

Contract - Aevra

WEB DEVELOPMENT SERVICE AGREEMENT

This **Agreement** is made on the Effective Date.

BETWEEN:

Aevra (ABN:) of
("the Developer")

AND

[Client Legal Name] (ABN:) of
("the Client")
(Collectively, the "**Parties**")

BACKGROUND

A. The Developer is in the business of providing professional web design and development services.

B. The Client wishes to engage the Developer to design and develop a website, and the Developer agrees to provide these services on the terms and conditions set out in this Agreement.

THE PARTIES AGREE AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

1.1. Definitions

In this Agreement, unless the context otherwise requires:

- **Agreement** means this Web Development Service Agreement and includes any Schedules.
- **Background IP** means any Intellectual Property Rights owned by or licensed to the Developer that pre-exist this Agreement or are developed independently of this Agreement, and which are used in the creation of the Deliverables.
- **Business Day** means a day that is not a Saturday, Sunday, or public holiday.

- **Client Materials** means all content, data, logos, images, and other materials provided by the Client to the Developer for incorporation into the Website.
- **Confidential Information** means any information disclosed by one party to the other that is marked as confidential or that a reasonable person would understand to be confidential, but does not include information that is publicly known, already known to the receiving party, or independently developed.
- **Deliverables** means the final, functional website and associated materials to be provided by the Developer to the Client as described in the Scope of Work.
- **Effective Date** means the date on which this Agreement is signed by the last of the two Parties.
- **Fees** means the fees payable by the Client to the Developer as set out in Clause 4.
- **Intellectual Property Rights** means all present and future rights in relation to copyright, trademarks, designs, patents, trade secrets, and all other rights resulting from intellectual activity in the industrial, scientific, literary, or artistic fields.
- **Scope of Work (SOW)** means the detailed description of services, deliverables, and exclusions set out in Schedule A.
- **Website** means the website to be designed and developed by the Developer for the Client as detailed in the SOW.
- **Work Product** means all custom designs, code, graphics, text, and other materials created by the Developer specifically for the Client as part of the Deliverables, excluding any Background IP.

2. SERVICES AND RELATIONSHIP

2.1. Engagement

The Client hereby engages the Developer to provide the web development services described in the SOW, and the Developer accepts this engagement.

2.2. Independent Contractor

The Parties agree that the Developer is an independent contractor and not an employee, partner, or agent of the Client. The Developer is not entitled to any employee benefits and is solely responsible for its own taxes, superannuation, and other statutory obligations. The manner and means by which the Developer chooses to complete the services are in the Developer's sole discretion and control.

3. SCOPE OF WORK AND REVISIONS

3.1. Scope of Work

The Developer agrees to perform the services and provide the Deliverables as detailed in the Scope of Work (Schedule A). Any services or features not explicitly listed in the SOW are considered out of scope and will be treated as Additional Services under Clause 4.4.

3.2. Revisions Process

- (a) The Fees include up to three (3) rounds of revisions for the design and development stages of the project.
- (b) A "Round of Revisions" is defined as a single, consolidated list of requested changes provided by the Client in writing (via email) for a specific deliverable.
- (c) The Client must provide feedback for each revision round within five (5) Business Days of receiving the deliverable for review.
- (d) If the Client does not provide feedback within the timeframe specified in Clause 3.2(c), the deliverable will be deemed accepted by the Client, and the Developer may proceed to the next project phase.
- (e) Any revisions requested beyond the three (3) included rounds will be considered Additional Services and billed in accordance with Clause 4.4.

4. FEES AND PAYMENT

4.1. Project Fee

The total fixed fee for the services described in the SOW is \$450.00 AUD (plus GST, if applicable).

4.2. Payment Schedule

The Client agrees to pay the Fees according to the following schedule:

- (a) 50% Deposit (\$225.00): A non-refundable deposit is due upon signing this Agreement and before any work commences.
- (b) 50% Final Payment (\$225.00): The remaining balance is due upon completion of the Website, prior to the final handover of files and launch of the live site.

4.3. Invoicing and Late Payment

- (a) The Developer will issue tax invoices for all payments. All invoices are due within fourteen (14) days of the invoice date.
- (b) Any amounts that remain unpaid after the due date will incur a late payment fee calculated as simple interest at a rate of 10% per annum on the outstanding amount, calculated daily.

4.4. Additional Services and Ongoing Fees

- (a) Any work requested by the Client that falls outside the SOW ("Additional Services") will be

billed at the Developer's standard hourly rate of \$75.00 AUD per hour. The Developer will provide a written quote for any Additional Services, which must be approved by the Client in writing before work commences.

(b) Hosting: Following the initial one (1) month of included hosting, the Client agrees to pay a monthly hosting fee of \$20.00 AUD, billed monthly in advance, to maintain the Website's hosting.

5. INTELLECTUAL PROPERTY

5.1. Client Materials

The Client warrants that it owns or has the necessary licenses for all Client Materials provided to the Developer and grants the Developer a non-exclusive, royalty-free license to use the Client Materials solely for the purpose of performing the services under this Agreement. The Client agrees to indemnify the Developer against any claims arising from the use of the Client Materials.

5.2. Background IP

The Developer retains all right, title, and interest in its Background IP. The Developer grants the Client a perpetual, worldwide, non-exclusive, royalty-free license to use any Background IP solely to the extent that it is incorporated into the final Deliverables.

5.3. Ownership of Work Product

Upon receipt of the final payment in full by the Developer, all Intellectual Property Rights, title, and interest in the Work Product shall be irrevocably assigned to the Client. Until final payment is received, the Developer retains full ownership of the Work Product.

5.4. Portfolio Rights

The Client grants the Developer a non-exclusive, perpetual, worldwide license to display the completed Website and its design in the Developer's portfolio, website, and other marketing materials for promotional purposes.

6. THIRD-PARTY SERVICES

6.1. Domain and Hosting

The Client acknowledges that the domain registration and website hosting services are provided by third-party companies and are subject to their respective terms and conditions. The Developer's role is limited to the initial setup and configuration of these services.

6.2. No Warranty

The Developer makes no warranties regarding the performance, uptime, security, or reliability of any third-party services. The Developer shall not be liable for any loss, damage, or service interruption arising from any act or omission of a third-party provider. The Client's sole

remedy for such issues lies with the relevant third-party provider.

7. WARRANTIES AND LIABILITY

7.1. Developer Warranties

The Developer warrants that the services will be performed in a professional and workmanlike manner, consistent with generally accepted industry standards.

7.2. Australian Consumer Law

The services provided under this Agreement come with guarantees that cannot be excluded under the Australian Consumer Law. Nothing in this Agreement purports to modify or exclude the conditions, warranties, and undertakings, and other legal rights, under the Australian Consumer Law.

7.3. Limitation of Liability

To the maximum extent permitted by law, the total aggregate liability of either party under or in connection with this Agreement shall not exceed the total Fees paid by the Client to the Developer under this Agreement. Neither party shall be liable for any indirect, consequential, or special loss or damage, including loss of profit or business opportunity.

8. CONFIDENTIALITY

Each party agrees to keep the other party's Confidential Information confidential and not to use or disclose it, except for the purposes of this Agreement or as required by law. This obligation continues after the termination of this Agreement.

9. TERM AND TERMINATION

9.1. Term

This Agreement commences on the Effective Date and continues until the services are completed and final payment is made, unless terminated earlier in accordance with this clause.

9.2. Termination for Breach

Either party may terminate this Agreement by providing fourteen (14) days' written notice to the other party of a material breach, provided the breach is not remedied within that notice period. Non-payment of Fees by the Client is considered a material breach.

9.3. Consequences of Termination

Upon termination:

- (a) The Client must pay the Developer for all services performed up to the date of termination.
- (b) The deposit paid under Clause 4.2(a) is non-refundable.
- (c) Each party must return or destroy the other party's Confidential Information.

10. DISPUTE RESOLUTION

10.1. Negotiation

If a dispute arises between the Parties, they must first attempt to resolve it through good-faith negotiation between senior representatives of each party.

10.2. Mediation

If the dispute is not resolved within twenty (20) Business Days of negotiation, the Parties agree to endeavor to settle the dispute by mediation administered by the Australian Disputes Centre (ADC) before resorting to litigation.

11. GENERAL

11.1. Governing Law and Jurisdiction

This Agreement is governed by the laws of Australia. The Parties submit to the exclusive jurisdiction of the courts of that state/territory.

11.2. Entire Agreement

This Agreement constitutes the entire agreement between the Parties and supersedes all prior communications, negotiations, and agreements, whether oral or written.

11.3. Notices

Any notice required under this Agreement must be in writing and sent to the addresses specified at the beginning of this Agreement or via email.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

SIGNED for and on behalf of Aevra:

(Signature)

Name:

Title:

Date: _____

SIGNED for and on behalf of [Client Legal Name]:

(Signature)

Name:

Title:

Date: _____

SCHEDULE A: SCOPE OF WORK (SOW)

Project: Custom Website Development

1. INCLUDED SERVICES & DELIVERABLES

- **Website Design & Development:**
 - Development of a website with up to five (5) pages (e.g., Home, About, Services, Contact, Blog).
 - Custom design based on Client-provided branding (logo, brand guidelines).
- **Responsive Design:**
 - The website will be developed to be fully responsive and functional on the latest stable versions of major desktop and mobile browsers (Chrome, Firefox, Safari).
- **Branding Integration:**
 - Selection of a complementary colour palette and web-safe font pairings to match the Client's existing brand identity.
- **Revisions:**
 - Up to three (3) consolidated rounds of revisions during the design and development phases, as per Clause 3.2.
- **Domain & Hosting Setup:**
 - Registration of one (1) domain name via Cloudflare for a one-year term, registered in the Client's name.
 - Setup and configuration of website hosting on Vercel, with the first month of hosting included in the Project Fee.

2. EXCLUSIONS

The following services are expressly excluded from the fixed Project Fee and will be considered Additional Services if required:

- E-commerce functionality (e.g., shopping carts, payment processing).
- Content creation, including copywriting, photography, or videography.
- Logo design or the creation of new brand identity documents.
- Advanced Search Engine Optimisation (SEO) services.
- Licensing fees for any third-party software, plugins, or stock media.
- Ongoing website maintenance, support, or security updates after the project is completed.
- Data entry or content migration from an existing website.

3. CLIENT RESPONSIBILITIES

The Client agrees to provide the following in a timely manner:

- All Client Materials required for the Website (logos, images, text content).

- Timely feedback and approvals as required by the project timeline.
- Access to any existing accounts necessary for the project (e.g., domain registrar).

Any delays caused by the Client's failure to meet these responsibilities may result in an adjustment to the project timeline.