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LEGAL CENTER

Website Design & Development Services Agreement

The terms for website design, development, maintenance and SEO, including our Done For You guarantee.

Last updated: 14 October 2026

Introduction

This Website Design and Development Services Agreement ("Agreement") applies to website design, development, maintenance and SEO services ("Services") provided by HSJ Host Pty Ltd (ACN 673 728 526), trading as HSJ Host and HSJ.HOST ("HSJ Host", "we", "us", "our"), to you ("Client", "you", "your").

Each project or plan is described in a quote, proposal or package description that you accept ("Quote"). This Agreement forms part of our Terms of Service. If this Agreement conflicts with the Terms of Service, this Agreement applies to the Services. If your Quote conflicts with this Agreement, the Quote applies.

Your rights under Australian Consumer Law. Nothing in this Agreement excludes, restricts or modifies any right or remedy you have under the Australian Consumer Law that cannot lawfully be excluded, restricted or modified.

1. Scope of Services

Depending on your Quote, the Services may include:

- **Website design:** a responsive, user-friendly design based on your requirements.
- **Development:** building your website on the agreed platform, such as WordPress, optimised for speed and to work across devices.
- **Content:** adding the text, images and videos you provide, or copy we write for you if it is included in your Quote.
- **Done For You websites:** a fixed package where we write the copy, design, host and launch your website.
- **Maintenance and management:** ongoing updates, monitoring and support under a maintenance plan.
- **SEO:** search engine optimisation services.

Work outside the Quote is a change in scope and may be quoted separately.

2. Your Responsibilities

- **Content:** provide the content we need on time and in an organised way. You must have the right to use all content you provide, and it must be lawful.
- **Feedback:** give feedback and approvals within the timeframes set out in your Quote or project schedule.

- **Access:** give us access to your hosting, domain and other services where we need it to do the work.

3. Timeline

We will agree a project timeline with you, including milestones such as design approval, development, final revisions and launch. Delays in providing content, feedback, approvals or access may delay the timeline.

4. Payments

- Your Quote sets out the costs and payment schedule.
- Projects are usually paid with an upfront deposit, progress payments at agreed milestones, and a final payment on completion.
- We may pause work if an invoice is overdue.
- Maintenance and SEO plans are billed in advance for each billing period and renew automatically, as set out in section 8 of our Terms of Service.

5. Revisions

Your Quote includes a set number of revision rounds. Further revisions may be charged at our standard rates.

6. Done For You Websites: 30-Day Delivery and Money-Back Guarantee

- **Delivery:** we will deliver your Done For You website within 30 days. The 30 days start once you have paid and have provided the information we request at the start of the project.
- **Money-back guarantee:** if we don't deliver the agreed package within 30 days, we will give you a full refund of the fees you paid for the Done For You package.
- **Conditions:** the guarantee applies to the scope you approved at the start of the project. The 30 days are extended by any delay caused by you, such as feedback or content provided after the scheduled feedback window, or changes to the approved scope.
- **How to claim:** open a support ticket in the client portal.

7. Other Refunds

For other projects, deposits and payments for work already completed are not refundable for change of mind. If we don't provide the Services as agreed, you may be entitled to a remedy under the Australian Consumer Law.

8. SEO Services

- We follow search engine guidelines and industry standards, and we do not use "black-hat" techniques.
- Search rankings and traffic depend on factors outside our control, such as search engine algorithms and competitors. We do not guarantee specific rankings, traffic or results.

9. Maintenance and Support

- We provide post-launch support for the period stated in your Quote.
- After that, ongoing maintenance is available under a maintenance plan, with the inclusions listed in the plan.
- You can cancel a maintenance or SEO plan at any time in the client portal. Unless you request immediate cancellation, the plan stays active until the end of the period you've paid for.

10. Intellectual Property

- Once you have paid in full, we transfer to you the rights in the design and code created specifically for your website.
- Third-party items, such as themes, plugins, fonts and stock photos, remain subject to their own licence terms.
- We keep ownership of our pre-existing tools, code and know-how, and give you a licence to use them as part of your website.

11. Termination

Either party may end a project by written notice if the other party seriously breaches this Agreement and doesn't fix the breach within 14 days of being asked to. If a project ends early, you must pay for work completed up to that date, and we will hand over the work you have paid for.

12. Limitation of Liability

To the extent permitted by law, including the Australian Consumer Law:

- we are not liable for any indirect or consequential loss, including loss of profits, revenue, data or goodwill, arising from the use of, or inability to use, your website; and
- our total liability under this Agreement is limited to the fees you paid for the Services that the claim relates to.

13. Confidentiality

Both parties agree to keep each other's confidential information private, and not to disclose it to anyone else without written consent, except where the law requires it.

14. Changes to This Agreement

We may update this Agreement in the same way as our Terms of Service. Changes do not affect a project already underway under an accepted Quote, unless you agree. If a change materially disadvantages you on an ongoing plan, we will email you at least 30 days before it takes effect. See section 3 of our Terms of Service.

15. Governing Law

This Agreement is governed by the laws of Victoria, Australia. You and we submit to the non-exclusive jurisdiction of the courts of Victoria and the Commonwealth courts of Australia.