

Ezy Web Design

Website Support Retainer Agreement

Last updated 08/09/24

This Agreement is made between Ezy Web Design, ABN 55 503 764 420 ("Ezy Web Design") and the client who is agreeing to these services ("Client" or "The Client"). The parties agree to the following terms and conditions:

Scope of Services

- This agreement covers standard maintenance, change requests, update requests and troubleshooting related to standard web design, web hosting, email, and domain name services provided under The Client's account with Ezy Web Design.
- This agreement does not cover third party products or services not generally supported by Ezy Web Design, except by mutual agreement of the parties.
- This Agreement does not include software licence fees, web hosting fees, domain name fees, service fees or hacker insurance.

Retainer Hours

- Under this agreement The Client is entitled to 3 hours of support per quarter.
- Hours used are rounded up to the nearest 0.1 of an hour.
- Unused hours do not roll over to the next quarter.

Retainer Fee

- The retainer fee is calculated to provide the client with 3 hours of support for the price of 2 hours.
- The Client agrees to pay the agreed retainer fee every quarter prior to the retainer being activated.

Additional Hours

- Ezy Web Design will advise The Client if requested work is likely to go over the agreed 3 hour allotment per quarter.
- Any support provided beyond the included 3 hours will be billed at Ezy Web Design's standard rates.

Term and Renewal

- This Agreement is ongoing with automatic renewal every 3 months.

Termination

- Either party may terminate this Agreement immediately by providing written notice by email.
- The Client may email notice to info@easywebdesign.com.au, while Ezy Web Design will send any termination notices to The Client's email address on file.
- Upon termination, The Client will receive a pro-rata refund based on each whole unused hour in the current quarter. This pro-rata refund will be calculated using the effective rate charged per hour for the retainer service.

Payment Terms

- Invoices will be sent 14 days before the due date.
- No work will be performed under the retainer if payment is outstanding.

Amendments

- This Agreement may be amended at any time and / or incorporated into a general terms of service agreement.
- By continuing to use the services, The Client agrees to the latest version of the Agreement, which will be posted on easywebdesign.com.au.