

Website Design & Build Service Schedule

This Website Design & Build Service Schedule applies to all website design and build services provided by Blue Bee. It forms part of the contract together with the Proposal and the General Terms.

1. Services

1.1 Blue Bee will design and build the website described in the Proposal (the Website Services).

1.2 The scope, features, platforms, integrations, deliverables and assumptions are as set out in the Proposal. Anything not expressly included is out of scope and treated as Additional Work under the General Terms.

2. Pricing models

Website Services are offered under one of the following pricing models, as stated in the Proposal.

2.1 Fixed-price website project

2.1.1 Fees are payable in the following instalments unless stated otherwise:

- 50% upfront before work begins;
- 30% on design sign-off; and
- 20% prior to go-live.

2.1.2 Blue Bee is not required to commence work, proceed to development, or launch the website until the relevant payment has been received.

2.2 Subscription website project

2.2.1 Under the subscription model, the Client pays:

- an upfront setup fee (if applicable); and
- a monthly subscription fee covering the website build, hosting and maintenance.

2.2.2 Subscription terms are typically 36 months, but may be 24, 18 or 12 months as stated in the Proposal (the Subscription Term).

2.2.3 During the Subscription Term:

- the website remains the property of Blue Bee; and
- the Client may not migrate the website away from Blue Bee unless the contract is bought out in accordance with clause 9.

3. Commencement of services and resource allocation

3.1 For the purposes of this agreement, commencement of services includes (without limitation):

- project setup and scheduling;

- allocation of design or development resources;
- preparation of scoping documents or recommendations; and
- technical or platform setup.

3.2 Allocation of resources constitutes commencement of services, even if visible design work has not yet been delivered.

4. Deposits and cancellation before design work begins

Standard position

4.1 The upfront payment is non-refundable once resources have been allocated.

4.2 If the Client cancels before design work has commenced, Blue Bee may, at its discretion, refund up to 50% of the upfront payment, reflecting costs saved by not proceeding.

4.3 No refund is due once the design phase has commenced, which includes any preparatory design work, creative direction, wireframing, layout planning or visual concept development, whether or not designs have been delivered to the Client.

5. Design phase and approvals

5.1 The design phase may involve multiple stages, formats and deliverables depending on the project.

5.2 The Client agrees to provide feedback and approvals promptly.

5.3 Where the Client fails to provide feedback or approval within a reasonable time, Blue Bee may:

- treat the design as approved for progression; and/or
- revise timelines and Fees.

6. Client delays and long-term inactivity

6.1 The Client must provide all required content, materials and approvals within 8 weeks of request unless otherwise agreed.

6.2 Where delays are caused by the Client and the project has not progressed for 8 weeks or more, Blue Bee may:

- invoice the remaining project balance; and
- commence charging any agreed hosting and/or maintenance fees where the website is hosted on Blue Bee's development or staging environments.

6.3 In such circumstances, Blue Bee will be deemed to have fulfilled its obligations to make the website ready for launch, subject to receipt of Client content or approvals.

6.4 Blue Bee will provide written notice to the Client before exercising its rights under clause 6.2, giving the Client a reasonable opportunity to provide the outstanding content or approvals.

7. Go-live, testing and acceptance

7.1 Final payment must be received before the website goes live.

7.2 Once live, the Client has four (4) weeks to report bugs or issues relating to the agreed functionality.

7.3 Issues reported after this period will be treated as Additional Work unless they relate to latent defects present at launch.

7.4 Blue Bee does not guarantee website performance, conversions, search rankings or commercial outcomes unless expressly stated in the Proposal

8. Hosting

8.1 Where hosting is provided by Blue Bee:

- hosting is charged monthly as stated in the Proposal;
- hosting may be cancelled on one full calendar month's written notice, subject to clause 8.3.

8.2 Fixed-price website Clients may migrate hosting away from Blue Bee only once all website Fees have been paid in full.

8.3 Blue Bee may suspend or terminate hosting for non-payment in accordance with the General Terms. Suspension may include website and email services.

9. Subscription termination and buy-out

9.1 The Client may terminate a subscription website before the end of the Subscription Term only by buying out the remaining contract.

9.2 Upon buy-out:

- the Client may receive the website files and migrate the website away from Blue Bee; and
- hosting and maintenance will cease unless separately agreed.

9.3 The buy-out amount shall be:

- 80% of the remaining contract value, as stated in the Proposal.
- This amount represents a genuine pre-estimate of the losses incurred by Blue Bee, including front-loaded design and development work, discounted pricing, and committed resources.

10. Maintenance services

10.1 Website maintenance is optional and, where selected, includes:

- WordPress core updates;
- Plugin updates;
- PHP and MySQL updates;
- Security updates and monitoring;
- Remediation in the event of hacking.

10.2 Maintenance does not include:

- content updates;
- design changes;
- new functionality or features; unless required to fix a fault (for the purposes of this clause, a “fault” means a failure of agreed functionality not caused by third-party updates, Client changes, or unsupported plugins or integrations).

10.3 Premium WordPress plugins will be included as part of the maintenance package. If maintenance is cancelled, access to included premium plugins will also cease.

11. Third-party licences and tools

11.1 Third-party themes, plugins and services are included only where expressly stated.

11.2 Ongoing licence costs are the responsibility of the Client unless included in a maintenance package or Proposal.

12. Design credit

12.1 Blue Bee may include a design credit in the website footer.

12.2 Removal of the design credit may be subject to an additional fee as stated in the Proposal.

13. Relationship to General Terms

13.1 This Website Design & Build Service Schedule must be read together with the General Terms.

13.2 In the event of any conflict, the order of precedence set out in the General Terms applies.