

Terms of Service

Introduction

Welcome to The Website Shop! We're excited to partner with you for your ongoing web success. By engaging with our services, you agree to the terms and conditions outlined below. These terms ensure a clear understanding between us and help deliver the best possible experience for your website needs.

1. Services Provided

- 1.1 **We offer** a full-service website design, development (or transfer of an existing site), hosting, and maintenance package. Where a designer or agency is involved, the design may come from them and we handle everything else. This includes all ongoing standard updates and support for your site at a fixed monthly cost.
- 1.2 **Standard updates** relate to content, layout, or functional changes on your existing website. Occasionally a request is widespread or significant enough that it's really a new website build rather than a standard update. This determination is at the full discretion of The Website Shop and may incur a new website build cost. If this situation arises, it will always be discussed and agreed with you prior to proceeding.
- 1.3 **Ongoing support** is unlimited but reasonable. It covers normal day-to-day updates and requests. If your usage is consistently well above what most customers need, we'll talk to you about options: adjusted pricing, project quoting, or a different arrangement. Nothing changes without discussing it first.
- 1.4 **Site access** is available if you would like to edit your site. We back up your site and database daily and keep 30 days of backups, so if something goes wrong we can roll it back to the previous backup.
- 1.5 **The monthly fee covers almost everything.** On the rare occasion a request carries a specific cost or is beyond what we can do, we'll always tell you first and outline the cost or, where we can, point you toward someone who can help.

2. Pricing and Payment

- 2.1 **Our standard website** build (or transfer) fee is \$699+gst, with an ongoing monthly fee of \$69+gst for hosting, maintenance, and standard updates.
- 2.2 **Our shopping website** build (or transfer) fee is \$1399+gst, with an ongoing monthly fee of \$139+gst for hosting, maintenance, and standard updates. We set these up using Stripe unless you have a preferred provider that integrates. Their fees are billed direct to you (Stripe is currently 2.7% + 30c per transaction). Card details go straight to the payment provider and never touch our systems. All transactions, refunds, pricing, stock and shipping are your responsibility.
- 2.3 **Risk-Free Guarantee:** We offer a risk-free guarantee with no deposits and no minimum terms. If you are not satisfied with the final result, you do not have to pay, provided you let us know within 14 days of the site going live. All content produced by The Website Shop remains the property of The Website Shop until paid for.
- 2.4 **Build Invoice:** Once the site is live we send the invoice for the build (or transfer) which is due within 14 days.

- 2.5 **Monthly Invoices:** Our monthly invoices are sent on the first of each month for services provided in the previous month. The invoice is due on the 20th of the current month.
- 2.6 **Overdue Accounts** where an invoice remains unpaid more than 3 months after issue may be suspended and the debt referred for collection, with recovery costs passed to you. Your site is replaced with a “Service Suspended” notice and costs may keep accruing until the balance is cleared. Normal service resumes once you're up to date.

3. Client Responsibilities

- 3.1 **You confirm that you have the legal right to operate your business** and comply with all applicable laws and regulations.
- 3.2 **Content accuracy is your responsibility.** Please review all content on your website, including after every update you ask us to do.
- 3.3 **Any content, images, fonts, or other materials you provide must be legally yours to use,** with the appropriate rights or permissions in place. If you are unsure please discuss this with us.
- 3.4 **Website content must be lawful.** We may suspend or remove content that breaches the law, and will always discuss this with you first where we reasonably can.

4. Indemnification

- 4.1 **Content and Legal Compliance:** You agree to indemnify and hold The Website Shop harmless from any legal claims or disputes arising from the content you provide or the operation of your business.
- 4.2 **Liability Cap:** If any part of this section cannot be enforced, our total liability to you will not exceed the monthly fees you have paid us in the previous twelve months.
- 4.3 **Downtime and Service Interruptions:** While we strive to keep your website running smoothly, downtime can occur. You agree that we are not responsible for any costs or losses incurred due to website downtime.

5. Ownership

- 5.1 **Website Ownership:** Once the initial invoice has been paid you retain full ownership of your website and domain. If you decide to cancel our services, we will provide you with all necessary files to transfer your website to another host.
- 5.2 **Domain Ownership:** At all times you retain ownership of any domain name registered or managed on your behalf by The Website Shop.
- 5.3 **Built on WordPress:** Our websites are built on WordPress, a widely-used platform, ensuring compatibility with most hosting services.

6. Termination

- 6.1 **Ending the Service:** Either party may terminate the service at any time for any reason.
- 6.2 **Notice From You:** If you terminate the service, you do not need to provide any notice period.
- 6.3 **Notice From Us:** If The Website Shop terminates the service we will provide you with 14 days notice.
- 6.4 **Your Files:** If requested at any point we package up all website and database files and send them to you. These files will be available for a minimum of 30 days after termination of service.

- 6.5 **Costs After Termination:** Upon termination, you will be responsible for any ongoing cost for any services you choose to use to keep your site running in the future (including any website hosting, domain registration or any ongoing plugin costs).

7. Promotion and Search

- 7.1 **Search Visibility:** Upon launch, we will register your website with Google and structure it so both search engines (SEO) and AI search tools (AEO) can read and understand it properly. Ranking well takes time though, since Google favours sites that have been around a while, and how quickly it happens depends on how competitive your market is. With the exception of Google Ads, active marketing and advertising sit with your business rather than the website, though we're happy to talk through what makes sense at any time.
- 7.2 **Google Business Profile:** We can set up your Google Business Profile if you'd like one. Keeping it up to date (hours, photos, responding to reviews) is up to you, though we're happy to help if you get stuck.
- 7.3 **Google Ads:** We may agree to manage a Google Ads campaign for you at no extra cost. Your advertising budget is paid direct to Google and is not part of our fees. Results depend on your industry, competition and budget, so while we optimise campaigns as best we can, we cannot guarantee any particular level of clicks, leads or sales.

8. Email Services

- 8.1 **Email Accounts:** We can set up basic email accounts on your domain (such as info@yourdomain.co.nz) at no cost. This is a lightweight setup that works best for one or two addresses. You can send and receive as normal. If you need multiple mailboxes, shared calendars, or more robust email, we recommend Google Workspace or Office 365, billed directly by Google or Microsoft. We're happy to help you set either up and will work with whatever you prefer.
- 8.2 **Email Use:** Email accounts are for normal business correspondence, not bulk or marketing email. Bulk sending damages the mail server's reputation for everyone on it. We recommend using a dedicated service like Mailchimp for newsletters. We may suspend email where bulk sending occurs.

9. Contact and Communication

- 9.1 **Getting Hold of Us:** We aim to be as accessible as possible. Feel free to reach out via phone or email with any questions or requests. However, as we may not be available at all times on the phone, email is the best form of contact.
- 9.2 **Response Times:** We endeavour to ensure all errors or outages are fixed within 24 hours and strive to complete all standard updates within 3 business days.

10. Amendments to Terms

- 10.1 **Changes to These Terms:** These terms may be updated from time to time. Continued use of our services will constitute your acceptance of the updated terms.

If you have any questions or need further clarification, please don't hesitate to contact us.