

Project Services Agreement

Greenshoots Media · Version 1, June 2026 · ABN 96 474 181 357 · Bateau Bay, NSW, Australia

Agreement at a glance

Term	Details
Provider	Greenshoots Media (ABN 96 474 181 357), Bateau Bay, NSW
Scope	One-off project work: website design and build, web applications, native iOS apps, Shopify store setup and migrations, and email marketing campaigns
Pricing	Custom quoted. A fixed written Quote is agreed before work starts. All amounts in AUD inclusive of GST.
Payment	As set out in the Quote — typically a deposit to commence and the balance on completion or at agreed milestones
Revisions	Reasonable revisions within the quoted scope are included. Material changes in scope are re-quoted in writing before extra work begins.
IP Ownership	On full payment, the Client owns the Deliverables — the code, designs and content created for the project. Source files are available on request at any time.
Client Materials	The Client warrants it owns or is licensed to use the content it supplies. Delays in supplying materials extend the timeline.
Email Campaigns	The Client warrants its recipient lists are consented under the Spam Act 2003 (Cth). Every send includes sender identification and a working unsubscribe.
Ongoing Services	Hosting, AI chatbots, SEO and Content Updates are governed by the separate Service Agreement
Liability Cap	Mutual — each party’s liability limited to the fees paid for the Project. Australian Consumer Law rights are preserved.
Dispute Resolution	Negotiation (14 days) → Mediation (ADC or agreed mediator) → NSW courts
Governing Law	New South Wales, Australia

1. Parties and Structure of this Agreement

This Project Services Agreement (“Agreement”) is entered into between **Greenshoots Media** (ABN 96 474 181 357), of Bateau Bay, New South Wales, Australia (“the Provider”, “we”, “us”, “our”) and the client identified in the Quote (“the Client”, “you”, “your”).

This Agreement is made up of (a) these terms and (b) the Quote, which records the agreed scope, Deliverables, fees, payment schedule and timeline for the Project. If there is any inconsistency, these terms prevail, except as to the specific commercial details set out in the Quote.

This Agreement governs one-off project work. Ongoing services — Managed Hosting, AI Chatbot, Content Updates and SEO — are governed by the separate [Service Agreement](#).

2. Definitions

“Project” means the work described in the Quote, such as a website design and build, a web application, a native iOS app, a Shopify store setup or migration, or an email marketing campaign.

“Quote” means the written quotation issued by the Provider and accepted by the Client, recording the scope, Deliverables, fees, payment schedule and timeline.

“Deliverables” means the work product created by the Provider specifically for the Client under the Project, including source code, designs, page content and configuration created for the Project.

“Client Materials” means the content, branding, images, data, account access and other materials the Client supplies for use in the Project.

“Pre-existing Materials” means tools, libraries, frameworks, templates, processes and know-how owned by or licensed to the Provider before, or developed independently of, the Project.

3. Quotes and Scope

1. Every Project is custom quoted. The Provider will issue a written Quote with a fixed price before any chargeable work begins. A Quote is valid for 30 days unless it states otherwise.
2. All amounts are in Australian dollars and inclusive of GST.
3. The Quote defines the scope. Reasonable refinements within that scope are part of the Project. If the Client requests work that is materially outside the quoted scope, the Provider will quote the additional work in writing, and will not proceed with it until the Client accepts.

4. Payment

1. Fees are payable as set out in the Quote. Unless the Quote says otherwise, a deposit is payable before work commences and the balance is payable on completion or at the milestones stated in the Quote.
2. Invoices are payable within 14 days of issue.
3. If an invoice is overdue by more than 14 days, the Provider may pause work on the Project until payment is received. Timelines extend accordingly.
4. The deposit is not refundable once work has commenced, except to the extent required by the Australian Consumer Law.

5. Client Responsibilities

1. The Client will supply Client Materials, decisions and approvals promptly. The most common cause of project delay is waiting on content; delays in supplying Client Materials extend the timeline by at least the period of the delay.
2. The Client warrants that it owns, or is licensed to use, all Client Materials, and that they do not infringe any third party's rights or any law.
3. If a Project is inactive for more than 60 days because Client Materials, decisions or approvals remain outstanding, the Provider may invoice for the work completed to date and place the Project on hold. Resuming a held Project may require a revised timeline.

6. Revisions, Acceptance and Defects

1. The Project includes reasonable rounds of revision within the quoted scope, as described in the Quote.
2. The Project is accepted when the Client confirms acceptance in writing or when the Deliverables go live at the Client's direction, whichever is earlier.
3. The Provider will fix defects in the Deliverables — behaviour that materially departs from the agreed scope — reported within 30 days of acceptance, at no charge. New features and content changes after acceptance are new work.

7. Intellectual Property

1. **The Client owns the Deliverables.** On payment in full of the fees for the Project, the Provider assigns to the Client all intellectual property rights in the Deliverables created specifically for the Project, including source code, designs and content.
2. **Source files on request, any time.** After payment in full, the Client may request a copy of the source code and project files at any time, and the Provider will supply them in a standard format within a reasonable period at no charge. The Client is never locked to the Provider.
3. Pre-existing Materials remain the property of the Provider or their respective owners. To the extent any Pre-existing Materials are embedded in the Deliverables, the Provider grants the Client a perpetual, royalty-free, non-exclusive licence to use them as part of the Deliverables.
4. Open-source and third-party components remain subject to their own licence terms. Third-party platform accounts and subscriptions (for example Shopify, Apple Developer, or an email platform) belong to the Client, and platform fees are billed by the platform directly.
5. Client Materials remain the property of the Client. The Client grants the Provider a licence to use them solely to deliver the Project.
6. The Provider may reference and display the completed Project in its portfolio and marketing unless the Client opts out in writing.

8. Shopify and Third-Party Platforms

1. Where a Project involves a third-party platform (such as Shopify, the Apple App Store, or an email platform), the platform's own terms apply to the Client's use of that platform, and the platform bills its own subscription and fees directly.
2. The Provider is not responsible for outages, pricing changes, feature changes or policy decisions of third-party platforms, including app-store review outcomes, although the Provider will manage submissions and reviews diligently on the Client's behalf.
3. The Provider will test theme and configuration changes before handover. The Client acknowledges that subsequent platform updates may affect behaviour, and ongoing management can be arranged separately.

9. Email Marketing and the Spam Act

1. Every campaign the Provider sends or prepares will comply with the Spam Act 2003 (Cth): clear sender identification and a functional unsubscribe facility in every message.
2. The Client warrants that every recipient list it supplies contains only recipients who have given express or inferred consent to receive commercial electronic messages from the Client, and that it will maintain records of that consent.
3. The Provider may decline to send to any list it reasonably believes is not consented, and may remove recipients who unsubscribe or bounce.
4. As between the parties, the Client is responsible for the consent status of its lists, and the Provider is responsible for the compliance of message content and sending practices it controls.

10. Warranties and the Australian Consumer Law

1. The Provider warrants that the Deliverables will be provided with due care and skill and will materially conform to the agreed scope.
2. Nothing in this Agreement excludes, restricts or modifies any consumer guarantee, right or remedy under the Australian Consumer Law or any other law that cannot lawfully be excluded.
3. Except as set out in this Agreement or required by law, all other warranties are excluded.

11. Limitation of Liability

1. To the maximum extent permitted by law, each party's total aggregate liability arising out of or in connection with the Project is limited to the fees paid by the Client for that Project.
2. Neither party is liable to the other for loss of profit, loss of revenue, loss of data, or any indirect or consequential loss, except where such loss results from a breach of clause 12 (Confidentiality) or a party's wilful misconduct.
3. This clause does not limit liability that cannot be limited under the Australian Consumer Law.

12. Confidentiality

Each party will keep the other's confidential information confidential, use it only for the Project, and disclose it only to people who need it for the Project or where required by law. This obligation survives the end of the Project.

13. Dispute Resolution and Governing Law

1. If a dispute arises, the parties will first attempt to resolve it by good-faith negotiation within 14 days of written notice of the dispute.
2. If negotiation fails, the parties will refer the dispute to mediation administered by the Australian Disputes Centre (or another mediator agreed in writing) before commencing court proceedings, except where urgent injunctive relief is sought.
3. This Agreement is governed by the laws of New South Wales, Australia, and the parties submit to the non-exclusive jurisdiction of its courts.

14. General Provisions

1. This Agreement and the Quote constitute the entire agreement between the parties in relation to the Project.
2. Neither party may assign this Agreement without the other's written consent, not to be unreasonably withheld.
3. Notices may be given by email to the addresses each party regularly uses.
4. If any provision is invalid or unenforceable, the remainder of the Agreement continues in force.
5. A failure to enforce a right is not a waiver of that right.

15. Execution

Executed as an agreement. By signing below (or accepting the Quote in writing), each party agrees to the terms of this Agreement.

Signed for and on behalf of Greenshoots Media (ABN 96 474 181 357) — Name / Date

Signed for and on behalf of the Client — Name / Position / Date