

# Client Services Agreement

Wheeler Technology

2026-04-01

## Services Agreement

Wheeler Technology

---

### SECTION A: AGREEMENT AND KEY DETAILS

#### DATE

[SIGNATURE DATE]

---

#### PARTIES

1. Wheeler Technology (Wyatt Wheeler, Sole Trader), of 1/22 Shadwell Place, Saint Heliers, Auckland 1072, New Zealand (“Supplier”)
  2. [CLIENT NAME], [company number [CLIENT COMPANY NUMBER]] (“Client”)
- 

#### AGREEMENT

The Supplier agrees to provide, and the Client agrees to buy, Services on the terms of this Agreement. The Agreement comprises:

- Section A (Agreement and Key Details), including this cover page and the signature clauses; and
  - Section B (General Terms).
- 

#### KEY DETAILS

Item	Detail
Start date of the Agreement	[SIGNATURE DATE] (the date both parties sign this Agreement)

Item	Detail
End date of the Agreement	The later of [SIGNATURE DATE] or the date of delivery of all of the Services
Services	The Starter Package website build as described in Schedule 1 of this Agreement
Requirements	Client must supply all required materials as specified in clause 2.4 and Schedule 1, within 14 calendar days of the Commencement Date
Fees	NZD \$1,200.00 excluding GST (NZD \$1,380.00 including GST at 15%)
Invoice dates	50% deposit (\$600.00 excl. GST / \$690.00 incl. GST) due on acceptance of this Agreement; remaining 50% (\$600.00 excl. GST / \$690.00 incl. GST) due on the go-live date
Notices	For the Supplier: wyattw@wheeler-technology.co.nz; For the Client: [CLIENT EMAIL]
GST Number	[GST NUMBER]

## SIGNATURES

### SUPPLIER

Signed by Wyatt Wheeler for and on behalf of Wheeler Technology:

---

Signature

Wyatt Wheeler - Sole Trader

Date: \_\_\_\_\_

---

### CLIENT

Signed by [CLIENT NAME]:

---

---

Signature

---

---

Name (print)

---

---

Title/Position

Date: \_\_\_\_\_

---

---

---

## SECTION B: GENERAL TERMS

---

### RECITALS

- A. The Client is acquiring the Services in the course of its business.
- B. Both parties acknowledge they are “in trade” for the purposes of the Consumer Guarantees Act 1993 and the Fair Trading Act 1986.
- C. The parties agree to contract out of the Consumer Guarantees Act 1993 to the fullest extent permitted by law, and to exclude the provisions of the Fair Trading Act 1986 (including sections 9, 12A, and 13) that would otherwise apply.
- 
- 

## 1 INTERPRETATION

### 1.1 Definitions

In this Agreement, unless the context requires otherwise:

“**Agreement**” means this services agreement, including Section A (the cover page, Key Details, and signature clauses) and Section B (these General Terms).

“**Background Intellectual Property**” or “**Background IP**” means all Intellectual Property Rights owned or controlled by the Supplier prior to the commencement of this Agreement, or developed by the Supplier independently of this Agreement,

or used across multiple client projects. Background IP includes, without limitation:

- (a) all website frameworks, CMS installations, themes, and page builder tools;
- (b) all code libraries, plugins, and modules developed or licensed by the Supplier prior to this engagement or used across multiple client projects;
- (c) all proprietary workflows, design systems, component libraries, and templates owned by the Supplier;
- (d) all third-party software and tools licensed to the Supplier;
- (e) the multi-tenant platform infrastructure and any shared components deployed across multiple client websites;
- (f) build frameworks, development tools, and build scripts;
- (g) reusable code components, modules, and libraries;
- (h) design templates, layout frameworks, and style guides;
- (i) know-how, techniques, and methodologies developed in the course of providing similar services to other clients.

**“Change Order”** means a written agreement signed by both parties documenting a Change Request and the associated fees and timeline adjustments.

**“Change Request”** means any request by the Client that constitutes a change in scope, including but not limited to: additional pages, new features, integrations, structural redesigns, third-party service additions, or any modification that alters the fundamental structure or functionality of the Website beyond the deliverables specified in Schedule 1.

**“Change Request Rate”** means \$120.00 NZD per hour excluding GST, or as otherwise quoted in writing.

**“Client Materials”** means all content, materials, information, logos, images, and assets provided by the Client to the Supplier for use in performing the Services.

**“Commencement Date”** means the date both parties sign this Agreement.

**“Confidential Information”** means all information disclosed by one party to the other party in connection with this Agreement that is marked as confidential, or

that reasonably ought to be understood to be confidential, including the terms of this Agreement, business information, technical information, and trade secrets.

**“Content Deadline”** means 14 calendar days from the Commencement Date, by which the Client must supply all required materials as specified in clause 2.4 and Schedule 1.

**“Delivery Notice”** means written notification from the Supplier to the Client that the Website is complete and available for review.

**“Fees”** means the fees payable by the Client to the Supplier for the Services as specified in the Key Details.

**“Force Majeure Event”** means an event beyond the reasonable control of a party, including war, terrorism, natural disaster, epidemic, pandemic, government action, or failure of third-party infrastructure.

**“Foreground Intellectual Property”** or **“Foreground IP”** means the final assembled website created specifically for the Client under this Agreement, including all custom code, design elements, and content unique to that website.

**“Go-Live Date”** means the date the website is first made publicly accessible.

**“Intellectual Property Rights”** means all intellectual property rights, including copyrights, patents, trademarks, design rights, and rights to use and exploit any of the foregoing.

**“Key Details”** means the table in Section A setting out the key terms of this Agreement.

**“Project Restart Fee”** means \$200.00 NZD excluding GST, payable by the Client if the Supplier resumes work after a hold period exceeding 30 days.

**“Revision”** means a minor correction or adjustment to an existing deliverable that does not alter the fundamental structure, functionality, or scope of the Website. Revisions include, without limitation: text edits, colour adjustments, image swaps, and minor layout tweaks within the original design framework.

**“Services”** means the services to be provided by the Supplier to the Client as described in Schedule 1.

**“Snagging List”** means a written list of defects or non-conformance’s submitted by the Client within the review period specified in clause 9.2.

## 1.2 Interpretation

In this Agreement, unless the context requires otherwise:

- (a) headings are for convenience only and do not affect interpretation;
  - (b) singular includes plural and vice versa;
  - (c) a reference to a statute includes any amendment or replacement of that statute;
  - (d) a reference to “including” means “including without limitation”;
  - (e) a reference to a party includes that party’s successors and permitted assigns.
- 

## 2 OBLIGATIONS

### 2.1 General obligations of the Supplier

The Supplier agrees to:

- (a) provide the Services with reasonable care and skill;
- (b) use personnel who are competent and qualified to perform the Services;
- (c) deliver the website within 5 working days of receiving all Client Materials, provided the Client has supplied all required materials within 14 calendar days of the Commencement Date;
- (d) communicate regularly with the Client regarding progress on the Services;
- (e) be available to answer reasonable queries related to the Services via email at [wyattw@wheeler-technology.co.nz](mailto:wyattw@wheeler-technology.co.nz).

### 2.2 Project Hold and Abandonment

- (a) **Project Hold:** If the Client fails to supply all required materials by the Content Deadline, the Supplier may place the project on hold, suspending the delivery timeline. During such hold period, the Supplier’s obligations under this Agreement are paused.

- (b) **Project Restart Fee:** If the Client wishes to resume work after a hold period exceeding 30 days, the Client must pay a Project Restart Fee of \$200.00 NZD excluding GST before work resumes.
- (c) **Abandonment:** If the Client has not supplied all required materials within 30 days after the Content Deadline, the project is deemed abandoned. Upon abandonment:
  - (d) the deposit paid by the Client is forfeited in full;
  - (ii) the Supplier's obligations under this Agreement cease;
  - (iii) any work-in-progress remains the property of the Supplier.

## 2.3 Change Orders

- (a) **Revision Requests:** The Client may request Revisions to the Website. One round of Revisions is included after draft delivery, provided the Client requests such Revisions within 5 working days of receiving the draft. Additional Revision requests, or requests made after the revision window has expired, will be quoted separately at the Change Request Rate or at a fixed price as quoted.
- (b) **Change Requests:** Any request that constitutes a Change Request must be submitted in writing by the Client to the Supplier. Within 5 business days of receiving a Change Request, the Supplier will provide a written quote specifying:
  - (c) the additional fees payable;
  - (ii) any adjustments to the delivery timeline;
  - (iii) any other relevant terms.
  - (iv) **No Work Without Agreement:** No Change Request work will commence until both parties have signed a written Change Order. The original delivery timeline does not apply to Change Request work.
- (v) **Change Request Rate:** Change Request work will be billed at \$120.00 NZD per hour excluding GST, or as otherwise quoted in writing.

## 2.4 General obligations of the Client

The Client agrees to:

- (a) provide all required Client Materials within 14 calendar days of the Commencement Date (the Content Deadline), including:
- Business name and trading name (if different);
  - Logo (if the Client has one);
  - Photos and images for use on the website;
  - A list of services or products offered;
  - Location details for Google Maps (address or coordinates);
  - Contact details (phone, email, physical address);
  - Access credentials for any third-party accounts required for the Website;
  - Any other content to be included on the website;
- (b) review and provide feedback on draft deliverables within 5 working days of receipt;
- (c) pay the Fees in accordance with this Agreement;
- (d) ensure that all Client Materials are owned by the Client or that the Client has the necessary rights and permissions to use them;
- (e) indemnify the Supplier against any claims arising from the use of Client Materials.

## 2.5 Support during build

- (a) During the build period, Wyatt Wheeler is the direct point of contact for the Client.
- (b) Support queries should be directed via email to [wyattw@wheeler-technology.co.nz](mailto:wyattw@wheeler-technology.co.nz).
- (c) The Supplier will endeavour to respond to support queries within 2 business days.
- 

## 3 WARRANTIES

### 3.1 General warranties

Each party warrants that:

- (a) it has the legal power and authority to enter into this Agreement;
- (b) this Agreement constitutes a legal, valid, and binding obligation;

- (c) the execution and performance of this Agreement does not conflict with any other agreement to which it is a party.

### 3.2 Breach of warranty

If a party breaches any warranty in clause 3.1, the breaching party must indemnify the other party against all losses, damages, costs, and expenses arising from that breach.

### 3.3 Consumer Guarantees Act and Fair Trading Act

- (a) The parties acknowledge that the Services are provided for business purposes. To the fullest extent permitted by law, the Consumer Guarantees Act 1993 does not apply to this Agreement or the Services.
- (b) Both parties acknowledge that they are “in trade” for the purposes of the Consumer Guarantees Act 1993 and the Fair Trading Act 1986, and that the Consumer Guarantees Act 1993 (including section 43) does not apply to this Agreement.
- (c) The parties contract out of the Fair Trading Act 1986 to the fullest extent permitted by law, including sections 9, 12A, and 13.
- (d) The Supplier does not warrant that the website will achieve any particular results or outcomes, beyond delivery of the functional requirements specified in Schedule 1.

### 3.4 Client Materials warranty

The Client warrants that:

- (a) all Client Materials provided to the Supplier are owned by the Client or are properly licensed to the Client;
  - (b) the Client has the right to use all Client Materials in connection with the Services;
  - (c) no Client Materials infringe the intellectual property rights of any third party;
  - (d) all Client Materials are free from viruses, malware, or other harmful code.
-

## 4 INTELLECTUAL PROPERTY

### 4.1 Retained Intellectual Property — Background IP

- (a) All Background Intellectual Property remains the exclusive property of the Supplier. The Client acquires NO ownership interest in Background IP.
- (b) The Supplier grants the Client a non-exclusive, non-transferable licence to use any Background Intellectual Property solely as embedded in the delivered Website, for the Client's own business purposes. This licence is perpetual but terminates immediately if the Client breaches any term of this Agreement.
- (c) The Client may not:
  - (d) extract, re-purpose, or reuse Background Intellectual Property separate from the delivered Website;
  - (ii) use any Background Intellectual Property for any other website or purpose;
  - (iii) reverse engineer, de-compile, or disassemble any Background Intellectual Property;
  - (iv) sub license or transfer the Background IP license to any third party.
- (v) For the avoidance of doubt, and notwithstanding the Copyright Act 1994 section 21 (which applies to commissioned works), the Supplier expressly retains all Background IP. The Client acknowledges that the delivery of a website under this Agreement does not transfer any Background IP to the Client.

### 4.2 Multi-tenant Platform

The Client acknowledges that the Website is built on a multi-tenant platform framework where the same underlying technology infrastructure serves multiple clients. The Client's use of the Website is subject to the terms of this Agreement and does not grant the Client any ownership interest in the underlying platform infrastructure.

### 4.3 Ownership — Foreground IP

- (a) Upon full payment of all Fees due under this Agreement, the Supplier transfers to the Client all right, title, and interest in the Foreground Intellectual Property.
- (b) Until full payment is received, no transfer of Foreground Intellectual Property occurs and all Foreground IP remains the property of the Supplier.
- (c) “Foreground Intellectual Property” means the final assembled website created under this Agreement, including all custom code written specifically for the Client, unique design elements, content provided by the Client, and the assembled website as a whole.

### 4.4 Client Materials

- (a) All Client Materials remain the property of the Client or are licensed to the Supplier solely for the purpose of performing the Services.
- (b) The Client warrants that it has the right to use all Client Materials and indemnifies the Supplier against any claims from third parties regarding the use of Client Materials.

### 4.5 Infringing Content

- (a) If the Supplier receives a credible third-party complaint, takedown notice, or legal demand alleging that any Client Materials infringe the intellectual property rights of a third party, the Supplier may, without prior notice to the Client:
  - (b) remove or disable the relevant content from the Website;
  - (ii) temporarily take down the Website pending resolution of the complaint;
  - (iii) take any other reasonable steps to mitigate liability.
- (b) Any action taken by the Supplier under clause 4.5(a) does not constitute a breach of this Agreement. The Client remains liable for all Fees due under this Agreement during any period when the Website or content is removed, disabled, or taken down.
- (c) The Client indemnifies the Supplier (including legal costs on a solicitor-client basis) against all claims, damages, and expenses arising from:

- (d) third-party intellectual property infringement in Client Materials;
  - (ii) content published on the Website at the Client's direction.
- 

## 5 FEES

### 5.1 Fees

- (a) The Client agrees to pay the Supplier the Fees as specified in the Key Details.
- (b) All Fees are exclusive of Goods and Services Tax (GST) unless expressly stated otherwise. GST will be added to all invoices at the prevailing rate (currently 15%).
- (c) The Supplier is registered for GST under number [GST NUMBER]. All invoices issued under this Agreement constitute valid tax invoices for the purposes of the Goods and Services Tax Act 1985.

### 5.2 Invoicing

- (a) The Supplier will issue invoices in accordance with the invoice dates specified in the Key Details.
- (b) The first invoice (deposit) is due for payment on acceptance of this Agreement.
- (c) The final invoice (balance) is due for payment on the Go-Live Date.
- (d) Payment must be made by bank transfer to the account details specified on the invoice.
- (e) All bank fees and charges are the responsibility of the Client.

### 5.3 Payment as Condition of Deployment

- (a) **No Transfer Until Payment:** Title to the Foreground Intellectual Property, access credentials to the Website, and live deployment of the Website shall NOT transfer to the Client until all Fees have been received by the Supplier in cleared funds.
- (b) **No Obligation:** The Supplier is under no obligation to deploy the Website, transfer access credentials, or transfer any deliverables to the Client prior to receipt of all Fees in cleared funds.

- (c) **Not Breach:** Holding the Website or any deliverables pending receipt of full payment does NOT constitute a breach of this Agreement.
- (d) **Default:** If full payment is not received within 14 days of the invoice date:
- (e) interest accrues at 2% per month on the outstanding amount;
- (ii) the Supplier may treat the project as abandoned in accordance with clause 2.2(c);
- (iii) the Supplier may pursue debt recovery for any outstanding amounts.

## 5.4 Overdue amounts

- (a) If any amount is not paid by the due date, the Supplier may charge interest on the outstanding amount at the rate of 2% per month, calculated daily from the due date until payment is received in full.
  - (b) If any amount remains outstanding for more than 14 days after the due date, the Supplier may, without prejudice to any other remedy:
  - (c) Suspend ongoing hosting services (if applicable) until payment is received; and/or
  - (ii) Treat this as a breach of this Agreement and exercise rights under clause 8 (Termination).
  - (iii) The Supplier will endeavor to notify the Client before exercising any suspension rights, but is not obligated to do so if the Client has failed to respond to payment reminders.
- 

## 6 CONFIDENTIALITY

### 6.1 Security

Each party must:

- (a) keep all Confidential Information of the other party secure and confidential;
- (b) not disclose Confidential Information to any third party without the prior written consent of the disclosing party;

- (c) use Confidential Information only for the purposes of performing obligations or exercising rights under this Agreement.

## 6.2 Disclosure required by law

Despite clause 6.1, a party may disclose Confidential Information if required to do so by law, court order, or regulatory authority, provided that:

- (a) the disclosing party gives the other party prompt written notice of the requirement (where permitted to do so); and
- (b) the disclosing party only discloses the minimum necessary to comply.

## 6.3 Return of information

Upon expiry or termination of this Agreement, each party must, at the other party's option:

- (a) return all Confidential Information to the other party; or
  - (b) destroy all copies of Confidential Information and certify in writing that destruction is complete.
- 

# 7 DELIVERY AND ACCEPTANCE

## 7.1 Delivery

Upon completion of the Website, the Supplier will provide the Client with a Delivery Notice in writing, together with access to the Website for review and testing.

## 7.2 Review Period

The Client has 5 business days from the date of the Delivery Notice (the "Review Period") to:

- (a) inspect the Website for defects, non-conformance's, or failure to meet the specifications in Schedule 1; and
- (b) submit a written Snagging List to the Supplier specifying any defects or non-conformance's.

### 7.3 Snagging List Response

Upon receipt of a Snagging List, the Supplier will, within 5 business days:

- (a) address all items on the Snagging List that fall within the scope of the deliverables specified in Schedule 1; and
- (b) notify the Client in writing when the snagged items have been addressed.

### 7.4 Deemed Acceptance

If the Client does NOT submit a Snagging List within the Review Period (5 business days from the Delivery Notice), the Website is deemed to be accepted by the Client (“Deemed Acceptance”).

### 7.5 Effect of Acceptance

Upon:

- (a) actual acceptance (written sign-off by the Client); or
- (b) Deemed Acceptance;

the following apply:

- (i) the Website is considered complete and conforming to the specifications in Schedule 1;
- (ii) no further claims for defects, rework, or scope adjustments will be entertained under this Agreement;
- (iii) the Client remains liable for all Fees outstanding.

### 7.6 Warranty Period

Following acceptance or Deemed Acceptance, the Supplier provides a 30-day warranty for material latent defects that:

- (a) were not discoverable on reasonable inspection at the time of delivery; and
- (b) are notified to the Supplier in writing within the warranty period.

This warranty does not cover:

- (i) issues arising from Client’s modifications to the Website after acceptance;

- (ii) issues caused by third-party services, plugins, or integrations not specified in Schedule 1;
  - (iii) normal wear and tear.
- 

## 8 LIABILITY

### 8.1 Maximum liability

The Supplier's total liability arising from or connected with this Agreement, whether in contract, tort (including negligence), equity, or otherwise, is capped at the total Fees paid by the Client under this Agreement.

### 8.2 Consequential Loss Exclusion

To the fullest extent permitted by law, neither party is liable to the other for any:

- (a) loss of revenue, profit, or anticipated savings;
- (b) loss of business, contracts, or commercial opportunities;
- (c) loss of data or cost of data recovery;
- (d) business interruption;
- (e) reputational damage;
- (f) any indirect, consequential, or special loss;

whether or not such loss was foreseeable at the time of entering into this Agreement.

### 8.3 Unlimited liability

Clauses 8.1 and 8.2 do not apply to:

- (a) fraud or wilful misconduct;
- (b) death or personal injury caused by negligence;
- (c) breach of confidentiality obligations;
- (d) breach of intellectual property obligations;
- (e) the Client's obligations under clause 4.5 (Infringing Content);

(f) the Client's payment obligations under this Agreement.

## 8.4 No liability for the other's failure

Neither party is liable to the other for any failure or delay in performing obligations under this Agreement to the extent caused by the other party's acts or omissions.

## 8.5 Mitigation

Each party must take reasonable steps to mitigate any loss or damage suffered in connection with any breach of this Agreement.

---

# 9 TERM AND TERMINATION

## 9.1 Duration

This Agreement commences on the Commencement Date and continues until:

- (a) the End Date specified in the Key Details; or
- (b) earlier termination in accordance with this clause 9.

## 9.2 Termination by Client — Kill Fee Structure

This clause 9.2 applies where the Client terminates this Agreement for convenience after work has commenced.

Upon termination by the Client:

- (a) **Before delivery of first draft:** The deposit paid by the Client is forfeited in full.
- (b) **After first draft delivered:** The Client is liable for the deposit PLUS 50% of the remaining balance of the contract price.
- (c) **After revision round commenced or sign-off requested:** The Client is liable for the FULL contract price.
- (d) In all cases, all work-in-progress remains the property of the Supplier.
- (e) The Supplier will provide a static export of completed work to the Client ONLY upon receipt of all amounts due under this clause.

- (f) If the Client is in arrears at the time of termination, no deliverables will be transferred until all outstanding amounts are paid.

### 9.3 No-fault termination — Hosting Services

Where the Client has engaged the Supplier for hosting services (noting that hosting is not included in this build Agreement), either party may terminate the hosting services by giving 30 days' written notice to the other party. This clause 9.3 does not apply to the website build Services covered by this Agreement.

### 9.4 Other termination rights

Either party may terminate this Agreement with immediate effect by written notice if the other party:

- (a) commits a material breach of this Agreement and fails to remedy that breach within 10 business days of receiving written notice specifying the breach;
- (b) becomes insolvent, enters into receivership, or has a liquidator appointed;
- (c) ceases to carry on business.

### 9.5 Consequences of expiry or termination

Upon expiry or termination of this Agreement:

- (a) the Client must pay all Fees outstanding up to the date of expiry or termination, including any kill fees applicable under clause 9.2;
- (b) the Supplier will deliver completed work to the Client upon receipt of all outstanding Fees;
- (c) the parties must return or destroy Confidential Information in accordance with clause 6.3;
- (d) the following clauses survive termination: 4 (Intellectual Property), 5 (Fees), 6 (Confidentiality), 7 (Delivery and Acceptance — warranty period), 8 (Liability), and 10 (General Provisions).

### 9.6 Obligations continuing

Termination or expiry of this Agreement does not affect any rights or obligations that have accrued before termination, or any provision that expressly or impliedly survives termination.

---

## 10 DISPUTES

### 10.1 Good faith negotiations

If a dispute arises in connection with this Agreement, the parties agree to attempt to resolve it through good faith negotiations. A party's representative must have authority to settle the dispute.

### 10.2 Obligations continue

Despite the existence of a dispute, both parties must continue to perform their obligations under this Agreement.

### 10.3 Disputes Tribunal

If the dispute cannot be resolved through good faith negotiations within 20 business days, either party may refer the dispute to the New Zealand Disputes Tribunal (or, if the amount in dispute exceeds the Tribunal's jurisdiction, to a court of competent jurisdiction). The parties agree that the Disputes Tribunal has jurisdiction to determine any matter in dispute up to \$60,000 NZD.

### 10.4 Right to seek relief

Clause 10.1 does not prevent either party from seeking urgent interlocutory relief from a court of competent jurisdiction.

---

## 11 GENERAL PROVISIONS

### 11.1 Force Majeure

- (a) A party is not liable for failure to perform obligations if that failure is caused by a Force Majeure Event.
- (b) The affected party must notify the other party promptly of the Force Majeure Event and its expected duration.
- (c) If a Force Majeure Event continues for more than 30 days, either party may terminate this Agreement by written notice.

## 11.2 Waiver

A failure or delay by a party to exercise a right or remedy does not constitute a waiver of that right or remedy. A waiver is only effective if given in writing.

## 11.3 Independent contractor

The Supplier provides the Services as an independent contractor. Nothing in this Agreement creates a partnership, joint venture, employment, or agency relationship between the parties.

## 11.4 Notices

- (a) Any notice given under this Agreement must be in writing and delivered to the email address specified in the Key Details (or as updated by written notice).
- (b) A notice is deemed received:
- (c) immediately upon sending, if sent by email before 5:00pm on a business day;
- (ii) on the next business day, if sent by email after 5:00pm or on a weekend or public holiday;
- (iii) on the date of actual receipt, if delivery cannot be demonstrated.

## 11.5 Severability

If any provision of this Agreement is held to be invalid or unenforceable, that provision is severed from this Agreement and the remaining provisions continue in full force.

## 11.6 Electronic Execution

This Agreement may be executed electronically and in counterparts, each of which shall constitute an original. An electronic signature, including a typed name in an email confirmation, shall be deemed a valid signature for the purposes of this Agreement and the Contract and Commercial Law Act 2017.

## 11.7 Entire Agreement

- (a) This Agreement constitutes the entire agreement between the parties and supersedes all prior representations, negotiations, and understandings.

- (b) No variation of this Agreement is effective unless made in writing and signed by both parties.
- (c) No course of dealing, custom, or practice shall be relied upon to vary the terms of this Agreement.
- (d) For the avoidance of doubt, Part 2 of the Contract and Commercial Law Act 2017 is excluded from this Agreement.

## 11.8 Subcontracting and assignment

- (a) The Supplier may subcontract any part of the Services without the Client's consent.
- (b) Neither party may assign or transfer this Agreement without the prior written consent of the other party.
- (c) This Agreement binds and benefits the parties and their respective successors and permitted assigns.

## 11.9 Law

This Agreement is governed by and construed in accordance with New Zealand law. The parties submit to the exclusive jurisdiction of the courts of New Zealand, being the courts of Auckland.

## 11.10 Counterparts

This Agreement may be executed in counterparts, including electronic signatures. Each counterpart constitutes an original, and together they constitute one Agreement.

---

# SCHEDULE 1: SERVICES DESCRIPTION

## Starter Package Website Build

The Supplier will deliver a single-page website with the following features:

### 1. Design and Layout

- Single-page website with professional, trades-appropriate aesthetic
- Mobile-optimized responsive design
- Contact form

- Google Maps embed

## **2. Functionality**

- Contact form with email delivery to the Client
- Mobile-responsive navigation and layout
- SSL certificate installation

## **3. Content Requirements**

The Client must provide the following within 14 calendar days of the Commencement Date:

- Business name and trading name (if different)
- Logo (if applicable)
- Photos and images
- Services or products list
- Physical address for Google Maps pin
- Contact phone number and email address
- Any specific text or messaging to be included
- Access credentials for any third-party accounts required for the Website

## **4. Delivery Timeline**

- The website will be delivered within 5 working days of receipt of all required Client Materials.
- If the Client fails to provide materials within 14 calendar days of the Commencement Date, the timeline will be adjusted accordingly and the provisions of clause 2.2 (Project Hold and Abandonment) will apply.

## **5. Revisions**

- One round of Revisions is included after draft delivery. Revisions are minor corrections or adjustments that do not alter the fundamental structure, functionality, or scope of the Website.
- Additional Revision requests will be quoted separately at the Change Request Rate.
- Any request that constitutes a Change Request (additional pages, new features, integrations, structural redesigns, third-party service additions) must be submitted in writing and is subject to a Change Order.

## **6. Go-Live**

- The website will be made live upon receipt of the final 50% payment and completion of acceptance procedures under clause 7.
  - For the avoidance of doubt, the Website, access credentials, and Foreground IP will not be transferred to the Client until all Fees have been received in cleared funds.
- 

*[End of Agreement]*