

# WEBSITE MANAGEMENT AGREEMENT

wezleywebdesign

**Business ABN:** 99 696 585 247

**Business Location:** Perth, Western Australia

This Website Management Agreement ("Agreement") sets out the terms and conditions under which wezleywebdesign provides website management and maintenance services to a client.

## 1. PARTIES TO THE AGREEMENT

### Service Provider

Business Name: wezleywebdesign

ABN: 99 696 585 247

Location: Perth, Western Australia

Email: \_\_\_\_\_

### Client

Business Name: \_\_\_\_\_

ABN: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Email: \_\_\_\_\_

Website URL: \_\_\_\_\_

**Agreement Start Date:** \_\_\_\_ / \_\_\_\_ / \_\_\_\_

## 2. PURPOSE OF THE AGREEMENT

The purpose of this Agreement is to establish the responsibilities, services, payment terms and conditions associated with wezleywebdesign managing the Client's website. By signing this Agreement, both parties agree to the terms outlined below.

## 3. WEBSITE MANAGEMENT SERVICES

wezleywebdesign will provide the website management services selected and agreed upon with the Client. Services may include:

- **Website maintenance:** Routine updates and maintenance of the website.
- **Website updates:** Changes to text, images, contact information and existing website content.
- **Technical support:** Assistance with website issues and troubleshooting.
- **Security monitoring:** Reasonable measures to monitor and maintain website security, where supported by the hosting platform and agreed service package.
- **Backups:** Website backups where available and included in the agreed package.
- **Website performance:** Basic checks of website functionality and performance.
- **Hosting and domain assistance:** Assistance with hosting and domain-related matters where included in the agreed package.

**The specific services included in this Agreement are:**

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Any work outside the agreed scope, including major redesigns, additional pages, new functionality, extensive content creation or other substantial changes, may incur additional charges. Additional work must be agreed upon by both parties before it begins.

#### 4. MONTHLY MANAGEMENT FEE

The Client agrees to pay wezleywebdesign the following management fee:

**Monthly Fee:** \$\_\_\_\_\_ AUD

**Payment Frequency:** Monthly

**Payment Due Date:** \_\_\_\_\_

**Payment Method:** \_\_\_\_\_

The monthly fee covers only the services expressly included in this Agreement. Unless otherwise agreed in writing, third-party costs such as domain registration, hosting, premium plugins, software subscriptions, stock images and other external services are not included in the monthly management fee. Any additional charges must be disclosed to and approved by the Client before the expense is incurred.

#### 5. PAYMENT TERMS AND OVERDUE ACCOUNTS

Invoices must be paid by the due date stated on the invoice or otherwise agreed in writing. If payment becomes overdue, wezleywebdesign may contact the Client to request payment and arrange a reasonable opportunity to resolve the outstanding amount.

If an invoice remains unpaid after written notice and a reasonable opportunity to remedy the non-payment, wezleywebdesign may suspend the affected services until the account is brought up to date, where lawful and appropriate. Any suspension will be handled reasonably, with consideration given to the effect on the Client's business and website. The Client remains responsible for fees properly incurred before suspension or termination.

#### 6. CLIENT RESPONSIBILITIES

The Client agrees to:

- Provide accurate information, images, text and other materials required to manage the website.
- Ensure they have the necessary rights and permissions to use all supplied content.
- Provide timely access to the website, hosting platform and other relevant accounts where required.
- Review and approve requested changes when necessary.
- Maintain valid payment details and pay invoices on time.
- Notify wezleywebdesign of any known website issues, security incidents or unauthorised access.
- Ensure the business information published on the website is accurate and up to date.

Delays caused by missing information, approvals or access may affect the timing of requested work.

#### 7. WEBSITE OWNERSHIP AND ACCESS

Unless otherwise agreed in writing, the Client retains ownership of their business content, branding, images, text and other materials they supply or own. The Client also retains ownership of any website, domain name or digital assets they already own, subject to any applicable third-party terms.

Any new website design, code, templates or other materials created by wezleywebdesign will be subject to the ownership and licensing arrangements agreed in writing between the parties. Unless otherwise agreed, the Client should retain administrative access to their domain name and hosting accounts. Where wezleywebdesign manages these accounts, appropriate access arrangements will be maintained.

Nothing in this Agreement transfers ownership of third-party software, plugins, themes or other licensed materials beyond the rights permitted by their applicable licences.

## 8. WEBSITE SECURITY AND BACKUPS

wezleywebdesign will take reasonable care when carrying out the security and maintenance tasks expressly included in the agreed service package. However, no website can be guaranteed to be completely secure or continuously available.

Unless expressly agreed in writing, wezleywebdesign does not guarantee that the website will never experience hacking, malware, data loss, service interruptions or other technical issues.

**Where backups are included, the agreed backup frequency and storage arrangements are:**

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The Client acknowledges that third-party hosting providers, website platforms, plugins and other services may experience outages, vulnerabilities or failures outside wezleywebdesign's reasonable control.

## 9. WEBSITE AVAILABILITY AND THIRD-PARTY SERVICES

wezleywebdesign will take reasonable steps to maintain the website in accordance with the agreed services. However, uninterrupted website availability cannot be guaranteed. Website downtime may result from hosting providers, domain issues, platform updates, third-party services, cyber incidents or other circumstances beyond reasonable control.

Unless separately agreed in writing, the monthly management fee does not include guaranteed response times, emergency support, 24-hour monitoring or a guaranteed website uptime percentage.

## 10. SEARCH ENGINE OPTIMISATION AND BUSINESS RESULTS

Unless specifically included in the agreed services, the monthly management fee does not include ongoing search engine optimisation (SEO), advertising management, social media management, marketing campaigns or content writing. wezleywebdesign does not guarantee specific search engine rankings, website traffic, customer enquiries, sales, revenue or business growth.

Any performance-related work or targets must be agreed upon separately in writing.

## 11. ADDITIONAL WORK AND CHANGES

The Client may request changes or additional services outside the agreed management package. Before starting additional work, wezleywebdesign will provide the Client with the applicable fee, estimate or quotation and obtain approval.

**Hourly Rate (if applicable):** \$ \_\_\_\_\_ AUD

Alternatively, a separate fixed-price quotation may be provided. Approval may be provided by email or another written communication agreed upon by both parties.

## 12. CONFIDENTIALITY AND ACCESS CREDENTIALS

Both parties agree to take reasonable steps to protect confidential business information obtained through this Agreement. wezleywebdesign will take reasonable care when handling the Client's login credentials, administrative access and other confidential information.

The Client should provide access through secure methods wherever possible and promptly revoke unnecessary access when the management relationship ends. Each party must handle personal information in accordance with applicable privacy laws to the extent those laws apply to that party.

## 13. LIABILITY AND RESPONSIBILITY

Each party is responsible for its own acts and omissions in connection with this Agreement. wezleywebdesign will exercise reasonable care and skill when providing the agreed services.

To the extent permitted by law, wezleywebdesign is not responsible for losses arising from circumstances outside its reasonable control, including third-party platform failures, hosting outages, unauthorised access by third parties or inaccurate information supplied by the Client.

Nothing in this Agreement excludes, restricts or modifies any rights, guarantees or remedies that cannot lawfully be excluded, restricted or modified under applicable law, including the Australian Consumer Law where applicable. Any limitation of liability must operate only to the extent permitted by law.

## 14. AGREEMENT TERM AND CANCELLATION

This Agreement begins on the agreed start date and continues on a month-to-month basis unless otherwise agreed in writing. Either party may terminate this Agreement by giving **30 days' written notice** to the other party.

During the notice period, the parties must continue to meet their obligations under this Agreement unless they agree otherwise in writing. Either party may terminate the Agreement earlier if the other party commits a material breach and fails to remedy it within a reasonable period after receiving written notice, subject to any applicable legal requirements.

On termination:

- The Client must pay all outstanding fees properly due up to the termination date.
- Any prepaid fees for services not provided will be handled in accordance with the agreed payment terms and applicable law.
- wezleywebdesign will cease providing ongoing management services at the end of the Agreement.
- The parties will cooperate reasonably to arrange the handover of relevant website information and access.
- Any additional handover, migration or transfer work outside the agreed services may incur a separately agreed fee.

Termination does not automatically transfer ownership of any assets that the Client does not own.

## 15. CHANGES TO THIS AGREEMENT

Any changes to the services, fees or other terms of this Agreement must be agreed upon in writing by both parties. Any proposed changes to recurring fees must be communicated in advance and agreed upon before taking effect.

## 16. DISPUTE RESOLUTION

If a dispute arises, both parties agree to make a genuine effort to resolve the matter through good-faith discussions. Either party may provide written details of the dispute and request a reasonable opportunity to resolve it before commencing formal proceedings, except where urgent legal action is necessary or a different process is required by law.

Nothing in this clause prevents either party from exercising rights available under applicable law.

## 17. GOVERNING LAW

This Agreement is governed by the laws of Western Australia, Australia, subject to any applicable laws that require otherwise. The parties agree to comply with all applicable laws relevant to their obligations under this Agreement.

## 18. ENTIRE AGREEMENT

This Agreement, together with any written service specifications or quotations expressly incorporated into it, represents the agreement between the parties concerning the website management services. If a separate written service specification conflicts with this Agreement, the parties should identify and resolve the inconsistency in writing.

Both parties acknowledge that they have read and understood this Agreement and have had the opportunity to seek independent advice before signing.

## 19. SIGNATURES

### Service Provider — wezleywebdesign

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

### Client

Business Name: \_\_\_\_\_

Authorised Representative: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

### End of Agreement