

TERMS AND CONDITIONS FOR PURPOSE DRIVEN MARKETING – WEBSITE DESIGN AND BUILD SERVICES

These Terms and Conditions govern the agreement between Purpose Driven Marketing (“we,” “us,” or “our”) and the client (“you” or “your”) for website design and build services. By engaging our services and paying any invoice, you agree to the following terms:

1. Payment Terms

- 1.1. A 50% deposit of the agreed project amount is required before the commencement of any design or development work.
 - 1.2. The remaining 50% balance must be paid in full prior to the website’s launch or delivery.
 - 1.3. Payment is due within 7 days of the invoice date unless otherwise agreed in writing.
 - 1.4. Late payments may incur additional fees at our discretion.
 - 1.5. If no communication is made regarding an outstanding invoice and payment remains unpaid, we reserve the right to engage a third-party debt collection agency. All associated collection costs will be passed on to you.
 - 1.6. Proceeding with the 50% deposit constitutes your acceptance of these Terms and Conditions in full, along with the agreed scope of works and quoted price.
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2. Deposit Policy

- 2.1. The deposit is non-refundable, in compliance with Australian Consumer Law (ACL), provided this has been disclosed prior to payment. This ensures compensation for time and resources allocated to your project.
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3. Domain Name and Hosting

- 3.1. The purchase of a domain name and hosting is not included in website design and build costs unless otherwise specified.
 - 3.2. We may assist in setting up these services; however, all costs are billed directly by the relevant provider or separately to you.
 - 3.3. You are responsible for ongoing payment, renewal, and management of domain and hosting services unless you have entered into a separate hosting or maintenance agreement with us.
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4. Project Scope and Creation Process

- 4.1. The structure, pages, and layout of your website will be determined based on our professional experience, research, and discussions with you to best suit your business

goals.

4.2. You will have the opportunity to review and approve key stages of the project:

- Stage 1: Initial design
- Stage 2: Content implementation
- Stage 3: Final review prior to launch

4.3. Once Stage 1 (design) is approved, no fundamental or structural design changes can be made. Any additional changes requested beyond this point may incur additional costs.

5. Timelines

5.1. We will adhere to agreed timelines where possible, provided all required materials, feedback, and approvals are supplied by you in a timely manner.

5.2. Delays in providing required information or approvals may result in project delays, for which we are not liable.

6. Ownership and Intellectual Property

6.1. All website designs, structures, and assets remain the property of Purpose Driven Marketing until full payment has been received.

6.2. Upon full payment, ownership of the completed website (excluding third-party software, themes, plugins, or licensed content) will transfer to you.

6.3. We retain the right to reuse general design frameworks, layouts, and non-exclusive elements across future projects.

7. Delivery and Support

7.1. Upon completion and full payment, we will provide you with login credentials and basic guidance on how to manage your website.

7.2. Ongoing updates, maintenance, or support are not included unless specified in a separate agreement.

8. Client Responsibilities

8.1. You agree to provide all required content, images, branding, and materials in a timely manner.

8.2. You are responsible for reviewing and approving each stage of the project promptly to avoid delays.

8.3. You are responsible for ensuring all content provided complies with applicable laws and does not infringe on third-party rights.

9. Cancellations and Termination

9.1. If the project is cancelled by you after work has commenced, the deposit will not be

refunded and you may be liable for costs incurred up to the point of cancellation.

9.2. If payment terms are not met, we reserve the right to pause or terminate the project. All work completed up to that point remains our property until payment is resolved.

9.3. We reserve the right to terminate the project with reasonable notice if there is a breach of these Terms and Conditions.

10. Liability and Compliance

10.1. While we take all reasonable care to deliver a functional and professional website, we are not liable for issues arising from third-party hosting providers, plugins, themes, or integrations.

10.2. We do not guarantee specific performance outcomes, including search engine rankings or website traffic.

10.3. Consumer guarantees under the Australian Consumer Law (ACL) apply to this agreement, ensuring services are provided with due care and skill.

11. Governing Law

11.1. These Terms and Conditions are governed by the laws of Western Australia.

11.2. This agreement complies with the Australian Consumer Law (ACL), and any legal matters arising will be handled within Western Australia.

For any questions regarding these Terms and Conditions, please contact:

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