CCW will endeavour to perform any necessary modifications to rectify the identified concerns. However, if the client and CCW are unable to reach a mutually agreeable solution despite CCW's reasonable efforts, CCW reserves the right to consider the client's position as unreasonably withholding approval of the work completed. Under such circumstances, CCW may opt to deem the contract terminated and will issue an invoice for all development work completed to date, with payment due upon the project's cessation.

13. **SEARCH ENGINES & OPTIMISATION**

While our websites are developed to be accessible across various search engines including but not limited to Bing and Yahoo, our primary focus is on visibility within Google's search platform, utilising Google Webmaster Tools exclusively for optimisation.

- 13.1. Our websites are SEO ready, meaning that the site can be crawled and indexed with basic search engine optimisation being conducted in line with best practices. We do not assure any particular ranking within search engine results pages (SERPS).
- 13.2. For comprehensive SEO management tailored to your business's specific needs, we offer dedicated services, which are subject to additional charges and are not included in this agreement. For details on our Digital Marketing services, please discuss with the CCW team.

14. **CLIENT RESPONSIBILITIES FOR LEGAL COMPLIANCE**

The Client has the ultimate responsibility for ensuring that the Privacy Policy and Terms of Conditions on their website and e-commerce websites are accurate, complete, and current. This obligation persists regardless of whether the Client has sought assistance from web developers, employees, or legal counsel to draft or publish these documents. The accountability rests with the Directors of the Client's organisation or the business owners directly.

- 14.1. The Client shall ensure that their e-commerce operations, including the sale of products, fully comply with the prevailing laws and regulations of the states and territories in which they conduct business.
- 14.2. The Client agrees to fully indemnify and hold harmless Central Coast Websites and its subcontractors against any claims, penalties, taxes, tariffs, losses, or damages that may arise from the Client's e-commerce activities or those of the Client's customers.

15. **CLIENT OR THIRD-PARTY WEBSITE ACCESS**

After your website goes live, CCW will provide you with specific user roles, such as Editor, SEO Manager, or Shop



Manager, which allow for restricted capabilities. With this access, you'll be able to update and add new pages, edit textual content, upload images, and handle your product inventory by adding or deleting products and categories.

- 15.1. No Admin Access will be granted: It is important to understand that CCW does not provide administrative backend access to either you or any external third (3rd) parties.

16. **THIRD-PARTY AGREEMENT**

In order to facilitate seamless communication and collaboration with third-party companies on your behalf, CCW requires clients to sign a Third-Party Communication Agreement.

- 16.1. This agreement is essential for authorising CCW to interact directly with any third-party services or companies you have engaged for website-related tasks. Without a signed agreement in place, CCW will not respond to requests or inquiries from third-party entities on your behalf.
- 16.2. It is the client's responsibility to immediately inform CCW of any changes regarding their third-party service providers. Upon such notification, CCW will revoke the previous third-party's access to your website. A new Third-Party Communication Agreement must be signed to grant access and authorisation for CCW to communicate with any new third-party company. This process ensures that all communications and actions taken with third-party entities are conducted securely and in accordance with your instructions. Please note that any communication with a third party is billed in 30-minute increments at \$165 an hour (inclusive of GST).

17. **THIRD-PARTY INPUTS, API'S OR PLUGINS**

Third-party inputs and requests, including but not limited to those from digital marketing agencies, Point of Sale (POS) systems, manual edits, or any additional APIs, iframes, or plugins, fall outside the scope of the general licensing and management fees provided by CCW.

- 17.1. Third-party inputs may include a range of actions and integrations, such as:
 - Implementing marketing strategies and SEO enhancements suggested by digital marketing companies
 - Integrating and configuring POS systems
 - Customising or modifying the website through manual edits
 - Incorporating APIs, iframes, or plugins to extend website functionality
- 17.2. If an action is required by CCW for any third-party input, API or plugin, it will be subject to additional charges. These charges will be billed in 30-minute increments at a rate of \$165 per hour (inclusive of GST).
- 17.3. All work associated with a 3rd party is chargeable including but not limited to phone calls, emails & online meetings, as this is not part of our monthly website management charges.
- 17.4. CCW will not assume responsibility for any work performed or requested by third-party entities. In the event that website performance issues occur due to third-party actions or integrations, CCW will offer diagnostic and remedial services. The cost for resolving these issues will be billed in increments of 30 minutes at our standard rate of \$165 per hour (inclusive of GST).

18. **CHANGE LOG IMPLEMENTATION FOR THIRD-PARTY ACCESS**

To maintain the highest levels of transparency and accountability when working with third-party companies, CCW will implement a comprehensive Change Log system on your website. This system is designed to meticulously track all changes made to the website, ensuring that every modification, addition, or removal initiated by third-party entities is recorded.

The Change Log serves as an essential tool for:

- Documenting the specific nature of each change, including the date and the entity responsible for the modification.
- Facilitating easy tracking of website modifications for auditing purposes.



- Enabling efficient diagnosis and resolution of any issues arising from third-party changes.

Upon granting access to any third-party company, as per the newly signed Third-Party Communication Agreement, CCW will activate this Change Log feature. This ensures that all parties are fully informed of the changes made to the website, safeguarding its integrity and performance.

Clients should be aware that the setup, maintenance, and consultation of the Change Log are included as part of our commitment to ensuring secure and transparent third-party interactions. However, any actions required to address issues identified through the Change Log review will be subject to additional charges, billed in 30-minute increments at our standard rate of \$165 per hour (inclusive of GST).

This proactive approach allows CCW and our clients to maintain a clear and concise record of all third-party activities on the website, ensuring that any modifications align with the client's objectives and CCW's quality standards.

19. **TECHNICAL SEO AND WEBSITE PERFORMANCE STANDARDS**

CCW commits to maintaining a high standard of technical SEO and website performance, ensuring that all websites under our management have basic optimisation for speed, accessibility, and search engine visibility. This commitment includes regular audits and adjustments to keep pace with the latest best practices and technological advancements.

However, specific requests or recommendations for technical SEO improvements or website speed optimisations made by you or 3rd parties, including but not limited to digital marketing agencies or external SEO consultants, will be considered outside the standard scope of our services. Such requests may include, but are not limited to:

- Advanced schema markup or structured data implementation
- Custom optimisations for Core Web Vitals
- Deep technical audits beyond our standard practice

Should CCW be required to implement, adjust, or consult on technical SEO or website speed optimisations based on third-party recommendations, such services will be subject to additional charges. These charges will be billed in 30-minute increments at our standard rate of \$265 per hour (inclusive of GST).

It is important to note that while we strive to accommodate and implement best practices for technical SEO and website performance, the integration of third-party recommendations or modifications may require extensive review and testing to ensure compatibility with existing website configurations and overall digital strategy. All efforts undertaken in response to third-party requests will be chargeable, including but not limited to analysis, implementation, testing, and any necessary communication such as phone calls, emails, and online meetings.

20. **SUBCONTRACTING**

Central Coast Websites reserves the right to subcontract any of the services we have agreed to perform for you, should the need arise. While we maintain this right, it is our current business practice to utilise the expertise of our in-house team of developers & digital marketers, who are direct employees of Central Coast Websites, to fulfil our service commitments.

21. **ADDITIONAL EXPENSES**

You agree to reimburse us for any requested expenses that do not form part of our proposal including but not limited to the purchase of templates, plugins, third-party software, stock photographs, fonts, and domain name registration, web hosting or comparable expenses. Additional expenses will only be charged if authorisation has been received by the client in writing.



22. **NON-DISCLOSURE**

CCW, along with any subcontractors we may engage, commits to maintaining the confidentiality of your information. We agree not to disclose, reveal, or make use of any confidential information belonging to you during the course of engagement, or at any time thereafter, to any third party without your prior written consent.

- 22.1. We take all reasonable precautions to protect the confidentiality of such information and to prevent any unauthorised use or disclosure thereof. Any information provided by you shall be used solely for the purpose of fulfilling our service obligations under this Agreement.
- 22.2. In the event of termination of our business relationship, we will ensure that all your confidential information is securely returned or destroyed, as appropriate, and will confirm such actions in writing upon request.

23. **CONSEQUENTIAL LOSS**

Central Coast Websites will not be held accountable for any loss or damage incurred by the Client which primarily results from the Client's own actions leading to delays in the performance or completion of the contracted services.

24. **BACKUPS**

As the hosting provider and licensee, Central Coast Websites conducts regular backups for all hosted websites utilising commercial-grade backup systems, with backups occurring on a daily basis.

- 24.1. In instances where the client alters data resulting in loss or corruption, Central Coast Websites does not offer a point-in-time restoration service as a standard feature. Restoration requests will be subject to an hourly fee for retrieval of data from backup archives. The minimum fee for this service is set at three (3) hours of work, charged at a rate of \$165.00 per hour (GST inclusive).
- 24.2. Replacing lost or corrupted data with backup data may lead to potential issues and downtime of the website. CCW shall not be liable for any such disruptions caused by direct client actions. Nonetheless, in such events, we will endeavour to provide the most recent backup available, restoring the site to the date and time of that backup.
- 24.3. Multiple redundancies are in place to ensure the reliability of our backups, with several copies stored across various locations and employing robust strategies for data integrity. While we implement stringent controls to safeguard against threats such as viruses, malware, and malicious attacks, we cannot provide indemnity for circumstances outside our control.

25. **DOMAIN MANAGEMENT**

If you request that we register a domain name or sub-domain name on your behalf, we will apply to register the domain name via our automated system on a first-come, first-served basis in accordance with the rules and policies of our chosen registrar.

- 25.1. We reserve the right to refuse registration, re-delegation and/or hosting of any domain name or sub-domain that we consider to be offensive, defamatory, illegal or otherwise inappropriate at any time.
- 25.2. You agree that your personal information, or if you are a company personal information of relevant individuals from your company, relating to the domain name will be listed in the public registry for your domain name.
- 25.3. We are not responsible for any use of any domain name by you. We will not take part in any dispute between you and any third party regarding a domain name.
- 25.4. We do not represent or warrant to you the availability of any domain name. You irrevocably waive all rights and claims that you may have against us if a domain name is not available or cannot be registered for any other reason.



- 25.5. If you request the re-delegation of a domain name, you warrant that either: (a) you are the legal owner of the domain name; or (b) you have the authority of the owner of the domain name to request the re-delegation.
- 25.6. If we register and or manage a domain name on your behalf, we will renew that domain name prior to the expiry date.
- 25.7. We will invoice you via Ezidebit with the appropriate renewal fees one month prior to the expiry day. If payment is not received for the invoiced amount by the due date we reserve the right to cancel the domain name and all other associated services.
- 25.8. We are not liable to you for any loss, cost, liability or damage suffered or incurred by you in relation to the expiry of a domain name.
- 25.9. If you cancel your website management agreement, your domain will be transferred to a nominated domain provider within 5 business days as long as payment is not outstanding.
- 25.10. If you transfer your domain from another provider and your ABN is incorrect, a renewal fee of \$165 will be charged and updated to your current ABN. If your domain is linked to an expired ABN, it is required to be renewed with an active ABN or it will be cancelled by the domain authority.

26. **OWNERSHIP & RENEWAL OF DOMAIN NAMES**

Domain names registered by CCW on behalf of the client are registered in the client's business name with CCW registered as the technical contact.

- 26.1. The client must have a current ABN number connected to their domain.
- 26.2. The client agrees to reimburse CCW for any registration or renewal fees at a management fee of \$70 per domain per year including renewal costs. (See clause 26 for more information on our domain management).
- 26.3. A fee of \$40 per domain may apply should the client wish to transfer the domain at a later stage from a current provider to CCW.

27. **DNS MANAGEMENT**

CCW retains exclusive control over the DNS management tools and does not grant access to these tools to any third parties or clients. Requests for any alterations or updates to DNS settings must be communicated directly through an email to info@centralcoastwebsites.com.au. To ensure security and authorisation integrity, such requests must originate from the business owner or have direct permission from the owner.

28. **EMAIL MANAGEMENT**

CCW does not host emails on our servers. We recommend services like Google Workspace or Microsoft 365 for your email hosting and your chosen provider has sole responsibility of email management.

- 28.1. In the event of any issues with form submissions from the website not being received via email, CCW will ensure that the website is correctly configured and the issue is not originating from the website's functionality. Once website-related causes have been ruled out, it is the client's responsibility to verify their email settings and ensure that their email host is functioning properly to resolve any email receipt issues.
- 28.2. The client must ensure that their email systems are correctly configured to receive form submissions, and any necessary adjustments to resolve issues on the email provider's end are the client's responsibility. CCW is not responsible at any time for configuring email settings or maintenance.

29. **AMENDMENT AND MODIFICATION**

CCW reserves the right to amend, revise, or modify any of the Terms and Conditions of this Agreement at any time and at our sole discretion. Any such amendments will take effect immediately upon notification to the Client. The Client will be notified of such changes via a method deemed appropriate by CCW, which may include but is not limited to, email communication or SMS. Continued use of CCW's services after such changes have



been notified will constitute the Client's acceptance of the revised Agreement terms.

30. **RENEWAL TERMS**

Unless expressly stated otherwise by either party through written notice not less than thirty (30) days before the expiration of the initial term or any subsequent renewal period, this Agreement shall automatically renew on a 12-month basis. Each renewal will adhere to the same terms and conditions set forth herein unless modified by mutual agreement of both parties in a signed writing.

31. **COMPREHENSIVENESS OF THE CONTRACT**

The provisions contained within these Terms constitute the full and complete agreement between the parties pertaining to the subject matter hereof and supersede all prior understandings, agreements, representations, and warranties, both written and oral, regarding the use of this Website and any services procured.

32. **GOVERNING LAW**

The agreement constituted by these Terms and Conditions and any proposal will be construed according to and is governed by the laws of New South Wales. The client and CCW submit to the non-exclusive jurisdiction of the courts in and of New South Wales in relation to any dispute arising under these Terms and Conditions or in relation to any services we perform for you.

33. **INDEMNIFICATION**

The Client agrees to indemnify, defend, and hold harmless Finlane Pty Ltd trading as Central Coast Websites and its directors, officers, employees, subcontractors, agents, and successors from and against any and all liabilities, losses, damages, costs, and expenses, including legal fees, which CCW may reasonably incur or become obliged to pay arising out of or due to any claim, legal action, demand, loss, or damage, including reasonable legal and accounting fees, alleging or resulting from the Client's use of CCW's digital marketing services, the Client's breach of this Agreement, or the Client's negligence or wilful misconduct. The Client's indemnification obligations under this clause will survive the termination or expiration of this Agreement.

34. **DISPUTE RESOLUTION**

In the event of a dispute arising from or in connection with this Agreement, both parties agree to engage in good-faith negotiations to resolve the matter. If the parties are unable to reach a resolution through direct negotiation, they agree to participate in mediation before resorting to legal proceedings. Should mediation fail to resolve the dispute, the parties may then proceed to binding arbitration in accordance with the rules of an agreed-upon arbitration association in the jurisdiction of New South Wales, Australia, or another mutually agreed alternative dispute resolution service. Only when both mediation and arbitration do not result in a resolution may either party pursue legal action through the appropriate courts within the jurisdiction of New South Wales, Australia.

35. **INTELLECTUAL PROPERTY**

Finlane Pty Ltd, trading as Central Coast Websites (CCW), maintains the intellectual property (IP) rights of all website designs and custom technology developed for the operation of the website. (Except where design copyright is formally assigned to the Client). CCW holds the copyright to any designs or coding it creates, with the exception of elements derived from the Client's logo, branding imagery, or aspects of their corporate identity. The Client is granted a licence to utilise the design elements produced for the website for online display purposes only, inclusive of the site and any related digital graphics.

- 35.1. The Client acknowledges that styles and designs created during the website's production are proprietary to CCW and are not to be used for other advertising materials without CCW's written consent.



- 35.2. The Client agrees they do not possess exclusive rights to any underlying code used in the website's development. The Client is not entitled to copy, modify, lease, or sell the code without express written permission from CCW. In the event of a sale of the business, the transfer of website usage is permitted, but the copyright and ownership of the code remain with CCW. To ensure uninterrupted operation of the website and associated accounts, a formal agreement for the transfer of website usage must be executed between the current and new owner. The new owner is subject to agreeing to all Terms & Conditions and to transfer fees and ongoing charges.
- 35.3. In cases where the Client has previously developed a website with another provider and subsequently transferred the hosting to CCW, the Client retains IP ownership of the site. Charges for hosting transfer apply, and should the Client later choose to move to another hosting provider, this clause does not negate the requirement for explicit permission for any use or transfer of CCW-developed designs or code. However, charges will apply to transfer the site to another provider and will be charged at a minimum 2-hours at a rate of \$165 per hour (inc GST). All website management charges and accounts must be up to date prior to the website being transferred.
- 35.4. CCW retains all IP rights over the website design and any custom-developed technology integral to the website's functionality. The Client recognises that they do not own these elements and that any attempt to transfer services to another provider requires CCW's explicit consent.
- 35.5. Website designs by CCW are not transferable to new business owners unless a formal Change of Ownership agreement is executed. CCW may continue to host the site under new management, subject to the terms of the agreement.
- 35.6. There is no default buyout option for website designs created by CCW. Any consideration for the acquisition of website designs is subject to direct negotiation, mutual agreement, and will incur additional charges.

36. **TRANSFER OF WEBSITE RESPONSIBILITIES**

Central Coast Websites hereby explicitly states that it assumes no responsibility for any pre-existing issues, defects, or liabilities associated with the website being transferred into our infrastructure. Any problems, errors, or malfunctions that originated prior to the transfer, and are a result of the actions or inactions of a previous service provider, shall remain outside the scope of Central Coast Websites' responsibility. This clause is in effect notwithstanding any benchmarks or conditions documented at the time of the website's acquisition by Central Coast Websites.

- 36.1. Transfer fees and all relevant scans of website security, technical audits and metrics to establish a benchmark will be charged at an hourly rate of \$165 per hour billed in 30 minute increments.
- 36.2. Additional work; design changes and improvements to website performance, including but not limited to speed improvements & technical enhancements billed at an hourly rate of \$265 in 30 minute increments and design changes including additional pages. All minor improvements billed at an hourly rate of \$165 billed in 30 minute increments.

37. **OWNERSHIP & TERMINATION OF TRANSFERRED WEBSITES**

Central Coast Websites (CCW) is committed to ensuring transparency and fairness in our service agreements when transferring a website built by another web developer into our infrastructure. The following clauses outline the terms related to ownership and the procedures involved in the event of termination:

- 37.1. **Copyright Retention:** When CCW transfers a website to our infrastructure, the client retains the copyright of their website.
 - 37.1.1. If you choose to retain Central Coast Websites (CCW) to build you a new website, you will be required to sign a new contract. The new website will be subject to CCW's Intellectual Property terms outlined in clause 35.



- 37.2. **Contractual Obligations:** In the event that the client wishes to move their website away from CCW, they are bound by the terms of the 2-year contract.
- 37.3. **Termination Costs:** Should the client choose to terminate services before the end of the contract term, the client is bound by the remaining contract term. In addition there will be a cost to package up the site, based on a minimum 3 hour charge at the rate of \$165 per hour (inclusive of GST) plus 3 months website management.

38. **APPROVAL OF AD-HOC WORK FOR TRANSFERRED WEBSITES**

Upon completion of the amendments or design changes made by Central Coast Websites (CCW) to a website originally built by another service provider, you will receive a link to the relative page to review the modifications. During this review period, it is expected that you will:

- 38.1. Confirm that the overall design amendments align with your expectations and business branding, including layout, colour schemes, fonts, and graphic elements.
- 38.2. It is the client's responsibility to ensure that all supplied content, including text and imagery, is properly licensed or owned by them. The client must notify CCW of any attributions required for images or any other content. CCW assumes no liability for any copyright infringements or legal issues arising from the use of client-supplied content.
- 38.3. Thoroughly review all modified written content for clarity, accuracy, and relevance. Ensure that the messaging is consistent with your brand voice and marketing objectives.
- 38.4. Proofread the text to identify and correct any spelling, grammar, or punctuation errors introduced during the amendments.
- 38.5. Ensure all contact information remains correct, including phone numbers, email addresses, and physical addresses.
- 38.6. Interact with all modified functional elements of the site, such as forms, buttons, and navigation links, to ensure they operate correctly.
- 38.7. Confirm that all legal and regulatory requirements are met including privacy policy, Terms & Conditions.

You must notify us of any unsatisfactory points in writing within seven (7) days from your receiving the staging site. Following your review of the amendments or design changes, we will issue an invoice representing the cost of the work completed, to proceed with the deployment which will be charged via Ezidebit. In the event that the work is under \$1500, this will be paid upfront before the work commences (Refer to clause 4, Payment Schedule).

If no written notification of dissatisfaction is received within the seven (7) day review window, the work will be considered accepted. Upon acceptance, the project will be regarded as completed. Once the changes are live, any significant changes, modifications, or additional work requested, including corrections to errors not previously identified, will incur charges at our standard development rate of \$165.00 per hour (inclusive of GST) billed in 30-minute increments.

39. **WARRANTIES**

In the event that any aspect of the services breaches these warranties, the Client's exclusive remedy will be for CCW to rectify the non-conforming services so that they are brought into compliance with the aforementioned warranties.

CCW hereby represents and warrants the following:

- 39.1. **Quality of Work:** All Services provided under this Agreement will be performed in a professional and workmanlike manner consistent with industry standards.



- 39.2. **Compliance with Laws:** The Services will be executed in compliance with all applicable laws and regulations, including adherence to Google's webmaster guidelines and other relevant online marketing regulations in NSW. CCW warrants that the digital marketing tactics employed will be lawful and ethical.
- 39.3. **Plagiarism Assurance:** CCW guarantees that all content created and written as part of the copywriting Services will be original and will not infringe upon the intellectual property rights of any third party. Any content supplied by the client cannot be guaranteed.

40. **DISCLAIMER**

Central Coast Websites expressly disclaims, to the extent permitted by applicable law, all warranties, conditions, and other terms not explicitly outlined in these Terms and Conditions. This includes but is not limited to implied terms, statutory rights, or other guarantees related to the provision of our services. Where the law precludes such exclusions, CCW's liability shall be limited to either re-supplying the services, repairing or replacing the services, or covering the cost of such services contracted to provide, as per our discretion, to the extent that is legally permissible.

41. **EUROPEAN UNIONS**

Should your business target or serve audiences within the European Union, the website must include a cookie notification in compliance with EU regulations. It is the client's responsibility to inform CCW if such a notification is required.

42. **FURTHER INFORMATION & CONTACT DETAILS**

If you wish to discuss any aspects of this agreement, please contact Kristy Baptista - Head of Digital.

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