Stallside Digital

Version 2, 1 November 2026
hello@stallsidedigital.com.au

Terms for working with me

These terms apply to every quote I send you, and to every job or plan you book with me. Your quote sets out what you're getting, the price and the dates. These terms cover everything else. If your quote and these terms say different things, your quote applies.

> **Nothing in your quote or in these terms excludes, restricts or changes any right you have under the Australian Consumer Law, which is the national law that protects buyers.**

1 Who I am

1.1 Stallside Digital is the registered business name of Kierin Sweeney, a sole trader in Brisbane, ABN 50 337 487 192. I go by Kiz.

1.2 You can email me at hello@stallsidedigital.com.au, or write to PO Box 326, Mount Ommaney QLD 4074. My website is stallsidedigital.com.au.

1.3 In these terms, "I" and "me" means Stallside Digital, and "you" means the person or business named in your quote.

2 How we agree

2.1 Every job starts with a written quote. A quote stays open for 30 days, unless it says otherwise.

2.2 To accept a quote, reply by email to say yes. Our agreement is then your quote together with these terms.

2.3 Your first payment books your start date.

2.4 Email counts as writing. I'll use the email address in your quote, and you can always reach me at hello@stallsidedigital.com.au.

2.5 **Time to change your mind.** You get a cooling off period if I approached you about the job in person or by phone, and we talked about the price. It lasts 10 business days, starting the day after you accept. A business day is a weekday that isn't a public holiday in Queensland. During the cooling off period I won't start work or send an invoice. You can cancel by emailing me, and you pay nothing. Your quote, or my reply when you accept, gives the date it ends.

3 What you get

3.1 Your quote lists what I'll make or do for you, how many rounds of changes are included, and anything it leaves out.

3.2 Anything outside your quote is extra work. Before I start it, I'll tell you in writing what it involves, what it costs and how it affects the dates, and I'll wait for your OK.

3.3 Extra work costs $130 an hour. The first hour is charged in full, and after that I charge in steps of 15 minutes. You can buy a block of 5 hours for $585, to use on small requests over time. Hours in a block don't expire, and if I stop offering extra work, I refund any you haven't used. Any single request that will take more than half a day, which is 4 hours, gets a fixed price instead.

3.4 **Introductory price.** The first five customers who book a one page website or a website of up to five pages get 20% off it. The offer ends when the fifth of those customers books, or on 31 March 2027 if that comes first. In return, I can show your site as an example of my work (see 9.8), and I'll ask for your honest feedback. The offer never depends on you giving a review. It can't be combined with flexible timing, but the mockup credit in 9.4 still applies.

4 Timing

4.1 Your quote gives a start date and a latest finish date, along with my best estimate of when I'll finish. If that estimate changes, I'll tell you in writing.

4.2 **Standard timing** means I start on the next date I have free, which is normally within 2 to 4 weeks of booking.

4.3 **Flexible timing** costs 15% less on a website build or a stall video, because I fit your job around others. Your job starts within 8 weeks of your first payment, and it's finished within 12 weeks of that payment. You get the same work, rounds of changes and support as with standard timing. Your quote gives the date your words and pictures are due. If I don't start within 8 weeks, or don't finish within 12 weeks, you choose what happens next. You can move to standard timing at no extra cost, or cancel and get back everything you've paid for work not yet done (see 12.3).

4.4 **A priority start** is for a website build or a stall video. I start within a week of your first payment, and your quote gives an earlier latest finish date. It adds 30% to the price, shown as its own line in your quote. If I miss either of those dates, I refund the extra 30%.

4.5 **What I need from you.** Your quote says what I need from you and by when. That's usually answers to my questions, photos, your logo, any logins, and your OK at each stage. If something arrives later than the quote says, the dates in your quote move by the same amount of time.

5 Prices and paying

5.1 Every price is the total you pay me. Your quote also shows what you'll pay other providers directly, such as for your domain and email. Stallside Digital isn't registered for GST, the 10% goods and services tax, so no GST is added. If I register for GST later, the prices we've already agreed stay the same.

5.2 You can pay by bank transfer, or by PayID, which lets you pay from your banking app with a simple ID in place of account numbers. Where I offer card payment or direct debit, there's no extra charge for using them.

5.3 My bank details will not change. If you ever get a message saying they have, check with me in a new email to hello@stallsidedigital.com.au before you pay.

5.4 Each invoice says when it's due. A stage payment is due before the next stage starts.

5.5 **Websites under $5,000.** Half is paid when you book, and it pays for the planning and design stage. The other half is paid before your site goes live. You can choose three parts instead, with the amounts in your quote: when you book, when you approve the mockup, and before your site goes live.

5.6 **Websites and other builds of $5,000 or more** are paid in four parts: 30% when you accept, 25% when you approve the design, 25% when the site is ready for you to review, and 20% before it goes live.

5.7 Nothing is owed after your site goes live, apart from any plan or extra work you choose.

5.8 A **mockup** is your home page built in the look you chose, so you can see it before the full build. It's paid for before I start it.

5.9 **Single videos and filming days.** Half is paid when you book, and the rest when the finished video is delivered.

5.10 **Plans** are invoiced at the start of each month, or each year for a yearly plan, and paid in advance.

5.11 **Custom tools and apps** are paid in the stages set out in their own written agreement.

5.12 **Late payment.** I don't charge late fees. If an invoice is more than 14 days overdue, I'll remind you. If it's still unpaid 7 days after that reminder, I may pause work until it's paid, and the dates in your quote move by however long the pause lasts.

6 Plans

My plans are after care, which means looking after your website once it's live, the shipment helper plan, video clip plans, and the monthly fee for a custom tool. Each plan is a subscription.

6.1 Every plan quote starts with a short summary: that the plan is a subscription, what you pay and how often, that it continues until you end it, and how to end it.

6.2 A plan continues month to month, or year to year for a yearly plan, until you end it. There's no minimum term, and no fee for leaving.

6.3 **Ending a plan.** Email hello@stallsidedigital.com.au at any time. That works however you signed up. A monthly plan ends when the month you've paid for runs out. If you end a yearly plan part way through, it ends at the end of that month, and I refund the whole months left.

6.4 For a yearly plan, I'll email you about 7 days before each yearly charge.

6.5 If your quote sets a lower price for an opening period, I'll remind you by email a month before the price changes. You can end the plan before the new price starts.

6.6 **Price changes.** Apart from 6.5, 6.10 and any change already set out in your quote, a plan's price stays the same for 12 months from when you sign up. After that, I'll give you at least 30 days' notice by email of any price change. You can end the plan before the new price applies, without any fee. If a cheaper option would suit you, I'll tell you about it in that email.

6.7 **Direct debit** means I collect each payment from your account, with your written OK. If you pay that way, I'll give you at least 14 days' notice before changing the amount or the dates. To stop, change, put off or dispute a debit, email me or contact your bank. A debit due on a weekend or public holiday is taken on the next business day. If a debit fails, I don't charge a fee, and we'll sort out another way to pay.

6.8 **After care.** Your quote lists what your plan covers, including any time for small changes. Change time you don't use in a month doesn't carry over to the next. I reply to emails about your plan within 2 business days. You can pause after care for your off season, for up to 3 months a year, by giving me 7 days' notice. You pay nothing while it's paused, and I still make sure your domain and email renew.

6.9 **Video clip plans.** Your quote says how many clips you get each month, how long each one can be, and how soon each comes back, counted from when its footage arrives. Each clip has captions, your branding and one round of changes. Clips you don't use carry over to the next month only, up to the number your quote allows.

6.10 Unless your quote fixes the price, the first month of a clip plan runs at the listed price while I time your clips. At least 14 days before your second month starts, I'll confirm the price or tell you the new one. You can end the plan before a new price applies, without any fee.

6.11 **Leaving a plan.** Your accounts are already in your name (see 9.1). When you leave, I hand over everything you need to move on: your site files, any access details I hold, and your data from any tool or the shipment helper as spreadsheets.

6.12 **Ending a plan from my side.** I can end a plan by giving you at least 30 days' notice by email. I refund anything you've paid for time after it ends, and help you move on as in 6.11.

7 Health products and other claims

7.1 You're responsible for what your marketing says about your products, and you approve every claim before it's published.

7.2 Ads for medicines, herbal remedies, supplements and similar products can come under the rules of the Therapeutic Goods Administration (TGA), on top of consumer law. If your products are like that, every claim about what a product does must come from you, in your footage or in writing, and you approve each video or page before it goes up.

7.3 I don't add health claims of my own to your work. That includes captions, titles, descriptions, voiceovers in my voice, and hashtags that name a health condition.

7.4 I can decline to edit or publish a piece whose claims look like they could break advertising rules. You don't pay for a piece I decline. On a clip plan, it doesn't count towards your monthly number, and its place carries over until you use it. If the plan ends first, I refund that place's share of the plan price.

7.5 I only show work that makes no health claims as examples of my work.

8 Your material

8.1 You confirm that you own, or have permission to use, everything you give me, such as words, photos, logos, footage and music.

8.2 If other people appear clearly in your photos or videos, such as staff or customers, you get their OK first.

8.3 If I'm told that something you gave me breaks someone else's rights, I'll pause that part of the work and ask you to replace it.

8.4 Any fonts, photos or music I add come with permission to use them in your work. If any of them can only be used in some places, such as on social media, I'll tell you.

8.5 I won't make or publish anything that's unlawful or that misleads people.

9 Who owns what

9.1 Your domain, email, hosting and payment accounts are set up in your name from the start, and you pay those providers directly.

9.2 **Your website.** Copyright is the right to copy, change and publish a creative work. When your final payment arrives, I'll send you a signed handover note that transfers to you the copyright I hold in the site I made for you.

9.3 Some parts of your site are building blocks I use across many jobs, and I keep those. You get a free licence, which is permission to use them, as part of your site, for as long as you like. It lets you copy, change and publish them, and let anyone else work on your site. If you sell your business or your site, the licence goes with it.

9.4 **Your mockup.** The mockup fee pays for the mockup, which you can view at its private link. If you go ahead with the build within 60 days of receiving the mockup, the fee comes off the build price, and the mockup's design becomes part of your site. If you don't go ahead, the design stays mine.

9.5 **Your videos.** Once a finished video is paid for, it's yours. To make that certain, I'll send you a signed note that transfers to you any copyright I hold in it, and in any footage I film for you. On a clip plan, one note at the start covers every video in the plan. I keep my own title designs and graphics, and you get a free licence to use them in those videos, for as long as you like. With filming only, you get the raw footage on a shared drive. A voiceover in my voice can only be used as 9.9 says.

9.6 **Credit and changes.** The law gives the maker of a creative work moral rights: the right to be named as its maker, and the right to object to changes that harm their reputation. I agree that you, and anyone you choose, can change, adapt, copy and publish the websites and videos I make for you, without naming me.

9.7 **Custom tools and apps.** Your data is yours. You can have it as spreadsheets whenever you ask, and when you leave. The tool itself stays mine, and you use it while your plan runs. Its own agreement sets out the details.

9.8 **Examples of my work.** You agree that I can show work I made for you on my website and social media, apart from work that makes health claims (see 7.5). If you'd rather I didn't, tell me before you accept your quote, or at any time later. I'll then leave it out, or take it down. On the introductory price, showing your site is part of the offer, but I'll still take it down if you ever need me to.

9.9 **Voiceovers.** A voiceover recorded in my voice can be used in the video it was made for. If that video runs as a paid ad, the ad use costs $150 more. Every video quote asks whether a video will run as a paid ad.

10 Shipping preparation

10.1 A shipment review is a written review of the products and countries in your quote. For each product it covers the likely tariff code, which is its customs code, and the duty and tax to expect. It also covers the low value rules, whether a trade agreement lowers the duty and what origin paperwork that needs, things to watch out for, such as animal products or food, and the lines for your customs form. Each answer comes with its source and date.

10.2 Tell me what you need the review for, so I can make it fit. The review gives the likely answers and where they come from. Customs makes the final decision on every shipment. The review is separate from customs brokerage, which is a licensed broker lodging your shipment with customs, and from legal advice.

10.3 The shipment helper is my online tool for preparing overseas shipments. On the helper plan you sign in and run your own checks, with up to 40 searches a day. I check up to three new or changed products a month for you, and each extra product costs $60. The helper's results are likely answers with their sources, in the same way as a review.

11 If something goes wrong

11.1 My services come with guarantees that can't be excluded under the Australian Consumer Law. I must do the work with due care and skill, and make it reasonably fit for any purpose or result you tell me about. I must also finish within the time we agreed, or within a reasonable time if we didn't set one.

11.2 If a service has a major failure, you're entitled to cancel it and get a refund for the part you haven't used, or compensation for its reduced value. If a failure isn't major, you're entitled to have it fixed within a reasonable time. If that doesn't happen, you can cancel and get a refund for the part you haven't used. You can also claim compensation for any other loss or damage from a failure that could reasonably have been foreseen.

11.3 Your site, email and payments run on other companies' services, such as your domain registrar, email provider, host and payment company. Google, YouTube, Instagram and other platforms also set their own rules. When one of them has a problem or changes its rules, I can't control what they do, but I can help you get things working again. On an after care plan, that help is part of keeping your site in order. Anything bigger, such as rebuilding a feature, is extra work (see 3.3), and I'll ask before starting it.

11.4 I can't promise sales, search rankings or views, because they depend on many things outside my work.

11.5 Nothing in 11.3 or 11.4 limits your rights in 11.1 and 11.2.

12 Cancelling and ending

12.1 You can cancel a build, a video or any other job at any time by emailing me.

12.2 If I haven't started the work, I refund everything you've paid.

12.3 If I've started, I keep enough to cover the work done, plus any costs I've already paid on your behalf, with receipts. Work done is valued at your job's own rate, which is its price divided by the hours your quote estimates. I keep a log of my hours and send it with your refund. I refund the rest and send you the work done so far, and the copyright I hold in the work you've paid for passes to you, as in 9.2 and 9.5. If the work done comes to more than you've paid, I'll invoice the difference, but the total will never be more than the price in your quote.

12.4 **The mockup fee.** If I don't deliver your mockup, I refund the fee in full. Once I've delivered it, the fee has paid for the mockup, so it isn't refunded if you decide not to go ahead. This doesn't affect your rights under the Australian Consumer Law.

12.5 **A filming day.** If you cancel before the day, I refund what you've paid, less any costs I've already paid for it, with receipts. If you need to move the day, tell me as early as you can, and we'll find a new date at no charge.

12.6 If I cancel or can't finish, I refund everything you've paid for work not yet done, valued as in 12.3. I send you the work done so far, and the copyright I hold in it passes to you, as in 9.2 and 9.5.

12.7 Either of us can end our agreement if the other breaks an important part of it and doesn't fix it within 14 days of being asked in writing. If you end it because of my breach, 12.6 applies, and for a plan I refund anything you've paid for time after it ends. If I end it because of yours, 12.3 applies.

12.8 Plans end as set out in section 6.

13 Privacy and logins

13.1 I handle your personal details as my privacy policy says. You'll find it at stallsidedigital.com.au/#privacy.

13.2 Please give me only the logins I need. I keep them safe, use them only for your work, and stop using them when the job ends. You can change your passwords at any time, and it's a good idea to change them when a job ends.

13.3 If a tool or app I build for you holds your customers' details, its own agreement says how those details are handled.

14 If we disagree

14.1 Please tell me first, and I'll work with you to sort it out.

14.2 If we can't sort it out, help is available. The Office of Fair Trading Queensland takes complaints from consumers. The Australian Small Business and Family Enterprise Ombudsman helps small businesses with contract and payment disputes, and offers subsidised mediation between businesses, where each side pays $250 to $500.

14.3 Claims of up to $25,000 can go to QCAT, the Queensland Civil and Administrative Tribunal.

14.4 These terms are governed by the law of Queensland.

15 Changes to these terms

15.1 Each job follows the version of these terms that applied when you accepted your quote.

15.2 If I change these terms in a way that affects a plan you're on, I'll give you at least 30 days' notice by email, and you can end the plan before the change applies, without any fee.

Stallside Digital terms, version 2, 1 November 2026. Stallside Digital, ABN 50 337 487 192, PO Box 326, Mount Ommaney QLD 4074, hello@stallsidedigital.com.au.