

5 STAR TRADIE

5startradie.com.au

TERMS & CONDITIONS

Issued by: Syddall & Co (ABN 99 881 612 796)

Trading as Five Star Tradie

Melbourne, Victoria, Australia

hello@5startradie.com.au | 0412 171 950

Governing law: Victoria, Australia

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Section 1 — Definitions & Parties

1.1 The Parties

1.1.1 This Agreement is between Syddall & Co (ABN 99 881 612 796), trading as Five Star Tradie, of Melbourne, Victoria, Australia (referred to as "5 Star Tradie", "we", "us", or "our") and the individual or business that has engaged 5 Star Tradie for services (referred to as the "Client" or "you").

1.1.2 All invoices are issued by Syddall & Co on behalf of Five Star Tradie. All billing and payment obligations refer to this entity.

1.1.3 Contact details: hello@5startradie.com.au | 0412 171 950 | 5startradie.com.au

1.2 Defined Terms

The following capitalised terms have the meanings below and apply throughout this Agreement.

Agreement: These Terms & Conditions together with any written Service Agreement, quote, or proposal accepted by the Client.

Services: The website design, hosting, maintenance, and digital marketing services provided under the Client's selected Plan, including any agreed Add-On Services.

Plan: The specific service package (Essential, Growth, or Enterprise) selected by the Client and confirmed in writing at sign-up.

Subscription Fee: The recurring monthly fee payable for the selected Plan.

Setup Fee: The one-time fee of \$3,000 for the design and build of the Client's Website, which is waived for approved Foundation Tradies.

Website: The website designed, built, hosted, and maintained by 5 Star Tradie on behalf of the Client.

Website Code: The underlying code, templates, technical build, and proprietary systems used to create and operate the Website.

Client Content: All text, photographs, logos, brand assets, and other materials supplied by the Client to 5 Star Tradie for use on the Website.

5ST Content: Content created by 5 Star Tradie on behalf of the Client, including copywriting, custom graphics, and SEO content.

Go-Live Date: The date the Client's Website is first made publicly accessible on the internet.

Buyout: The payment made by the Client to acquire full ownership of the Website Code per the sliding-scale schedule in Section 5.

Add-On Services: Optional supplementary services — SEO growth management, social media management, and Google Ads management — each quoted and agreed in writing separately.

Written Notice: Notice given by email to the contact address on record, or by any other written method acknowledged by both parties.

Business Day: A day that is not a Saturday, Sunday, or Victorian public holiday.

AUD: Australian dollars.

Section 2 — Plans & Scope of Services

2.1 Available Plans

5 Star Tradie offers three subscription plans. The Client's selected Plan is confirmed in writing at sign-up.

PLAN	PRICE (AUD)	PAGES	KEY INCLUSIONS
Essential	\$199 / month	1 page	Professional website, managed hosting, security & maintenance, click-to-call, enquiry forms, spam/tyre-kicker filtering, content updates on request, standard support.
Growth	\$299 / month	Up to 7	Everything in Essential, plus: Google Business Profile setup, local SEO foundations, suburb & service-area targeting, review-generation link, dedicated FAQ page, monthly content updates, light performance reporting, priority support within 24 hours.
Enterprise	Custom pricing	Unlimited	Everything in Growth, plus: 24/7 AI chat assistant, missed-call text-back SMS, AI quote follow-ups, competitor tracking, full performance reporting, same-day support.

All prices are in AUD. GST is not currently charged unless required by law and stated in writing.

2.2 Custom Pricing

2.2.1 Some clients are on custom pricing arrangements that differ from the standard rates above. All pricing — standard or custom — is confirmed in writing before any work commences.

2.2.2 Custom pricing does not alter any other term of this Agreement.

2.3 Add-On Services

2.3.1 The following services are available as optional extras and are never automatically added to any Plan:

- SEO growth management
- Social media management
- Google Ads management

2.3.2 Each Add-On Service is quoted and agreed separately in writing before work commences. Acceptance of an Add-On Service quote constitutes agreement to these Terms & Conditions as they apply to that service.

2.3.3 To cancel an Add-On Service, the Client must provide 30 days' Written Notice. On cancellation, the Client retains all deliverables produced to that date — including social media accounts, content, and completed SEO work. 5 Star Tradie holds no ownership over those assets. No exit fees apply to Add-On Services.

2.4 Setup Fee & Foundation Tradie Offer

2.4.1 A Setup Fee of \$3,000 ordinarily applies to cover the design and build of the Website.

2.4.2 The Setup Fee is waived for approved Foundation Tradies in available geographic areas. Availability is limited to one tradie per trade per suburb and is confirmed in writing at sign-up.

2.4.3 If the Client pays the full \$3,000 Setup Fee upfront, ownership of the Website Code transfers to the Client from the Go-Live Date and no Buyout is required.

2.5 See Your Site Before You Pay

2.5.1 For new clients, 5 Star Tradie builds the Website before any payment is required.

2.5.2 If the Client views the completed build and decides not to proceed, no payment of any kind is required or charged. 5 Star Tradie absorbs the build cost in full.

2.5.3 This offer applies to new clients only.

2.6 Exclusivity

2.6.1 5 Star Tradie provides geographic exclusivity within the Client's suburb or the smallest agreed area. Only one tradie per trade per suburb will be accepted as a client.

2.6.2 The Client's exclusivity zone is confirmed in writing at sign-up and applies for the duration of this Agreement.

2.7 Google Business Profile Ownership & Access

2.7.1 Where 5 Star Tradie assists with the setup or optimisation of a Google Business Profile, the Client remains the owner or primary owner of that profile.

2.7.2 The Client may grant 5 Star Tradie manager access only for the purpose of setup, optimisation, updates, and ongoing support.

2.7.3 5 Star Tradie will not claim ownership, primary ownership, or control of the Client's Google Business Profile unless the Client expressly requests this in writing.

2.8 What Is Not Included

2.8.1 Unless expressly included in the Client's Plan or agreed in a separate written quote, the following are not included: paid advertising spend (e.g. Google Ads budgets), third-party software licences, and domain registration costs above \$20.00 AUD per year (see Section 6).

2.8.2 5 Star Tradie does not guarantee specific search engine rankings, lead volumes, or revenue outcomes. Results vary by trade, location, and market conditions.

Section 3 — Payment Terms

3.1 Billing & Invoicing

- 3.1.1 The Subscription Fee is billed monthly in advance from the Go-Live Date.
- 3.1.2 All invoices are issued by Syddall & Co on behalf of Five Star Tradie.
- 3.1.3 All fees are quoted and charged in AUD. GST is not currently charged unless required by law and stated in writing.
- 3.1.4 The Client authorises recurring billing via the agreed payment method.

3.2 Payment Schedule & Grace Period

- 3.2.1 Invoices are due on or before the date stated on the invoice.
- 3.2.2 A grace period of seven (7) calendar days applies after each invoice due date. No action will be taken during this period.
- 3.2.3 There are no late payment fees.

3.3 Overdue Accounts

- 3.3.1 If payment has not been received within seven (7) calendar days of the invoice due date, 5 Star Tradie will attempt to contact the Client by phone.
- 3.3.2 If payment remains outstanding after fourteen (14) calendar days from the due date, 5 Star Tradie reserves the right to suspend the Client's Website until the account is brought up to date. Suspension is at 5 Star Tradie's discretion.
- 3.3.3 Suspension of the Website does not reduce or cancel the Client's ongoing payment obligations under this Agreement.
- 3.3.4 If an account remains unpaid for an extended period, 5 Star Tradie reserves the right to terminate this Agreement in accordance with Section 4.

3.4 Price Changes

- 3.4.1 5 Star Tradie will provide at least 30 days' Written Notice of any change to the Subscription Fee.
- 3.4.2 If the Client does not accept the new fee, they may terminate this Agreement by providing Written Notice in accordance with Section 4.

Section 4 — Cancellation

4.1 Month-to-Month Service

4.1.1 This Agreement starts on the Go-Live Date and continues month-to-month until terminated by either party in accordance with this section.

4.1.2 5 Star Tradie operates on a genuine no lock-in basis. The Client is not locked into a fixed-term contract.

4.2 Cancellation by the Client

4.2.1 The Client may cancel this Agreement at any time by providing 30 days' Written Notice.

4.2.2 The Client will be invoiced for any days of service within the 30-day notice period. No further charges apply after the notice period ends.

4.2.3 On cancellation, the Client's Website will be taken offline at the end of the notice period unless the Client has completed a Buyout.

4.3 Cancellation by 5 Star Tradie

4.3.1 5 Star Tradie may terminate this Agreement by providing 30 days' Written Notice to the Client.

4.3.2 5 Star Tradie may terminate immediately and without notice if the Client: (a) materially breaches this Agreement and fails to remedy the breach within seven (7) days of Written Notice; (b) engages in fraudulent, abusive, or unlawful conduct; or (c) fails to make payment for a period exceeding 30 days past the invoice due date.

4.3.3 On termination by 5 Star Tradie, the Client retains the right to: (a) receive a transfer of their Client Content and domain name per Sections 6 and 8; and (b) purchase the Website Code via the Buyout process in Section 5, provided all outstanding amounts are first settled.

4.4 What Happens on Exit

4.4.1 On termination of this Agreement for any reason:

- Client Content will be returned on written request within seven (7) Business Days.
- The domain name will be transferred on request, subject to the process and fees in Section 6.
- The Website will be taken offline unless the Client has completed a Buyout.
- All outstanding invoices become immediately due and payable.

Section 5 — Website Ownership & Buyout

5.1 Ownership of the Website Code

5.1.1 The Website Code remains the intellectual property of Syddall & Co / Five Star Tradie unless:

- The Client paid the full \$3,000 Setup Fee upfront — ownership transfers from the Go-Live Date; or
- The Client has paid the applicable Buyout fee per clause 5.2.

5.1.2 During the term of this Agreement, 5 Star Tradie grants the Client a non-exclusive licence to use the Website for their business purposes. This licence terminates when the Agreement ends unless full ownership has been acquired.

5.2 Buyout — Sliding Scale

Clients whose Setup Fee was waived may purchase ownership of the Website Code at any time:

TIME WITH 5 STAR TRADIE	BUYOUT PRICE (AUD)
0 – 12 months	\$3,000
13 – 24 months	\$1,500
25 – 36 months	\$750
36+ months	Free (administration fee of \$150 applies)

5.2.1 The Buyout fee is based on the number of full months elapsed since the Go-Live Date at the time the request is made.

5.2.2 Buyout requests must be made in writing. On confirmed receipt of payment, 5 Star Tradie will transfer the Website files within seven (7) Business Days.

5.2.3 Following a Buyout, the Client is solely responsible for all ongoing hosting, maintenance, and management of the Website. 5 Star Tradie's obligations cease on file transfer, except for any outstanding Client Content or domain transfer.

5.3 5ST Content

5.3.1 All 5ST Content (copywriting, custom graphics, and SEO content created on the Client's behalf) remains the intellectual property of 5 Star Tradie until a Buyout is completed.

5.3.2 On completion of a Buyout, ownership of 5ST Content transfers to the Client as part of the Website transfer.

5.4 Client Content

5.4.1 All Client Content — photos, logos, text, and brand assets supplied by the Client — remains the sole property of the Client at all times.

5.4.2 The Client grants 5 Star Tradie a licence to use Client Content solely for the purpose of building, maintaining, and operating the Website for the duration of this Agreement.

5.4.3 On termination, 5 Star Tradie will return all Client Content on written request within seven (7) Business Days.

Section 6 — Domain Policy

6.1 Registration & Management

- 6.1.1 5 Star Tradie registers and manages the Client's domain name on the Client's behalf for the duration of this Agreement.
- 6.1.2 5 Star Tradie covers domain registration and annual renewal costs up to \$20.00 AUD per year. If the Client requires a domain costing more than this, the Client pays the difference or full amount.
- 6.1.3 Domain availability cannot be guaranteed. 5 Star Tradie will make reasonable efforts to secure the Client's preferred domain name.

6.2 Transfer on Exit

- 6.2.1 On termination of this Agreement, the Client is entitled to take full ownership of their domain name.
- 6.2.2 5 Star Tradie will initiate the domain transfer within seven (7) Business Days of the Client's final invoice being paid in full.
- 6.2.3 A fixed domain transfer administration fee of \$75 AUD applies. This fee covers reasonable administration required to initiate the transfer.
- 6.2.4 Following transfer, the Client is solely responsible for all future domain renewal costs and management.

6.3 Domain Disputes

- 6.3.1 5 Star Tradie will not withhold a Client's domain name. In the event of a dispute, the domain will be transferred to the Client once all outstanding amounts are settled.

Section 7 — Refund & Downtime Policy

7.1 General Refund Position

- 7.1.1** Subscription Fees are non-refundable once a billing period has commenced.
- 7.1.2** This policy does not affect any rights the Client may have under the Australian Consumer Law.

7.2 Downtime Credit

- 7.2.1** If the Client's Website is offline for a cumulative total of 48 or more hours within a calendar month due to a fault attributable to 5 Star Tradie — and not caused by a third-party outage, force majeure, or Client action — the Client will receive a credit equal to that month's full Subscription Fee.
- 7.2.2** Downtime hours may be consecutive or cumulative within the relevant calendar month.
- 7.2.3** Downtime credits are applied to the following month's invoice and are not paid as cash.
- 7.2.4** The downtime credit described in clause 7.2.1 is the maximum remedy available to the Client for website downtime or service interruptions. No further compensation is payable.
- 7.2.5** Outages caused by third-party providers, force majeure events, or actions taken by the Client do not qualify for a downtime credit.

7.3 See Your Site Before You Pay

- 7.3.1** If a new client views the completed Website build and decides not to proceed, no payment of any kind is required or charged. Refer to clause 2.5 for full details.

Section 8 — Intellectual Property

8.1 5 Star Tradie Intellectual Property

8.1.1 The following are and remain the sole intellectual property of Syddall & Co / Five Star Tradie, unless ownership has transferred following a Buyout or full upfront Setup Fee payment:

- Website Code and technical build
- Design templates and layouts
- Proprietary systems, tools, and workflows
- 5ST Content — copywriting, graphics, and SEO content created on the Client's behalf

8.1.2 The Client must not copy, reverse-engineer, reproduce, or otherwise use 5 Star Tradie's intellectual property outside the purposes of this Agreement without prior written consent.

8.2 Client Intellectual Property

8.2.1 All Client Content remains the sole intellectual property of the Client at all times.

8.2.2 The Client warrants that they hold all necessary rights to use and provide the Client Content, and that its use on the Website does not infringe the intellectual property or other rights of any third party.

8.2.3 The Client indemnifies 5 Star Tradie against any claim, loss, or liability arising from a breach of the warranty in clause 8.2.2.

8.3 Content Accuracy

8.3.1 The Client is responsible for ensuring all Client Content is accurate, up-to-date, and compliant with all applicable Australian laws, including Australian Consumer Law requirements.

8.3.2 5 Star Tradie is not liable for any loss or damage arising from inaccurate, misleading, or non-compliant Client Content.

8.4 Transfer on Buyout

8.4.1 On completion of a Buyout or payment of the full Setup Fee upfront, ownership of the Website Code and all 5ST Content transfers to the Client in full.

8.4.2 5 Star Tradie retains no ongoing intellectual property rights in the transferred materials after a confirmed Buyout, except in relation to third-party licences that cannot be assigned — in which case 5 Star Tradie will use reasonable efforts to assist the Client in obtaining those licences directly.

Section 9 — Dispute Resolution & Liability

9.1 Dispute Resolution Process

Both parties agree to follow the process below before commencing any legal proceedings.

STEP	STAGE	PROCESS
1	Direct Resolution	Client raises the issue with their 5 Star Tradie account contact. Target resolution within five (5) Business Days.
2	Internal Escalation	If unresolved, escalated to 5 Star Tradie upper management. A written decision will be provided within ten (10) Business Days.
3	Mediation	If still unresolved, both parties agree to attempt mediation before commencing legal action. Suggested body: Dispute Settlement Centre of Victoria (DSCV) — a free government service.
4	Legal Proceedings	If mediation fails, disputes are subject to the laws of Victoria, Australia. Either party may refer the matter to the Victorian Civil and Administrative Tribunal (VCAT) or the appropriate court.

9.2 Liability Cap

9.2.1 To the extent permitted by law, 5 Star Tradie's total liability to the Client for any claim under this Agreement is capped at the total Subscription Fees paid by the Client in the three (3) calendar months immediately preceding the event giving rise to the claim.

9.2.2 5 Star Tradie is not liable for any indirect, consequential, special, or economic loss, including but not limited to loss of business, revenue, profit, or data.

9.2.3 Nothing in this Agreement limits liability for death or personal injury caused by negligence, fraud, or any other liability that cannot be excluded by law.

9.3 No Guarantee of Results

9.3.1 5 Star Tradie does not guarantee specific search engine rankings, website traffic, lead quantities, or revenue from any Plan or Add-On Service.

9.3.2 Results are influenced by factors outside 5 Star Tradie's control, including search engine algorithm changes, local competition, and market conditions.

9.4 Force Majeure

9.4.1 5 Star Tradie is not liable for any failure or delay caused by events beyond its reasonable control, including acts of God, internet outages, third-party platform failures, or government action.

9.4.2 5 Star Tradie will notify the Client as soon as practicable of any force majeure event and will use reasonable efforts to resume normal service promptly.

9.5 Governing Law

9.5.1 This Agreement is governed by the laws of Victoria, Australia. Each party submits to the non-exclusive jurisdiction of the courts of Victoria and the Federal Court of Australia.

9.5.2 Nothing in this Agreement excludes or limits any right or remedy the Client may have under the Australian Consumer Law.

9.6 General

9.6.1 This Agreement constitutes the entire agreement between the parties regarding its subject matter and supersedes all prior representations, negotiations, and understandings.

9.6.2 If any clause is found invalid or unenforceable, the remaining clauses continue in full force and effect.

9.6.3 5 Star Tradie may update these Terms & Conditions from time to time. The Client will receive at least 30 days' Written Notice of any material change. Continued use of the Services after that notice constitutes acceptance of the updated terms.

Section 10 — Acceptance

By ticking the box below and providing your details, you confirm that you have read, understood, and agree to be bound by these Terms & Conditions in full.

☐

I have read and agree to the 5 Star Tradie Terms & Conditions.

Full Name (Print)

Business / Trading Name

Date

5 Star Tradie | hello@5startradie.com.au | 0412 171 950 | 5startradie.com.au