FIVEBYFIVE

Terms & Conditions

1. DEFINITIONS

- **Administration Fee**: A charge equal to one (1) month of the Client's current service or package rate.
- **Client**: The company or individual requesting the services of "Five by Five".
- **CRM:** Customer Relationship Management which is a system for managing all of the company's interactions with current and potential customers..
- **Five by Five**: Primary website designer & employees or affiliates. Our formal trading entity is Five by Five Pty Ltd (ABN: 35 658 185 338)
- **Interest Rate**: Simple interest calculated daily at the applicable Reserve Bank of Australia cash rate plus five percent (5%);
- **Headless Website**: A static website build with no content management system (CMS), hosted on Five by Five's Headless Hosting.
- **Included Website**: A website build provided at no charge or at a reduced price as part of a Minimum Term engagement, with its standard price shown on the Client's quote.
- **Minimum Term**: The initial term stated in the Client's proposal (typically 6 or 12 months), starting from the first payment. After the Minimum Term, services continue on the Rolling Term.
- **Rolling Term**: The month-to-month period that follows the Minimum Term, as described in Clause 19.4.
- **PPC:** "Pay Per Click" means an advertising model in which advertisers pay for clicks to their website from Search Engines and advertising networks predominantly, but not limited to, Google Adwords and Meta Ads.
- **Search Engine:** A tool designed to search for information on the internet, such as Google, Bing and Yahoo.
- **Search & AI Campaign**: Five by Five's ongoing search service, covering SEO and the Client's visibility in AI search and answer tools such as ChatGPT, Gemini and Google AI Overviews.
- **SEO:** "Search Engine Optimisation" means any service which is designed to assist a website to gain a higher listing in the Search Engines, such as keyword research, link development and optimisation activities. SEO forms part of the Search & AI Campaign.
- **Site Owner:** The Client in this Agreement.
- **Small Claim Court:** The appropriate tribunal in the relevant Australian state or territory that has jurisdiction over minor civil disputes. For example, in Queensland, this would be the Queensland Civil and Administrative Tribunal.
- **Support Quoted Work**: Specific services requested by Client that fall outside the scope of their current package or other ongoing services. These are one-time tasks or projects that require additional work and are quoted separately.
- **WCP:** WordPress Care Packages as described in Clause 18.4.
- **Web Design:** Web Design in the process of planning and building websites that focus on visual aesthetics, usability and responsiveness. It includes arranging content, creating layouts and ensuring compatibility across various devices and browsers for an optimal user experience.
- **WHP:** : Website Hosting Packages, including Headless Hosting, as described in Clause 18.5.

2. GENERAL

2.1. Five by Five will carry out work only where an agreement is provided either by email, telephone or mail.
2.2. Five by Five will carry out work only for clients who are 18 years of age or above.
2.3. An 'order' is deemed to be a written or verbal contract between Five by Five and the client, this includes telephone and email agreements.
2.4. All quotes and proposals provided are valid for 30 days from the date of presentation.

3. INTELLECTUAL PROPERTY

3.1. Five by Five will deliver all work performed in a ZIP archive (or, for a Headless Website, its code repository) on request. We reserve the right to reuse technical components that we may develop during the course of the project, to build our own component libraries. You retain copyright on all works on payment of the final invoice:
   i. At the end of a "Web Design" only project (typically 4 month delivery)
   ii. For an Included Website, on completion of the Minimum Term, or earlier on payment of the Included Website's standard price under Clause 19.5.4

3.2. Logos and brand assets created by Five by Five become the Client's property on payment in full of the logo and branding fee, including where that fee is spread across the monthly payment plan.

4. VARIATIONS & EXTENSIONS

4.1. In the event of any variations/extensions to any Five by Five contract or should the client wish to engage Five by Five on a time and material basis, all work will be undertaken in accordance with Five by Five's hourly rates negotiated at that time.
4.2. Five by Five will issue a quote at our current standard hourly rate

5. FEEDBACK & REVIEWS OF WORK

5.1. Five by Five expects client feedback on project milestones within a reasonable time.
5.2. If feedback is not received from a client then the assumption is made that the client is happy with work Five by Five has delivered and will be invoiced for the balance of the project accordingly.
5.3. Any further work will be negotiated on a time and material basis.

6. GOODWILL

6.1. Any client entering into a service with Five by Five assumes goodwill from both sides
6.2. This includes what can reasonably be achieved in the designated time frame and a willingness to make best use of resources to achieve the most useful outcomes.

7. WARRANTY

7.1. Whilst every endeavour will be made to ensure that the website and any scripts or programs are free of errors, Five by Five cannot accept responsibility for any losses incurred due to malfunction, the website, or any part of the project.
7.2. Five by Five cannot take responsibility for any losses incurred by the use of any software created for the client.
7.3. Whilst every care has been taken to ensure products are problem free and accurate, the ultimate responsibility lies with the client in ensuring that all software is functioning correctly before use.
7.4. The client is expected to test fully any application or programming relating to a site developed by Five by Five before being made generally available for use.
7.5. Where "bugs", errors or other issues are found after the site is live, Five by Five will endeavour (but is not obliged to) to correct these issues to meet the standards of function outlined in the quote

8. COPYRIGHT

8.1. The website, graphics and any programming code remain the property of Five by Five until all outstanding accounts are paid in full.
8.2. Any scripts, web applications, php scripts, or software written by Five by Five remain the copyright of Five by Five and may only be commercially reproduced or resold with the permission of Five by Five unless otherwise specified in the project quote..
8.3. Five by Five cannot take responsibility for any copyright infringements caused by materials submitted by the client.
8.4. Five by Five reserves the right to refuse any material of a copyrighted nature unless adequate proof is provided by the client of permission to use such material.
8.5. Any scripts, web applications or software written by Five by Five remain the copyright of Five by Five and may only be commercially reproduced or resold with the permission of Five by Five unless otherwise specified in the project quote.

9. COMPATIBILITY

9.1. In order to achieve the best possible outcome for each client, Five by Five ensures any work produced is in line with the latest technology available.

9.2. Five by Five will endeavour to ensure that any developed and/or designed site or application will function correctly on the server it is initially installed in and that it will function correctly when viewed with all major modern web and mobile browsers.
9.3. To see the full list of system requirements and compatible browsers & devices, click here: https://elementor.com/help/requirements/

10. EXTERNAL SERVERS & ENVIRONMENTS

10.1. Where applications or sites are developed on servers not recommended by Five by Five, the client is expected to provide or seek any information, additional software, support or co-operation pertaining to the server required in order for the application to be correctly developed.
10.2. Where large applications are to be developed, it is the client's responsibility to provide Five by Five with a suitable testing environment which is identical to the final production environment.

11. DISPUTES

11.1. Five by Five will not be liable for, or become involved in, any disputes between the site owner and their clients.
11.2. Five by Five cannot be held responsible for any wrongdoing on the part of a site owner.
11.3. Five by Five will not be liable for any costs incurred, compensation or loss of earnings due to the work carried out on behalf of the client or any of the clients appointed agents.
11.4. Five by Five will not be liable for any costs incurred, compensation or loss of earnings due to the unavailability of the site, its servers, software or any material provided by its agents.

12. COMPLAINTS PROCEDURE

12.1. **INFORMAL PROCEDURE**

12.1.1. Any client who experiences a problem with the web service provided by Five by Five should raise the matter directly using Five by Five's online contact form (https://www.fivebyfive.com.au/contact) to do so.
12.1.2. The client must give sufficient information to locate the material in question, such as an url, and clearly outline the grounds for complaint.
12.1.3. Five by Five will approach the individual responsible for the material in question with a view to resolving the matter to the satisfaction of the complainant.

12.2. **FORMAL COMPLAINTS PROCEDURE**

12.2.1. Five by Five's formal complaints procedure should only be used where the complainant feels that the nature of the complaint is too serious to be dealt with informally, or where a satisfactory conclusion has not been reached after following the informal procedure.
12.2.2. A formal complaint should be made by the client in writing to Five by Five via email to hr@fivebyfive.com.au, who will acknowledge receipt and ensure that the matter is looked into as soon as possible.
12.2.3. An initial response from Five by Five to any complaint can be expected within seven days of its receipt.
12.2.4. A full and considered response to the complaint should be completed by Five by Five within 30 days and any subsequent remedy implemented with the minimum of delay.

13. ASSIGNMENT

13.1. The Client must not transfer, charge, assign or otherwise deal with your rights or obligations under this Engagement without our prior written consent (which may be given or withheld in Five by Five's absolute discretion).
13.2. Five by Five may transfer, charge or assign our rights under this Engagement to another party by notice in writing to you. If we sell our business, provided the buyer covenants to comply with our obligations under this Engagement, you must, if requested, enter into a deed of novation with us and the buyer.

14. ACCOUNTS & PAYMENTS

14.1. GENERAL

14.1.1. A deposit is required by any new client before any work is carried out by Five By Five or its affiliates.
14.1.2. Once a deposit is paid and your outlined work is completed by Five By Five, clients are obliged to pay the balance of payment in full.
14.1.3. Payment for all Five by Five invoices is required by the due date indicated on the invoice, unless an alternative arrangement has been agreed upon in writing between Five by Five and the client.
14.1.4. Contact will be made with all clients via email and telephone to remind them of such payments if they are not received when due.
14.1.5. If client fail to pay any fees by the due date, Five by Five may charge interest at the Interest Rate on the outstanding fees or any other monies due and unpaid by client, until such time as client has paid in full, the outstanding amount and any interest accrued on the outstanding amount, and client will pay to Five by Five any reasonable costs incurred by Five by Five in relation to collection of any amounts owing.
14.1.6. If outstanding accounts fail to be settled before 30 days of invoice, Five by Five may remove a client's personal access to their site and we will cease any work completed on the site, including SEO, PPC and Support requests.
14.1.7. If an invoice is not paid within 60 days, all services, including your website and DNS (which may affect your ability to send and receive emails), will be deactivated and will only be reactivated once all outstanding invoices have been paid in full.
14.1.8. Once work on a client's site has been completed, whether it be design, development, hosting, monthly maintenance, quoted tasks, SEO, copywriting or paid ads, there are no exceptions or cancellations to our payment terms and on time payment in full will be expected.
14.1.9. After the Minimum Term, the agreement continues month to month (the Rolling Term) at the same rates, with no need to re-sign. Either party may end it by giving at least 60 days' written notice. Termination takes effect when the notice period ends. All obligations will end, except those specifically stated to continue after termination. Please refer to Clause 19 for further information regarding contract termination.
14.1.10. Outstanding payment will be pursued by Five by Five through the Small Claims Court. Non-payment can result in county court judgments (CCJ's) being added to the client's credit rating.
14.1.11. Following consistent non-payment of an invoice, Five by Five's solicitors will contact the client with a view of seeking payment through legal procedures, and if necessary court summons.
14.1.12. An Included Website is conditional upon the client completing the Minimum Term stated in their proposal. If the client cancels before the end of the Minimum Term, the cancellation fee in Clause 19.5.4 applies and is payable within 14 days of cancellation.

14.2. PROJECT PAYMENT MILESTONES

14.2.1. Five by Five has monthly payment milestones as Five by Five is confident that the project can be delivered and launched within 120 days.
14.2.2. This is subject to full engagement and action on the client's part including content (if providing), imagery (if providing), logo and style guide and timely feedback.
14.2.3. Payment plan is listed within the Contract and will be signed by both parties. It includes:

- 1st payment is due on or before the day of Induction.
- All outstanding project-related invoices must be settled at least 24 hours before the website launch. Payment is required prior to going live.
- All invoices issued must be paid by the due date listed on the invoice so Five by Five can allocate resources and continue work on the project.
- Payments can be made via Direct Debit, Credit Card or Bank Transfer and will be discussed with each client by Five by Five's Accounts Officer.

14.3. PARTNERSHIP PACKAGES (WEBSITE, SEARCH & AI CAMPAIGN AND SUPPORT)

14.3.1. The Search & AI Campaign commences once the initial deposit is received and continues for the Minimum Term from the date of the first payment, unless otherwise agreed between the parties in writing.
14.3.2. Hosting & Support (a WordPress Care Package, or Headless Hosting for a Headless Website) commences once the client's new website is launched and continues for the remainder of the Minimum Term.
14.3.3. If Five by Five's PPC Service is part of the client's package it will commence once the client's new website is launched and continue for the remainder of the Minimum Term.
14.3.4. At the end of the Minimum Term, all recurring services continue on the Rolling Term under Clause 19.4. No renewal or re-signing is required.
14.3.5. Where one-off items (such as a logo and branding) are spread across the monthly payment plan, any unpaid balance of those items becomes payable if the agreement is cancelled within the Minimum Term.
14.3.6. All details of the payment plan and services to be delivered by Five by Five are listed within the Contract and will be signed by both parties. A summary will be included in the client's invoicing which includes:

- 1st payment is due on or before the day of Induction.
- All invoices issued must be paid by the due date listed on the invoice so we can allocate resources and continue work on your project.
- Payment preference is via Direct Debit and will be discussed with you by our Accounts Officer.

14.4. ONGOING SUPPORT & HOSTING / SEARCH & AI CAMPAIGN (WHP, WHP HEADLESS, WCP, ANNUAL HOSTING, SEARCH & AI)

14.4.1. Hosting & Support and Search & AI Campaign payments are made one month in advance before the package commences.
14.4.2. Client is to remain on the initially chosen WordPress Care Package for a minimum term of 3 months from first monthly payment before requesting a change.
14.4.3. Following the initial 3 months, packages are run on a month to month basis and a client may upgrade or downgrade to suit their monthly support needs.
14.4.4. Five by Five will contact the client via telephone and email if it is found they need to change their WordPress Care Package or SEO Package according to the client's monthly usage. The client's ongoing monthly invoices will be updated accordingly.
14.4.5. Five by Five will not be held responsible for Hosting, Maintenance and Security updates on any sites where the client does not engage in Five by Five's Support (WCP)or Hosting (WHP) Packages. This is the full responsibility of the client and Five by Five will be indemnified against any issues that arise due to lack of updates and maintenance.
14.4.6. Payment plan is listed within the Contract and will be signed by both parties. It includes:
- Payments can be made via Direct Debit, Credit Card or Bank Transfer and will be discussed with you by our Accounts Officer.

14.5. SUPPORT QUOTED WORK PAYMENTS

14.5.1. Support Quoted Work specified deadlines by Five by Five are subject to full engagement and action on the client's part including content (if providing), imagery (if providing), logo and style guide and timely feedback.
14.5.2. Payment plan is listed within the quote and is agreed upon by both parties on written acceptance of quote. It includes:
- Payment is upfront prior to scheduling and commencement, unless stated otherwise.
- Payments can be made via Direct Debit, Credit Card or Bank Transfer and will be discussed with you by our Accounts Officer.

14.6. PRICE REVIEW

14.6.1. During the Rolling Term, Five by Five may review its rates once in any 12-month period by giving the client at least 30 days' written notice.
14.6.2. Rates do not change during the Minimum Term. If the client does not accept a new rate, they may end the agreement under Clause 19.3, and the existing rate applies throughout the notice period.

15. WEBSITE BUILDS

15.1. USABILITY

15.1.1. Five by Five will give each client a customised website. For WordPress builds this includes a recorded training session with a team member of Five by Five.
15.1.2. For WordPress builds, clients will be taken through how to make simple, everyday changes, add new blog posts and products.
15.1.3. A Headless Website has no CMS, so its content is not directly editable by the client. Content updates after launch are made by Five by Five under the client's Hosting & Support package or at our current standard hourly rate.

15.2. LAUNCH INCLUSIONS

15.2.1. For the initial website launch, Five by Five will add up to 10 blog posts to the website unless otherwise specified in the project quote.
15.2.2. For the initial website launch, Five by Five will add up to 10 simple products to the website's shop or catalogue if applicable.
15.2.3. For the initial website launch, Five by Five will integrate the client's email subscription form with their current email marketing platform.
15.2.4. Client is to provide Five by Five with the form embed code for their CRM and/or email marketing platforms.

15.2.5. Any email work such as design of templates, auto-responders or confirmation messages will need to be quoted by Five by Five on a time and materials basis.

15.3. POST LAUNCH UPDATES

15.3.1. Client will have 7 days (1 week) to flag any bugs, edits, tweaks to the website with Five by Five after launch.
15.3.2. Within these 7 days (1 week) after launch above mentioned changes and updates made to the client's site by Five by Five will be addressed as part of the initial project quote and will not incur an extra cost.

15.4. WEBSITE ACCESS & FILES

15.4.1. Five by Five will deliver all work performed in a ZIP archive at the client's request.
15.4.2. Back end access to the site (or, for a Headless Website, access to its code repository on request) is only granted to the client by Five by Five once the client's website is launched.

15.5. STOCK PHOTOGRAPHY

15.5.1. Basic graphics and iconography by Five by Five's designers is included in the initial project quote.
15.5.2. Separate to this, photography to complete the site will need to be provided by the client.
15.5.3. If the volume or standard of suitable photography or videography provided by the client is not adequate to complete the site, Five by Five will source images or motion footage from open libraries such as https://unsplash.com/license and https://www.pexels.com/license/
15.5.4. Additional stock photography or motion footage can be purchased for use on the website by Five by Five at the client's request and the costs incurred will be added to the client's final invoice.
15.5.5. Five by Five will charge our current standard hourly rate for the time taken to select stock images and motion footage on the client's behalf assuming there is a large volume of photos or video required for selection.

15.6. PHOTOGRAPHIC AND VIDEO SERVICES

15.6.1. Five by Five may subcontract these services to qualified Photography and Video Contractors.
15.6.2. Five by Five will manage the relationship with these contractors to ensure quality and timely delivery.
15.6.3. All intellectual property rights of the photographic products will be owned by the Client upon full payment.
15.6.4. Five by Five and the Contractor retain the right to use the products for promotional purposes unless the Client objects in writing.
15.6.5. The Client agrees to pay Five by Five as per the agreed quote/proposal and indemnifies Five by Five and the contractor against any claims arising from the use of the services.
15.6.6. Location bookings and fees are the responsibility of the Client.
15.6.7. The client may be liable to pay a cancellation fee if the shoot is cancelled, or a date change is requested within 48 hrs of the scheduled photo or video shoot.

15.7. CUSTOM ILLUSTRATIONS

15.7.1. Customised complex illustrations such as an infographic or unique iconography can be created by Five by Five's designers at the client's request and the costs incurred will be added to the client's final invoice.

15.8. CUSTOM VIDEO EDITING

15.8.1. Five by Five can slice provided motion footage into a 10-15 second loop for specific website banner use only.

15.8.2. A single client review of the sliced footage is accommodated for any changes, additional reviews will be quoted and added to the client's final invoice.
15.8.3. Unique editing of videos or images by Five by Five for the use on another platform or website by the client is not included in the project quote.

15.9. LOGO CREATION

15.9.1. It is the client's responsibility to store and/or backup logos created by Five by Five in a safe location for future use.
15.9.2. Five by Five does not keep backups of created client logos for possible future asset requests.

15.10. MOBILE BREAKPOINT DESIGNS

15.10.1. Five by Five's static individual primary website page designs are designed at an industry median viewport desktop standard using a responsive column structure to accommodate mobile device breakpoint cascading, which will be addressed during the development phase of the project.
15.10.2. Specific mobile breakpoint designs will be quoted and added to the client's final invoice unless otherwise specified in the project quote.
15.10.3. Five by Five cannot accommodate specific mobile layout design reviews with clients unless otherwise specified in the project quote.

15.11. ANIMATIONS

15.11.1. Basic loading, scroll and UX interaction animations by Five by Five's designers is included in the initial project quote.
15.11.2. Specific custom animations to sell a product or process can be designed by Five by Five at the client's request and the additional costs incurred will be added to the client's final invoice.

15.12. FONTS AND FONT LICENSING

15.12.1. Five by Five's designers use Google open source fonts for their web safety and versatility.
15.12.2. The client will not need to keep font licensing subscriptions (e.g. Adobe Fonts) active for the life of the website.
15.12.3. Any fonts that are NOT open source and are covered by a licence will need to be provided by the client.
15.12.4. Five by Five will not purchase licences or font families for any client projects.

15.13. CHANGES TO SCOPE

15.13.1. Any changes to the scope of the project such as addition of new pages or functionality will need to be quoted accordingly and will be added to the client's final invoice.
15.13.2. Five by Five's Project Manager will advise the client of any additional work that falls outside the original scope requested by the client.
15.13.3. This is called a 'Variation' and includes, but is not limited to, additional requested website pages which are not included in the finalised sitemap provided with this proposal.
15.13.4. Once the client confirms Five by Five's design of their website, it will move into the development phase of the project deeming the design final.
15.13.5. Any redesign work after this confirmation can be executed at the client's request however the additional costs incurred will be added to the client's final invoice.

15.14. RIGHT TO REFUSE

15.14.1. Five by Five reserves the right to refuse to deal with any material which may be deemed offensive, illegal or in any way controversial.
15.14.2. Five by Five reserves the right to refuse continuing working with a client or delivering a project due to the nature of the project or client's behaviour.

15.15. BUILD WARRANTY

15.15.1. Each project delivered by Five by Five comes with a three month technical code warranty.
15.15.2. Within these 3 months after launch all technical issues that affect the site's ability to perform as quoted will be addressed by Five by Five as part of the initial project quote and will not incur an extra cost.
15.15.3. If a Five by Five website is launched on an external host outside of Five by Five and its partners, any issues caused by an inferior hosting environment will not be covered within the project quote.

16. COPYWRITING

16.1. GENERAL

16.1.1. All Five by Five timeframes and deadlines are subject to full engagement and action on the client's part including draft content (if providing), and timely feedback.
16.1.2. Five by Five cannot take responsibility for any copyright infringements caused by materials submitted by the client.
16.1.3. It is up to the client to provide Five by Five with any legal limitations on words or phrasing in the initial extraction meeting.
16.1.4. Five by Five will make every effort to proofread and fact check any work submitted to the client.
16.1.5. Five by Five cannot guarantee a client's copy will be free of any typographical, grammatical or factual errors.
16.1.6. It is the responsibility of the client to ensure that all Five by Five's copywriting is factual and correct.
16.1.7. All copywriting will be provided to the client for review in the form of a Google document.
16.1.8. Five by Five ensures all information provided by the client remains confidential.

16.2. COPYRIGHT

16.2.1. All custom copywriting remains the property of Five by Five until all outstanding accounts are paid in full.
16.2.2. Until such time, the client is banned from reproducing, altering or redistributing any copy produced by Five by Five.
16.2.3. Five by Five retains the right to use all or a portion of the copywriting for promotional purposes.
16.2.4. If a project is cancelled at any stage before it is launched, Five by Five retains copyright, regardless of any previous payments.

16.3. CHANGES TO SCOPE

16.3.1. Any changes to the scope of the project such as addition of new pages will need to be quoted accordingly and will be added to the client's final invoice.
16.3.2. Five by Five's Copywriter will advise the client of any additional work that falls outside the original scope requested by the client.
16.3.3. This is called a 'Variation' and includes, but is not limited to, additional requested website pages which are not included in the finalised sitemap provided with this proposal.
16.3.4. Once the client confirms Five by Five's copywriting, it will be used in the development phase of the project deeming the copywriting final.
16.3.5. Any extensive rewriting work after this confirmation can be executed at the client's request however the additional costs incurred will be added to the client's final invoice.

17. SEARCH & AI CAMPAIGN AND PAY PER CLICK (PPC)

17.1. SCOPE OF WORK

17.1.1. All Search & AI Campaign clients must be on a Five by Five Hosting & Support package (a WordPress Care Package, or Headless Hosting for a Headless Website) alongside their campaign.

17.1.2. Five by Five will not execute any SEO work on an externally hosted website.
17.1.3. The Search & AI Campaign is delivered as a toolkit: each month the strategist allocates the paid hours across the campaign's activities (such as content, technical fixes, Google Business Profile, authority building, AI visibility work and conversion improvements) based on results, competitors and opportunities at the time.
17.1.4. All work completed, and the time spent on it, is itemised in the client's monthly report.
17.1.5. Five by Five reserves the right to share paid hours of work between a client's SEO and WordPress Care package where they see fit.
17.1.6. This includes work such as building a new web page, adding new products, or additional website copywriting.

17.2. CONVERSION RESULTS

17.2.1. Due to the nature of search, AI tools and PPC, Five by Five cannot guarantee specific positions or keyword rankings for any client website, or that the client's business will be mentioned, cited or recommended by any AI search or answer tool.
17.2.2. Five by Five will not be held to a specific time frame for any SEO and PPC results.
17.2.3. Five by Five cannot guarantee an increase in traffic to a client's site month on month.
17.2.4. Five by Five cannot guarantee an increase in a client's website conversions month on month
17.2.5. AI answers change from day to day. Five by Five reports the work completed and the movement in AI referral traffic, enquiries and tracked prompts, rather than promising a specific AI result.

18. SUPPORT & HOSTING

18.1. SUPPORT QUERIES

18.1.1. All support requests and queries should be sent to our support email address support@fivebyfive.com.au .
18.1.2. Our First response time is within 24 from hours, where your task will be assessed and scheduled to be addressed.
18.1.3. Our Support desk operating hours are from 9am - 5pm AEST Monday - Friday
18.1.4. Our offices and support desk are closed over Queensland and Gold Coast Public Holidays. We also close over the Christmas period (dates vary per year) where we have skeleton crew available for dire emergencies.
18.1.5. Before completing a task we confirm that you still have time available based on your subscribed package. If you have used your time allocation for the month - the team will quote for the work to be completed. (See Ad Hoc Quoted Work below)
18.1.6. We have a system to triage updates to websites based on the urgency and effect the updates have on the running of the business. If your task is urgent for any other reasons - please specify this in your request.
18.1.7. Depending on the issue and troubleshooting involved - some tasks may take longer to complete - we appreciate your patience during this time.

18.2. SECURITY

18.2.1. Due to a number of external factors Five by Five is unable to guarantee a client's site will not get infected. This is particularly relevant when the client has multiple staff and/or third party service providers working on the site daily.
18.2.2. To reduce/minimise security risk, Five by Five encourages the following precautions:

- Ensure you have a strong User password
- Update your User password regularly
- Don't share your access with anyone else. If you need to grant access, rather create a specific user with their email address.
- It's imperative that your Wordpress Core and Plugins are updated regularly. If we are not doing this for you - you need to ensure you have someone managing this for you. Outdated Plugin can become a security risk.
- Ensure that all users accessing the backend of your website either via the Wordpress Dashboard or SFTP are doing so from a PC with a comprehensive antivirus detection and scanner.
- Be sure to remove wordpress users of staff who leave your company. It's a good idea to do an audit of your Users every 3-6 months.
- If you rely on a 3rd party for SEO or any other website services, ensure that you remove them when you no longer require their service.

18.3. WEBSITE HOSTING & SUPPORT PACKAGES

18.3.1. Our package runs on a month to month basis - based on your paid subscription. On first signup we expect that you will stay on the same package for a minimum of 3 months - after which period you will be able to upgrade to a higher package depending on your specific needs. We are happy to consult with you to find the most suitable package once the site has settled down from the move or launch.

18.3.2. If a client wishes to cancel their WordPress Care Package and/or Hosting Package and move their site to a new hosting provider, Five by Five must receive 30 days notice in writing. This gives us time to assist you with all the details you require to make a smooth transition to your new provider.

18.3.3. Five by Five will only cancel billing once confirmation has been received from the client that the Website / Domain / DNS records have all been moved and updated.

18.3.4. Five by Five will confirm that the site move has been executed correctly before terminating the client's account and website from Five by Five's hosting server.

18.3.5. For current pricing on all support packages, please refer to our website https://www.fivebyfive.com.au/wordpress-website-maintenance-package

18.4. WEBSITE CARE PACKAGES

18.4.1. WEBSITE CARE PACKAGE (STANDARD) INCLUDES:

- Premium Website Hosting in Google's Data Centre in Sydney
- Website Security (SSL Certificate) & Uptime Monitoring
- Daily Backups of your website
- Scheduled Monthly Plugin & WordPress Core Updates - physically checked by one of our team for any compatibility issues
- Monthly Google Analytics Website Reporting
- Reliable & Efficient Team of Experts
- 1 hour support per month
- Any additional support time will be quoted at our current standard hourly rate

18.4.2. WEBSITE CARE PACKAGE PRO INCLUDES:

- Premium Website Hosting in Google's Data Centre in Sydney
- Website Security (SSL Certificate) & Uptime Monitoring
- Daily Backups of your website
- Scheduled Monthly Plugin & WordPress Core Updates - physically checked by one of our team for any compatibility issues
- Monthly Google Analytics Website Reporting
- Reliable & Efficient Team of Experts
- 4 hours support per month
- Any additional support time will be quoted at our current standard hourly rate

18.4.3. WEBSITE CARE PACKAGE PLUS INCLUDES:

- Premium Website Hosting in Google's Data Centre in Sydney
- Website Security (SSL Certificate) & Uptime Monitoring

- Daily Backups of your website
- Scheduled Monthly Plugin & WordPress Core Updates - physically checked by one of our team for any compatibility issues
- Monthly Google Analytics Website Reporting
- Reliable & Efficient Team of Experts
- 10 hours support per month
- Any additional support time will be quoted at our current standard hourly rate

18.5. WEBSITE HOSTING PACKAGES

18.5.1. **WEBSITE HOSTING PACKAGES INCLUDES:**

- Premium Website Hosting in Google's Data Centre in Sydney
- Website Security (SSL Certificate) & Uptime Monitoring
- Daily Backups of your website
- Scheduled Monthly Plugin & WordPress Core Updates - physically checked by one of our team for any compatibility issues
- Monthly Google Analytics Website Reporting
- Reliable & Efficient Team of Experts
- No additional support hours included
- Any additional support time will be quoted at our current standard hourly rate

18.5.2. **HEADLESS HOSTING (WHP HEADLESS) INCLUDES:**

- Premium static website hosting, served from a global edge network of 260+ CDN locations
- Monthly code health checks & dependency updates
- Daily website backups with full version control of your site code
- Premium website security & uptime monitoring
- Monthly website statistics reporting
- Content updates are quoted at our current standard hourly rate unless included in the client's package

18.6. AD HOC QUOTED WORK

18.6.1. Ad Hoc Quoted work refers to any work that is completed over and above Five by Five's standard WordPress Care Packages. This could include the following:

- A small task that is required once the client's allotted time has run out.
- A large body of work to make various changes to a client's site.
- Anything outside of Five by Five's standard package inclusions

18.6.2. Five by Five's Support team will quote for the ad hoc work to be completed at our current standard hourly rate.
18.6.3. Five by Five will only start the ad hoc quoted work when the invoice has been paid by the client.
18.6.4. Timings and deadlines of ad hoc quoted work will vary depending on the specified task and the urgency deemed by Five by Five.
18.6.5. Specified deadlines by Five by Five are subject to full engagement and action on the client's part including content (if providing), imagery (if providing), and timely feedback and thorough testing.
18.6.6. In some cases, Five by Five will make changes directly on a client's live site where deemed appropriate by Five by Five.
18.6.7. Five by Five's Support Team will advise the client of any additional work that falls outside the original scope of ad hoc quoted work requested by the client.
18.6.8. This additional work can be executed by Five by Five however additional costs incurred will be added to the client's final invoice.

19. CANCELLATIONS

19.1. Cooling Off Period

19.1.1. **Applicability: The cooling off period applies only to new contracts and does not cover the Rolling Term or contract extensions.**
19.1.2. **Duration:** The cooling off period lasts for five (5) business days from the contract signing date.

19.1.3. **Cancellation Process:** Clients can cancel during this period by contacting the agency via the contact details listed on the proposal contract and/or details listed on the Five by Five website.
19.1.4. **Refund:** All payments will be refunded, minus reasonable administrative and banking fees, which will be deducted if any digital assets or materials provided are not returned within five (5) days of cancellation.

19.2. Termination Due to Unforeseen Circumstances

The Client can cancel in the Minimum Term for the following reasons and the Client pay the Administration Fee:

19.2.1. **Significant Change in Business Operations (Permanent Closure or Major Restructuring):** If the business permanently closed down, making it impossible to continue the contracted services, or a significant change in the business, such as a merger, acquisition, or restructuring, where the marketing needs are drastically altered or no longer required.
19.2.2. **Bankruptcy or Severe FInancial Distress:** If the client files for bankruptcy or enters into administration, making it financially impossible to fulfil the contract obligations, or documented financial hardship that severely impacts the ability to continue with the agreed services.
19.2.3. Regulatory or Legal Changes: Changes in laws or regulations that make the continuation of the services illegal or significantly more difficult, or if the client loses a necessary business licence or accreditation, impacting their ability to operate and continue with the contract.
19.2.4. **Natural Disaster:** Events such as floods, earthquakes or fires that destroy the client's business premises or assets, leading to an inability to continue the contracts or widespread health crises that force the business to shut down operations or drastically reduce spending.
19.2.5. **Key Personnel Loss (Leadership):** The unexpected death or incapacitation of a key leader or decision maker whose absence fundamentally impacts the client's ability to continue with the contract.
19.2.6. **Major Technological Failures:** Significant cyber incidents such as data breaches or hacking that disrupt the client's operations and ability to engage with Five by Five or prolonged and unavoidable technology failures that make it impossible for the client to use Five by Five's Digital Marketing Services.

19.3. Cancellations During the Rolling Term

19.3.1. Either party may cancel during the Rolling Term by giving 60 days' written notice. Services and scheduled payments continue through the notice period, and the agreement ends when the notice period ends.
19.3.2. Five by Five will confirm receipt of a cancellation notice in writing within five (5) business days.

19.4. Rolling Term

19.4.1. At the end of the Minimum Term the agreement continues month to month at the same rates until either party gives notice under Clause 19.3. It does not renew for a further fixed term.

19.5. Cancellation Within the Minimum Term

19.5.1. **Notice Period:** a minimum of 60 days notice is required for cancellation within the Minimum Term.
19.5.2. Payment of Cancellation Fees:
- If **12 months or more** remain on the contract: The client will owe **80%** of the total fees for the duration of the contract.
- If **6-12 months** remain on the contract: The client will owe **50%** of the total remaining fees.
- If l**ess than 6 months** remain on the contract: The client will owe **40%** of the total remaining fees or the remainder of the term's fee, whichever is lower.

19.5.3. All payments must be up to date at the time of the cancellation request for the termination to be processed.
19.5.4. Included Website: where the client's quote includes an Included Website, the cancellation fee for cancelling within the Minimum Term is the greater of the amount under Clause 19.5.2 and the unpaid standard price of the Included Website, as shown on the client's quote. Any unpaid balance of one-off items under Clause 14.3.5 is also payable.

19.6. Termination by Five by Five

19.6.1. Five by Five reserve the right to terminate the contract if:

- The client fails to meet the obligations outlined in the contract and does not rectify the breach within 7 days of notification.
- The client engages in conduct that negatively impacts Five by Five's staff or other clients.
- Five by Five faces closure or cannot deliver services as agreed, in which case a proportional refund will be issued for any prepaid services.

19.7. Contract Freeze

19.7.1. **Freeze Period:** Contracts can be frozen for a minimum of 1 month and a maximum of 3 months per year with a $50 admin fee per week.
19.7.2. **Conditions:** The freeze must be requested at least 1 month before it starts, and all payments must be current. Freezes do not count towards fulfilling the minimum term.

20. WARRANTIES, LIABILITY AND INDEMNITIES

20.1. Five by Five's Warranties

20.1.1. Five by Five warrants that it will use reasonable care and skill in performing the services.
20.1.2. Five by Five provides no warranty that any result or objective can or will be achieved or attained at all or by a given completion date or any other date stated in this Agreement.

20.2. Warranties and Indemnities by the Client

20.2.1. The Client must indemnify and hold harmless Five by Five from and against all claims and losses arising from loss, damage, liability, injury to Five by Five, its employees and third parties, infringement of third party intellectual property, or third party losses by reason of or arising out of any use by the Client of the services, information supplied to the Client by Five by Five, its employees or consultants, or supplied to Five by Five by the Client within or without the scope of this Agreement.
20.2.2. Notwithstanding any other provision of this Agreement, Five by Five shall have no liability (whether for breach of contract, under indemnity, negligence or on any other legal or equitable basis) to the Client for loss of use, profit, revenue, business, data, contract or anticipated benefit or saving, or for any delay, financing costs or increase in operating costs or for any special, indirect or consequential loss.

20.3. Acknowledgement

20.3.1. Each party acknowledge that, in entering into this Agreement, it does not do so in reliance on any representation, warranty or other provision except as expressly provided in this Agreement, and any conditions, warranties or other terms implied by statute or common law are excluded from this Agreement to the fullest extent permitted by law.

21. CHANGES TO THESE TERMS

21.1. Notice of Changes

21.1.1. Five by Five may update these terms by giving the client at least 30 days' written notice.
21.1.2. Changes to fees, the Minimum Term or cancellation terms do not apply to a client until the end of their current Minimum Term.