

## Terms & Conditions 2025

Last Updated: 28 July 2025

### General T&Cs

#### Definitions

This Agreement, as varied from time to time, applies to all sales of goods and the provision of all services by the Supplier to the Client pursuant to the Agreement, together with any non-excludable conditions and warranties expressed by law, constitutes the entire agreement between the parties.

**"Agreement"** means these terms and conditions herewith.

**"Client"** means the person and/or business described as the client within the "Client Details" area of the order form, proposal, or Contract.

**"Authorisation"** means the acceptance of the proposal using the online portal, making a payment, or signing our paperwork/contract.

**"Business Day"** means any day that is not a Saturday, Sunday, or a public holiday in Western Australia.

**"Fees"** means the Price together with any Additional Charges incurred by you relating in any way to this Agreement and the Services.

**"Bug"** means any lack of function in the Services that is the direct result of a coding or design error by PWD.

**"Training"** means the instruction of 1 person in the operation of the Services at PWD offices, at an agreed time and date.

**"Website"** means your website designed, built, and hosted pursuant to this Agreement.

**"Scope"** means the document entitled "Scope" provided by PWD to the Client and which describes the Services PWD offers to perform for the Client pursuant to this Agreement.

A **"reasonable time frame"** varies depending on the scope of the product; and will be extended by client requests, amendments, or delays.

**"Intellectual Property"** means the intellectual property attached to the Services, including copyright, patents, trademarks, design rights, domain names, whether registrable or not and whether registered or not.

**"Confidential Information"** means all the information provided by one party to the other in connection with this Agreement where such information is identified as confidential or ought reasonably be considered to be confidential based on its context, nature, or the manner of its disclosure, but excluding:

- Information that is in the public domain other than by a breach of this Agreement.
- Information developed independently by a third party.

Without limiting the foregoing, Confidential Information includes the terms of this Agreement and the contents of the Scope.

**"Price"** means the fees outlined by PWD.

**"You"** and **"Your"** means the Client named within the "Client Details" area.

**"Our", "Us", "PWD" and "We"** means the "Supplier" PWD, ABN 79 640 240 240 and associated brands and businesses.

**"Notice of Completion"** means a notice in writing, given by PWD to the Client advising that the goods or services subject of the Contract have been completed.

## Offers

You are engaging PWD to provide the Services as defined in the "Contract."

To accept our offer to provide the Services you must accept the offer of PWD using the online acceptance system, sign our paperwork, or pay either the agreed Deposit/Initial Payment or agree to a payment schedule (any of these acts, individually or combined, is considered "Acceptance").

If Acceptance does not take place within 28 days from the date the document is provided to you, then our offer to provide the Services will expire without further notice to you. This may be extended by mutual agreement.

## Services

PWD will produce the chosen services to the specifications contained in the Scope (herein referred to as "the Services"). Our services include:

- Graphic Design / Web Design
- Website Development
- Search Engine Optimisation (SEO)
- Content Writing
- iPhone App Design and Development
- Social Media Advertising and Organic Content Creation
- Google Ads / PPC Services
- Conversion Tracking
- Domain Name Acquisition
- Hosting
- Technical Support
- Training
- Consultancy

## Price

You agree to pay PWD the Price for the Services in accordance with the Contract.

The Supplier may, at the cost of the Client, engage the services of a debt recovery agency to assist if payment is more than 7 days late. The engagement of a debt recovery agency may result in your credit file being updated, having a negative impact on your credit history.

PWD is retained to undertake the Services exclusively. No part of the Services may be undertaken by you or by any third party instructed by you.

## Notices

All notices must be in writing and can be given by:

- Hand delivery between 9.00 am and 4.30 pm AWST.
- Registered post.
- Email.

A notice is deemed to be given and received:

- If delivered in person, on the next Business Day after delivery.
- If sent by registered post, 5 Business Days after posting.
- If sent by email, on the next Business Day after sending.

A Notice of Completion will be issued upon achieving a milestone, and the relevant amount is due within 7 days.

The Client will inspect the goods and services provided by the Supplier within 7 days of receipt of a Notice of Completion and must within that period:

- Give the Supplier written notice of any matter by virtue of which the Client alleges that the goods or services are not in accordance with the Contract.
- Make payment of the Balance of the price.

The Supplier shall have no obligation to rectify or replace any goods or services not in accordance with the Contract where notice is not given by the Client within seven days after the date of provision.

## Breach & Termination

You will breach this Agreement upon:

- Failure to provide content as required within 4 weeks of signing this Agreement.
- Contravention of your obligations pursuant to Warranty, Indemnity, and Confidentiality terms.
- Termination of Hosting.
- Being unresponsive to communication.
- Failure to conduct yourself in a professional manner.
- Being rude or aggressive towards the Supplier.
- Referring to any of our companies, brands, staff, or agents on social media, forums, reviews,

or websites.

PWD may terminate this Agreement upon the occurrence of any of the events described above, where you have failed to remedy the breach within 14 days of notice.

In addition, either party may terminate this Agreement by written notice if:

- A material breach of this Agreement which is not remediable or is not remedied within 14 days of written notice.
- An insolvency event occurs, other than an internal reconstruction with notice to the other party.

Upon termination:

- The parties are immediately released from their obligations under this Agreement, except those obligations contained within the Price, Additional Charges, Warranties & Indemnity clauses and any other obligations which by their nature survive termination.
- Each party retains the claims it may have against the other.
- You must immediately pay any outstanding Fees.

#### **Early termination clause:**

If you decide to terminate your contract early outside of any instant termination clause in these terms and conditions, a payment equal to 50% of the expected remaining contract revenue will be due, with 30 days' written notice.

## **General Provisions**

- Time is not of the essence. The Services will be provided within a reasonable time frame as defined above.
- Nothing in this Agreement creates any relationship of partnership or agency between the parties.
- If a provision is invalid or unenforceable, it is to be read down or severed to the extent necessary without affecting the validity of the remaining provisions.
- Each party must at its own expense do everything reasonably necessary to give full effect to this Agreement.
- This Agreement and the Scope form the entire agreement between the parties and supersede all other representations, arrangements, or agreements.
- No waiver or relaxation of terms is binding unless in writing and signed by a Director of the Supplier.
- A party will not be responsible for a failure to comply with obligations under this Agreement due to an event beyond its control (Force Majeure), provided it uses reasonable endeavours to rectify the situation.
- If Force Majeure affects performance for more than 30 consecutive days, the other party may immediately terminate this Agreement by written notice.
- All recurring services such as SEO, Social Media & PPC will continue after the initial term on a month-by-month basis unless cancelled by the client with at least 30 days' written notice to [accounts@pwd.com.au](mailto:accounts@pwd.com.au) and other listed emails.
- Non-payment of invoices may result in suspension of all services with PWD, including website hosting.

## Confidentiality and Secure Information Transfer

A party must not, without the prior written consent of the other party, use or disclose the other party's Confidential Information unless expressly permitted by this Agreement or required by law.

Both parties must implement and maintain effective security measures to prevent unauthorised use, disclosure, or transfer of the other party's Confidential Information.

All transfers of Confidential Information must use secure methods, such as encrypted communications (TLS/SSL), secure file sharing, or controlled access environments.

Both parties agree to notify the other promptly in the event of any actual or suspected unauthorised disclosure.

## Additional Charges

Subject to the Price, all work requested by you and undertaken by PWD in addition to the Services will incur charges additional to the Price ("Additional Charges").

As at the date of this Agreement:

- The Additional Charges are \$195/hour + GST.
- Minimum charge is one hour.
- This excludes any agreed and quoted work, unless the scope has changed, or time has been exceeded and additional hours are required.

Where the Supplier, at the request of the Client, provides services in addition to those specified in the Scope of Works, and no Price for those additional services has been agreed to in writing, the Supplier's fee for those additional services shall be calculated by multiplying the number of hours (or part thereof) spent by each employee of the Supplier by the Supplier's hourly rate.

## Intellectual Property

You authorise PWD to display your Services in its portfolio, including but not limited to the portfolio displayed on [www.pwd.com.au](http://www.pwd.com.au), and media releases.

You also agree for a PWD or partner logo to be placed on the footer of your website and hyperlinked to any of our websites with a "Do Follow" tag.

Subject to the full payment of the Price, the Intellectual Property shall be vested in you, and PWD will assign the Intellectual Property to you.

## Indemnity

You hereby unconditionally and irrevocably agree to indemnify and keep indemnified PWD, its officers, employees, and agents against any and all actions, claims, demands, losses, liabilities, or costs (including legal costs) that arise, or result from, or are connected in any way with the Services or Hosting, including but not limited to the sale of any product or service via your Website, except to

the extent to which it arises out of any breach by PWD of this Agreement.

If the Client orders goods or services in its capacity as trustee of a trust, the Client warrants that it has full power and authority to accept goods and/or services under the Contract for the benefit of the trust. The Client further warrants that its right of indemnity against the trust property is unrestricted and will not be adversely affected by the Contract, agrees that it will be bound by the Contract both personally and in its capacity as trustee of the trust, and acknowledges that its liability for indebtedness incurred while a trustee will apply even if it ceases to be trustee of the trust for any reason. The Client acknowledges that its liability will not be limited to the assets of the trust.

## Limitation of Liability

PWD excludes all liability in respect of loss of data, interruption of business, or any consequential or incidental damages or loss.

To the full extent permitted by law, PWD excludes all representations, warranties, or terms (whether express or implied) other than those expressly set out in this Agreement.

PWD's total aggregate liability for all claims relating to this Agreement is limited to 35% of the Price and any Additional Charges incurred by you.

Each party's liability for any claim relating to this Agreement will be reduced to the extent to which the other party contributed to the damage arising from the claim.

The Supplier will not be liable to the Client for any loss or damage of any kind sustained by the Client as a consequence of any breach of the Supplier's obligations pursuant to the Contract.

If failure to supply is caused by matters beyond the Supplier's reasonable control, including (without limitation) acts of God, acts of any government, war or other hostility, national or international disaster, the elements, fire, explosion, power failure, equipment failure, strikes, lockouts, inability to obtain necessary supplies, and any other force majeure occurrence, PWD shall not be held liable.

## Limitation of Liability Continued

This Agreement is to be read subject to any legislation which prohibits or restricts the exclusion, restriction, or modification of any implied warranties, conditions, or obligations. If such legislation applies, to the extent possible, PWD limits its liability in respect of any claim to, at PWD's option:

### In the case of goods:

- The replacement of the goods or the supply of equivalent goods.
- The repair of the goods.
- Part payment of the sum chargeable by PWD (without discount) if it supplied those goods to an unrelated third party.
- Part payment of the sum chargeable by PWD (without discount) if it repaired those goods for an unrelated third party.

### In the case of services:

- The supply of the services again.



- Part payment of the sum chargeable by PWD (without discount) if it supplied those services to an unrelated third party.

Upon the request for a cancellation or handover of complete files and hosting from PWD, you agree to release us of all liability as we will no longer control all components and therefore cannot guarantee or rectify its operational functionality.

## AI Use for Meeting Notes, Recordings & Phone Calls

At PWD, we leverage recording and artificial intelligence (AI) tools to enhance our productivity and ensure accurate record-keeping. This includes the use of AI note-takers for both online and in-person meetings, as well as AI-powered analysis of meeting and phone recordings. These tools are employed to generate transcripts, summaries, and action items, ultimately improving efficiency and collaboration.

By participating in meetings or phone calls with PWD, you acknowledge and consent to the use of these AI technologies for the purposes described herein. All data processed by these tools can be used for communication and clarifying notes and activities as required.

## Warranties

Each party warrants that:

- The execution and delivery of this Agreement has been properly authorised.
- It has full corporate power to execute, deliver and perform its obligations under this Agreement.
- This Agreement constitutes a legal, valid, and binding obligation enforceable in accordance with its terms by appropriate legal remedy.
- This Agreement does not conflict with or result in the breach of any law, regulation, or constitution to which it is subject.
- There are no actions, claims, proceedings, or investigations pending or threatened against it which may have a material effect on this Agreement.

### PWD additionally warrants that:

- It will exercise reasonable skill, care, and attention in providing the Services.
- The Services will not contain any viruses as at the date of activation.
- The Services will be compatible with Internet Explorer 9 and above, and the latest versions of Mozilla Firefox, Google Chrome, and Safari.

### The Client warrants that:

- Any material you cause to be published, displayed, or contained within the Services will not contain any illegal or unethical material.
- You own or have been granted copyright for all text, images, and materials used.

## Business Relationship

The relationship between the Client and PWD is important to ensure that the Client's work is

completed efficiently and to the Client's satisfaction. However, if the relationship breaks down for any reason, PWD has the right to immediately cease all work on behalf of the Client without notice and without any liability whatsoever.

Upon receiving notice of a breakdown in the relationship, the Client must immediately pay all outstanding monies due to PWD, at which point the Client will receive full title to the work completed.

Examples of when a relationship can break down include but are not limited to:

- Abusive and insulting language.
- Unrealistic demands.
- Breakdown in communication.
- Poor client cooperation.

## Retention of Title

PWD retains title to all work carried out on behalf of the Client until it is paid for in full.

## Web Development T&Cs

### Definitions

**"Bug"** means any lack of function in the Services that is the direct result of a coding or design error by PWD.

**"Training"** means the instruction of 1 person in the operation of the Services at PWD offices, at an agreed time and date.

**"Website"** means your website designed, built, and hosted pursuant to this Agreement.

**"Scope"** means the document entitled "Scope" provided by PWD to the Client and which describes the Services PWD offers to perform for the Client pursuant to this Agreement.

A **"reasonable time frame"** is within 12 months, but this may be extended due to client requests, amendments, or delays.

### Bugs

PWD will endeavour to rectify any Bugs for which PWD receives written notice, up until the expiration of 60 days from the date of activation of your Services, applying to functional/development issues only.

Tweaks, amendments, or improvements in usability, functionality, or design are not considered Bugs. These are outside the original Scope and will be billed at the standard hourly rate.

PWD does not support or warrant any bugs derived from obsolete browsers, such as Internet Explorer 6, or versions of other browsers that are more than two versions old.

PWD shall perform reasonable testing of your Services. However, the Client is responsible for thoroughly testing the Services for Bugs during the warranty period.



Warranties are not transferable to new owners.

**Exclusions:**

- Hosting-related issues (if hosted by non-approved providers).
- Hacking, unless security extensions were supplied by PWD.
- Issues caused by client-installed plugins or deletions.
- Third-party services (e.g., payment gateways).
- User errors or deleted content.
- New development requests.

## Provision of Content and Communication

PWD will always endeavour to complete the development of the client website efficiently and within a reasonable time frame. However, this depends on the Client providing content in a timely manner.

The Client agrees to respond to any form of communication from PWD within two working days (48 hours). All content loaded onto the Client's website is the responsibility of the Client.

PWD is not liable for compliance with restrictions from industry bodies or regulatory agencies, e.g., AHPRA (Australian Health Practitioner Regulation Agency).

## Archiving Policy

The client website will be archived under the following circumstances:

- When the client is non-responsive to communication (e.g., email, phone) for 15 working days or more.
- When the client does not provide website content for 15 working days or more.
- When the development process exceeds 20 working days due to delays from the client.

**Charges:**

- A re-activation charge of \$150 + GST will be required before the website is made live again.
- Archiving without notice incurs a \$395 + GST fee, due immediately upon invoice.
- A \$50 + GST monthly fee applies while the website remains archived.

## Mobile Responsive, Devices and Screen Resolution

PWD does not guarantee every single screen resolution sequence. Manually resizing a browser ("dragging and dropping") is not considered a valid test of responsiveness.

**Supported Resolutions:**

- iPhone 4, 5, 6, 6 Plus: 320px x 480px, 375px x 667px, 414px x 736px
- Samsung Galaxy: 360px x 640px
- Tablet: 1024 x 768
- Laptop: 1366 x 768

- Desktop: 1680 x 1050

*Note: PWD no longer caters to Internet Explorer.*

Additional device resolutions requested by the client will incur extra development time, billed at the standard hourly rate.

## Notices

PWD will issue notices in the form of invoices when milestones are achieved. Once an invoice is received, payment will be due within the stated period (generally 7 days).

Notices will be provided for milestones such as:

- Deposit
  - Design Sign-Off
  - Supply of Development Link
- Or as outlined in the contract terms.

## Main Point of Contact Changes & Project Re-Engagement

If the main point of contact (MPOC) changes or if the project remains inactive for **30+ days**, the following terms apply:

1. All previously approved designs and deliverables are considered final and form the foundation of the current project. A new MPOC cannot request a full redesign based solely on personal preference.
2. Any major changes will be treated as scope variations and require updated timeframes and costs.
3. If a project is inactive for 3+ months, any new design or structural requests will require formal re-scoping and additional fees.
4. A project reactivation fee may be required.
5. Communication delays or new stakeholder involvement do not entitle the client to discard previously approved work without incurring extra costs.

## PPC T&Cs

- All campaigns must comply with Google Ads and Bing Ads terms and conditions (which update regularly).
- There is a minimum 4-month term on all PPC campaigns unless stated otherwise in the contract.
- Clients do not get direct access to the Ads portal.
- Monthly statements/receipts from Google Ads or Bing are available on request.
- Tracking telephone numbers remain the property of PWD.
- After cancellation, any outstanding ad credit is forfeited and non-refundable.
- PPC cancellations require 30 days' written notice to [accounts@pwd.com.au](mailto:accounts@pwd.com.au) (charges are pro-rata).

## Cancellation

The PPC contract continues month-to-month after the initial term unless cancelled by the client in accordance with these terms.

## Social Media T&Cs

- All campaigns must comply with the specific social media platforms terms and conditions (which update regularly).
- There is a minimum 4-month term on all social media campaigns unless stated otherwise in the contract.
- Clients do not get direct access to the Ad Centre Account.
- Monthly statements/receipts can be provided on request.
- Tracking telephone numbers remain the property of PWD.
- After cancellation, any outstanding ad credit is forfeited and non-refundable.
- Social Media cancellations require 30 days' written notice to [accounts@pwd.com.au](mailto:accounts@pwd.com.au) (charges are pro-rata).

## Cancellation

The social media contract continues month-to-month after the initial term unless cancelled by the client in accordance with these terms.

## SEO T&Cs

### Disclaimer

We make no guarantee that targeted keywords or phrases will move in a positive direction, especially if the website:

- Has had prior SEO work with mixed quality.
- Contains poor or duplicate content.
- Uses an SEO-unfriendly CMS.
- Is penalised (manual or automatic) by Google.
- Has an unnatural link profile.
- Is hosted on a slow or blacklisted server.

The standard term of an SEO contract is 6 months unless otherwise agreed in writing by PWD management.

### Google Algorithm Updates:

Google updates its algorithms regularly, which may negatively impact rankings. PWD will endeavour to recover rankings but cannot guarantee outcomes.

### Client Website Changes:

Any client-made changes to the website (e.g., editing titles, uploading duplicate content, or altering navigation) must be approved by PWD in writing. Changes made without approval release PWD from any responsibility for ranking drops.

## Suspension and Cancellation

- SEO campaigns can be **suspended for 1–2 months**, but the client accepts any ranking loss due to this pause.
- The SEO contract continues month-to-month after the initial term unless cancelled with **30 days' written notice**.

## Blogger Outreach

- All outreach fees are non-refundable.
- PWD has no control over blog owners removing links or content after placement.
- No guarantee of keyword positions or traffic increases.
- Domain Authority (DA) metrics can fluctuate over time, which is outside PWD's control.

## Hosting T&Cs

Hosting refers to hosting services provided by PWD on either a month-to-month or annual basis.

- Annual hosting starts from the date of activation.
- Non-payment within 7 days of renewal will result in suspension. A \$150 + GST reactivation fee applies.
- PWD will not provide FTP or cPanel access to hosted sites to maintain environment integrity.
- Site backups for migration cost \$250 + GST, provided within 48 business hours.
- Hosting can be assigned to another provider, with notice, and the terms of the new provider will apply.

## Cancellation

Hosting continues month-to-month after the initial term unless cancelled by the client with 30 days' written notice.

## Payment T&Cs

- PWD is authorised to perform direct debit arrangements via the Bulk Electronic Clearing System (BECS).
- Clients must ensure sufficient funds are available for scheduled debits.
- Failed payments incur additional fees and may result in service suspension.
- Cancellation requests are only valid via the online cancellation form within the client dashboard.

## Director's Personal Guarantee

In consideration of PWD agreeing to provide services, the director(s) of the Client (the Guarantor) unconditionally guarantee:

- The punctual payment of all fees.
- The performance of all Client obligations.

- That the guarantee is binding on heirs, executors, and legal representatives.

PWD may enforce this guarantee without first taking action against the Client. The Guarantor's liability is **not discharged** by time extensions, amendments, or client insolvency.