

Javelin Web Design

Terms and Conditions 2025

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General T&C's

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 individual, person, or business that is described in the "Name" section of the "Contact" page, located at www.javelinwebdesign.com/contact/.
- "Authorization" 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. Please allow for some delays during school hours.
- "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 Javelin Web Designs.
- "Revision" means anything that you want changed after the job is finished. After the set amount of revisions in the package are finished, extra revisions may incur extra costs.
- "Page" refers to any directory. For example, www.javelinwebdesign.com and www.javelinwebdesign.com/contact are two different 'pages' on the same site.
- "Website" means the website designed and built as per this agreement.
- "Scope" means the document entitled "Scope" provided by Javelin Web Design to the Client and which describes the Services Javelin Web Design offers to perform for the Client as per this agreement.
- A "reasonable time frame" is within 12 months however shall be extended by client requests, amends 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; and
- information developed independently by a third party.

Confidential Information includes the terms of this Agreement and the contents of the Scope.

- "Price" means the fees outlined by JWD.

- “You” and “Your” means the Client named within the “Client Details” area.
- “Our”, “Us”, “JWD”, “Ourselves” and “We” means the “Supplier”, Javelin Web Design, and associated brands and businesses.
- “Notice of completion” means a notice in writing, given by the Javelin Web Design to the Client advising that the goods or services subject of the Contract have been provided and completed by the Supplier.

Offers

You are engaging Javelin Web Design to provide the Services as defined in the “Contract”.

To accept our offer to provide the Services you must accept the offer of Javelin Web Design using the online acceptance system or 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

Javelin Web Design currently offers these services (as of May 2025):

- Web Design
- Web Development
- Content Writing
- Tech Support
- Hosting

Price

You agree to pay Javelin Web Design the price for the services you require as outlined in the Contract.

The Supplier may, at the cost of the Client, engage the services of a debt recovery agency to assist it, 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.

Notices

All notices will be delivered from the supplier to you in writing. This can include:

- Hand Delivery
- Registered Post
- Email

A notice is deemed to have been delivered and received:

- If delivered by Hand Delivery, on the next Business Day after delivery
- If delivered by Registered Post, in 5 business days after posting
- If delivered 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 product provided by us within 7 business days of a Notice of Completion being sent, and must:

- (If applicable) Give the supplier written notice 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 and Termination

You breach this contract if you:

- Failure to have provided content as required within 4 weeks of signing this agreement
- Contravention of your obligations pursuant to Warranty Indemnity & Confidentiality terms previously listed
- Termination of the Hosting;
- Being unresponsive to our communication
- Failure to conduct yourself in a professional manner
- Being rude or aggressive towards the Supplier

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

In addition to the clauses written above, the Supplier may also terminate the contract via written notice to the other Party if:

- A material breach of contract occurs, which is not remedied within 14 days of notice.

- an insolvency event occurs, other than an internal reconstruction with notice to the other party.

Upon termination:

Both parties are immediately released from their obligations in this contract, save those outlined in the Price, Additional Charges, Warranty & Indemnity clauses and any other obligations which by their nature survive termination within their contractual period;

- 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 any instant termination clause in these terms and conditions, there will be a 20% of expected remaining contract revenue due with a 30-day notice in writing.

General Information

- With regard to the services provided, speed and quantity is not the aim, but rather quality of work. All work will be completed in a timely manner. Please allow for delays during Year 10/11/12 Exam week, as well as anything outlined on the main page at www.javelinwebdesign.com in terms of current events and delays.
- Both parties must do everything within their capabilities & reason to fulfil all agreements and terms outlined in this contract.
- A party will not be responsible for a failure to comply with its obligations under this Agreement to the extent that its failure is caused by an event beyond the control of that party ("Force Majeure") provided that the party so affected keeps the other party closely informed and uses reasonable endeavours to rectify the situation.
- Without limiting any other right to terminate under this Agreement, if Force Majeure affects a party's performance under this Agreement for a period of more than 30 consecutive days, the other party may immediately terminate this Agreement by written notice.
- Non-payment of invoices may result in the delaying of Javelin Web Design services.

- Any action or thing that falls due to be done on a day that is not a Business Day will fall due on the next Business Day.
- The law of Western Australia governs this Agreement, and each party submits to the jurisdiction of the courts of Western Australia.
- Cancellation of any Direct Debit Authority does not affect your liability to pay the fees in full under the contract.

Confidentiality & 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 Revisions

- All additional charges incur as a result of revisions that are requested after the set number of revisions in a package are exhausted.
- Additional revisions are billed at a rate of \$25/hour inc. GST.
- Minimum charge is one hour.
- This excludes any pre-agreed upon work and quoted work, unless the scope has changed and/or the time limit has exceeded.

When the Supplier, at the Client's request, performs additional work with no pre-agreed upon charge, the charge is calculated by the elapsed time multiplied by the hourly rate.

Intellectual Property Usage

- By signing your contract and paying Javelin Web Design for services, you authorise the Supplier to display your finished product on <https://javelinwebdesign.com>.
- You also authorise the addition of a Javelin Web Design partner tag or hyperlink in the footer of your website.
- Once the Client pays the Supplier, the Intellectual Property rights transfer to the client.

Assurance/Safeguards

You unconditionally and irrevocably agree to indemnify and hold harmless Javelin Web Design, including its officers, employees, and agents, from and against any and all actions, claims, demands, losses, liabilities, or costs (including legal fees) that arise out of, result from, or are in any way connected with the Services provided. This includes, but is not limited to, any product or service sold through your Website. This indemnity does not apply to the extent that any such claim or loss arises from a breach of this Agreement by Javelin Web Design.

If you are ordering goods or services as a trustee of a trust, you warrant that:

- You have full authority to enter into this Agreement on behalf of the trust;
- Your right of indemnity from the trust assets is unrestricted and will not be affected by entering into this Agreement;
- You agree to be personally bound by this Agreement, as well as in your capacity as trustee;
- Your liability under this Agreement continues even if you cease to be the trustee; and
- Your liability is not limited to the assets of the trust.

Liability and its Limits

Javelin Web Design excludes any and all liability in regard to loss of data, interruption of business, or any damages/loss.

Javelin Web Design excludes all representations, warranties, or terms other than those expressly outlined in this Agreement.

Javelin Web Design is not liable to the Client for any loss/damage of any kind incurred by the Client as a consequence of any breach of the Supplier's obligations in accordance with the Contract.

If failure to supply is caused by matters beyond the Supplier's reasonable control, including but not limited to acts of any deity, war, natural or man-made disaster, fire, explosion, strikes,

scientists bring back the dinosaurs and one tramples our computers, wild Italian man comes in and throws Japanese food in our mouths choking us all, Chinese spy drone shoots our laptops, aliens abduct our CEO, mysterious house fire lit by angry fascist advocate, after school detentions for phone use after 8am, developers called for dinner, and what any reasonable, informed person would consider to be force majeure, Javelin Web Design will not be held accountable.

Warranties

Both parties (the Supplier and the Client) warrant that:

- The execution/delivery of this Agreement has been properly authorised.
- It (the respective party) has full power to execute, deliver, and platform 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.

In addition to all aforementioned warranties, Javelin Web Design also warrants that:

- We will exercise skill, care, and attention with regard to the Services.
- The finished product will not contain any viruses, malware, or ransomware at the date of completion.
- The product will be compatible with Google Chrome, Edge, Firefox, and Safari.

The client, in addition to previously stated warranties, warrants that:

- No content that you request to be published is illegal or unethical.
- You own or have permission for all text, images, and other materials used in the Product.

Supplier/Client Relations

Javelin Web Design will ensure that the Client's work is completed to the Client's specifications and satisfaction, but should the relationship between the two parties break down for any reason, Javelin Web Design reserves the right to stop all work on the Client's Product without notice and without any liability.

Javelin Web Design will notify the Client of a breakdown, and once that notice is received, the Client must immediately pay all outstanding charges due to Javelin Web Design, and the Client will receive full rights and the Title to whatever work has been completed.

A relationship may break down due to:

- Abusive, unkind, or mean language
- Demands that are too demanding
- Noncooperation from the Client
- Noncommunication from the Client

Retention of Title

Until the Client pays in full, Javelin Web Design retains all rights to the Product.

Bugs

Javelin Web Design will always try to rectify any bugs that the Client notifies the Supplier of through written notice or a phone call, applying to functional and development issues.

Bugs are not revisions; fixing a bug will not detract from the amount of revisions outlined in the package selected by the Client.

Javelin Web Design will try to fix any bugs, however if the bug is derived from an obsolete browser, it may not be supported.

Javelin Web Design will initially test the website, however the Client is responsible for thoroughly testing the website for bugs after the Title is transferred.

Javelin Web Design will not fix bugs created by:

- Hosting-related issues
- Hacking
- Client-Installed plugins/deletions
- User errors
- New development requests
- Third-Party services (e.g. payment providers)

Payment

- JWD processes payments securely through PayPal.
- Clients must ensure sufficient funds are available for scheduled debits.
- Failed payments incur additional fees and may result in service suspension.
- If you wish to cancel, please contact us directly — cancellation requests will only be accepted when made through direct communication with our team.

