



Sydney Business Web

Website Rental Terms and Conditions

Version: 1.0

Date: 11 March 2026

These Website Rental Terms and Conditions apply to website rental services supplied by **Sydney Business Web**. They are intended to set out the main commercial terms in plain English. They should be read together with any written proposal, quote, scope, invoice, or email confirmation issued for the specific project.

1. Definitions

In these Terms:

- **We / Us / Our** means Sydney Business Web.
 - **You / Your / Client** means the person, business, or organisation purchasing the website rental service.
 - **Website** means the website, pages, content structure, design, configuration, and agreed functionality supplied under the rental arrangement.
 - **Rental Term** means the minimum 12-month period beginning on the date the project is accepted or the first invoice is paid, whichever occurs first.
 - **Support Plan** means any ongoing hosting, care, support, maintenance, or related service we may offer after the rental period.
 - **Third-Party Services** means any external software, plugins, themes, gateways, email systems, booking tools, fonts, stock assets, APIs, or licences provided by someone other than Sydney Business Web.
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2. Nature of the Service

2.1 We provide a professionally built website on a rental basis designed to reduce upfront cost while still giving you a properly configured business website.

2.2 During the rental period, the Website remains under our management and is supplied together with the agreed hosting and support inclusions.

2.3 The rental arrangement is not a month-by-month no-commitment arrangement. It is a structured minimum-term service under which the Website becomes yours after the full 12-month rental term has been paid.



3. Minimum Term and Payment Structure

3.1 The minimum rental term is **12 months**.

3.2 Unless otherwise agreed in writing, the first **3 months are payable in advance**, with the remaining months billed monthly thereafter.

3.3 Work is not required to begin until the initial invoice has been paid.

3.4 If an invoice is overdue, we may pause work, suspend support, or suspend the Website until the account is brought up to date.

3.5 All quoted prices are in Australian dollars unless stated otherwise.

3.6 Unless specifically stated otherwise, prices are exclusive of GST.

4. What Is Included During the Rental Period

Unless the quote or proposal states otherwise, the rental service may include the following core items:

- website build and setup for the agreed site type
- hosting for the duration of the rental period
- technical support within the agreed scope
- SSL certificate
- routine on-site security measures
- on-site schema setup appropriate to the website type
- on-site SEO foundations
- speed optimisation baseline
- UX and conversion-focused setup
- domain connection and basic launch configuration

4.1 We may use different hosting environments depending on the type, size, and commercial importance of the Website.

4.2 We may deploy CDN or related performance services where we consider them appropriate.

4.3 Our hosting architecture and delivery methods may change over time provided the service level remains commercially reasonable.

5. Email and SMTP

5.1 Email options may be available with all website rental plans, but the exact email arrangement depends on the site type and the agreed scope.



5.2 For **booking, membership, and eCommerce websites**, managed SMTP or an equivalent outbound email solution may be required for reliable transactional email delivery.

5.3 Where managed SMTP is included or required, this will be stated in the quote, proposal, pricing table, or invoice.

5.4 After ownership transfer, ongoing SMTP, email hosting, setup, renewals, and related costs become your responsibility unless covered by a separate paid support arrangement with us.

6. Domain Names

6.1 Where the offer includes a standard **.com.au** or **.au** domain, that inclusion applies only to a standard registration or renewal arrangement as described in the quote or proposal.

6.2 Premium domains, aftermarket domains, unusual extensions, or domain disputes are not included unless specifically stated.

6.3 We strongly prefer that the Client be the underlying registrant or licence holder of the domain wherever practical.

6.4 Domain renewal costs after the included period are your responsibility unless expressly included in a current paid plan.

7. Build Scope and Content

7.1 The quoted rental price is based on the agreed website type, estimated number of pages, and agreed functionality.

7.2 Any substantial addition to scope may require a revised price, a change order, or an updated rental arrangement.

7.3 You are responsible for supplying timely content, business details, approvals, branding material, and any legally required policy content unless we have specifically agreed to create it.

7.4 Delays caused by missing content, unclear instructions, delayed approvals, or third-party dependencies may extend the delivery timeframe.

8. Delivery Timeframes

8.1 Any delivery timeframe stated by us is an estimate, not a guarantee.



8.2 Delivery timing depends on project complexity, responsiveness, content availability, revisions, and external dependencies.

8.3 We will make reasonable efforts to deliver within the indicated timeframe, but we are not liable for reasonable delays arising from matters outside our direct control.

9. Ownership Transfer After 12 Months

9.1 **Once 12 months of rental payments have been completed in full, ownership of the Website transfers to you.**

9.2 For the purpose of this clause, ownership transfer means you obtain the right to continue using the Website build, design, layout, and agreed custom work created for your business, subject to the limitations below.

9.3 Ownership transfer does **not automatically mean that every third-party licence, plugin licence, theme licence, stock asset, font licence, SMTP account, hosting account, API subscription, or external service is permanently included at no cost.**

9.4 Any third-party items that cannot legally or commercially be reassigned, transferred, or sublicensed will remain subject to their own licence terms and may need to be separately purchased, renewed, or replaced by you after transfer.

9.5 If you request handover after the 12-month term, we will provide a reasonable handover of the website files, content, and database in a practical format, provided your account is fully paid.

9.6 We may charge a reasonable migration or handover fee if you require substantial extra work beyond a normal export, such as complex server migration, mailbox migration, third-party reconfiguration, emergency coordination, or extended support outside the agreed handover scope.

10. What Happens After the 12-Month Term

After 12 completed months, you may generally choose one of the following:

- continue with us on an ongoing hosting and care plan;
- continue with us on another agreed service arrangement; or
- take ownership of the Website and move it to your own preferred hosting and support environment.

10.1 Unless otherwise agreed in writing, once ownership has transferred, the following become your responsibility:

- hosting costs
- domain renewals
- premium plugin or theme renewals



- SMTP/email services
- software updates
- security maintenance
- backups
- uptime monitoring
- bug fixes
- content changes
- compatibility checks
- performance tuning
- future support

10.2 If you choose to remain hosted or supported by us after transfer, that continuing service will be governed by the then-current support or care plan terms.

11. Intellectual Property

11.1 You retain ownership of content you provide, subject to your right to provide it to us for use in the project.

11.2 Upon full completion of the 12-month rental term and payment of all outstanding amounts, you obtain ownership of the Website build as described in clause 9.

11.3 We retain ownership of:

- our pre-existing know-how, methods, processes, tools, and internal systems;
- any generic development frameworks or reusable code libraries not created specifically for your project alone;
- any material we are not legally entitled to assign.

11.4 You must not assume that a third-party commercial licence can simply be transferred without cost after the rental term.

12. Support Scope

12.1 "Technical support" means reasonable support relating to the website hosting environment, core functionality supplied by us, and standard operational issues.

12.2 Unless expressly stated otherwise, support does **not** include unlimited redesign work, unlimited content changes, custom development beyond scope, SEO campaigns, ad management, brand strategy, copywriting, or major feature additions.

12.3 Support is provided on a commercially reasonable basis and subject to normal business capacity, workload, and the seriousness of the issue.

13. Acceptable Use and Client Responsibilities

13.1 You must not use the Website or our services for unlawful, deceptive, infringing, or abusive purposes.

13.2 You are responsible for the legality of your business, your content, your claims, your privacy disclosures, and any regulated activities conducted through the Website.

13.3 You must maintain appropriate records, policies, and permissions for any content, products, images, mailing activity, bookings, memberships, or personal information collected through the Website.

13.4 You must not provide us with material you do not have the right to use.

14. Suspension and Termination

14.1 We may suspend services if:

- invoices remain unpaid;
- you materially breach these Terms;
- the Website is being used in a way that creates legal, operational, security, spam, abuse, or reputational risk;
- a third-party supplier suspension makes continued service impractical.

14.2 Where practical, we will usually try to notify you before suspension, but immediate suspension may occur where urgency, abuse, or risk requires it.

14.3 If the rental arrangement is cancelled before the 12-month term has been fully paid, ownership does **not** transfer unless we agree otherwise in writing.

14.4 Amounts already paid are generally non-refundable once work has commenced, except where required by law.

15. Backups and Data Retention

15.1 We may maintain backups during the rental period as part of the managed service, but no backup system can be guaranteed as perfect or continuous.

15.2 Following suspension, cancellation, or migration away from us, we may delete old backups, staging copies, email data, or hosted data after a reasonable retention period.

15.3 It is your responsibility to request any required export or handover before deletion dates where relevant.



16. Third-Party Dependencies

16.1 The Website may rely on third-party services, software, hosts, mail services, payment gateways, APIs, registrars, or cloud platforms.

16.2 We are not responsible for outages, policy changes, withdrawal of service, pricing changes, or licence changes imposed by those third parties.

16.3 If a third-party dependency becomes unavailable or commercially unsuitable, we may propose a replacement solution at reasonable additional cost where necessary.

17. SEO, Performance, and Commercial Results

17.1 We may optimise the Website for speed, usability, search visibility foundations, schema, and conversion readiness.

17.2 However, we do **not** guarantee any specific search ranking, traffic level, lead volume, revenue outcome, ad performance, or business result.

17.3 Website performance can be affected by competition, content quality, market conditions, offer strength, external platforms, third-party services, and search engine changes beyond our control.

18. Liability and Limitation

18.1 To the maximum extent permitted by law, our liability is limited to the value of the rental fees paid to us for the relevant service period giving rise to the claim.

18.2 We are not liable for indirect loss, loss of profits, loss of revenue, loss of business opportunity, loss of data, reputational damage, or consequential loss arising from the use of the Website or services, except where liability cannot lawfully be excluded.

18.3 Nothing in these Terms excludes rights or guarantees that cannot lawfully be excluded under Australian law.

19. Changes to These Terms

19.1 We may update these Terms for future contracts or future service periods.

19.2 The version applying to your rental arrangement will generally be the version provided to you at the time of acceptance, unless a later variation is agreed in writing.

20. Governing Documents and Order of Precedence

If there is any inconsistency, the following order will generally apply:

1. a signed proposal or written special terms;
 2. a written quote or scope accepted by the Client;
 3. these Website Rental Terms and Conditions;
 4. any informal email discussion.
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21. General

21.1 A waiver of one breach does not waive any later breach.

21.2 If any part of these Terms is found invalid or unenforceable, the remaining terms continue as far as possible.

21.3 These Terms are governed by the laws applying in New South Wales, Australia, unless another governing law is expressly agreed in writing.

22. Contact

Sydney Business Web

Website: <https://sydneybusinessweb.com.au/>

Plain-English Summary

For quick reading only:

- minimum term is **12 months**
 - first **3 months are paid in advance**, then monthly
 - **after 12 months of completed rental payments, you own the website**
 - after ownership transfer, hosting, renewals, SMTP, maintenance, updates, and support are your responsibility unless you stay on one of our paid plans
 - third-party licences may need separate renewal or replacement after transfer
 - booking, membership, and eCommerce sites may require managed SMTP or similar email delivery services
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