



Papa Sports Packages

Keep your fans and players constantly updated with your own club website. The Papa Wheelie Sports Packages give you a cleanly designed website which you can easily manage yourself.

Each website comes with it's own easy no fuss administration website, allowing you to update the website with new content as you please.

\$995.00

Setup

A once off fee to set your website up, Inc GST.

Includes your first year subscription!

\$348.00

Yearly Subscription

Each year, this covers your hosting, email and site maintenance. Inc GST.

Setup includes;

Site Template - Modified to include your content.

Development of website

Design of your websites head banner which includes your club logo.

Hosting set-up

Domain Registration

Contact / Email setup

Search Engine Submission

Your first year Yearly Subscription

Papa Sports Packages include;

Home Page - With banners of the Fixture, Ladder, Match Results, Top Scorers, Sponsors and News.

Multiple Leagues – Ability to manage multiple leagues, e.g. Seniors, Reserves, Under 16's etc. on the one site!

Archive old data – keep old seasons results and player career statistics.

Fixture – Manage and display full fixture.

Ladder - A page with the full automated ladder.

Match Reports – Manage and display match reports.

Match Results – Manage match results

Match Statistics – Manage match statistics including goal scorers, player participation, best players.

Player Profiles - A page with the Player Profiles.

Gallery - A page with galleries.

Sponsors - Manage sponsors, logos and contact info.

Committee - A list of the Committee members and email links.

News - A page with News Articles.

Contact - Contact information for the club and form where the user can email you directly through the website.

The Subscription includes;

Hosting

Domain Registration

Papa Power - Access to Papa's content managed system with your own login and password.

Papa Support - An online Users' Guide and help system on how to use your website as well as over the phone tech support.

Site Maintenance - Papa will frequently be testing the performance of your website and updating it with the latest software patches and updates to ensure it is performing it's best.

200mb Disk Space

2 GB Data Transfer (per month)

10 POP Boxes (Mailboxes)

Website Statistics

Anti Spam/Virus Protection

Webmail Access

99.9% Uptime Guarantee

Optional Extras;

Image Pack

If you don't have any image content to add to your website it can appear a bit dull. Why not purchase the Papa Image Pack where our designers will carefully select 5 images which can be used to spruce up your website.

\$50.00 inc GST

Gallery

Add a rotating animated image gallery to your home page. You will be able to add up to 20 images through Papa's content managed system and they will automatically be a part of the gallery.

\$100.00 inc GST

Google Analytics

Improve your Google results by registering for Google Analytics. This also provides extra website statistics and reporting.

\$200.00 inc GST

Further changes or maintenance of your content will be charged by the hour at \$100.00 per hour inc GST.

Papa Sports Order



Please fill in this form and either email back to papa@papawheelie.com.au or fax to 03 9717 1737.

Yes, I would like to order a Papa Sports Package for \$995.00 inc GST!

I would also like to add the following optional extras;

- Image Pack \$50.00 inc GST
- Gallery \$50.00 inc GST
- Google Analytics \$200.00 inc GST

TOTAL - Papa Sports Package \$995.00 (\$495.00 if ordered before March 31st) + Optional Extras \$ = \$

Contact

First Name		Last Name	
Club		Email	
Contact Phone		Fax	
Address			
PO Box <i>(Optional)</i>		Suburb	
State	Postcode	Country	

Domain Name

Domain Name you wish to use

Declaration and Signature

I confirm I have read and understood Papa Wheelie's Terms & Conditions.

Signature	Date
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Payment Options

Please Note: Your account will only be available once payment has been made.

Electronic Funds Transfer

Bank: NAB
BSB 083 784
Account Number: 83 222 9860
Account Name: Papa Wheelie Pty Ltd

Snail Mail

Send a cheque along with this order to;
Papa Wheelie
PO Box 323
Kangaroo Ground, Victoria, Australia, 3097

PREAMBLE

1. Preamble

- 1.1 All Services of Papa Wheelie Pty Ltd, whether gratuitous or not, are supplied subject to these Conditions and:
- (a) the provisions of Part I shall apply to the provision of all and any Services;
- (b) the provisions of Part II shall only apply to the provision of Web Site Hosting Services;
- (c) the provisions of Part III shall only apply to the provision of Web Development Services.

PART I - GENERAL CLAUSES

2. Definitions

- 2.1 "Papa" shall mean Papa Wheelie Pty Ltd and its successors and assigns.
- 2.2 "Guarantor" shall mean the Client or any person acting on behalf of and with the authority of the Client.
- 2.3 "Guarantor" means that person (or persons), or entity who agrees herein to be liable for the debts of the Client on a principal debtor basis.
- 2.4 "Materials" shall mean all data, graphics, pictures, trade marks, software and other materials to be incorporated in the Client's web site (including, but not limited to), user data created by the operation of the Client's web site (and where the context so permits shall include any supply of Services as hereinafter agreed);
- 2.5 "Price" shall mean the cost of the Services as defined between Papa and the Client subject to clause 5 of this contract.
- 2.6 "Prohibited Content" means any content on a Web Site that:
- (a) is, or could reasonably be considered to be, in breach of the Broadcast Services Amendment (Online Services) Act 1999 (Cth); the Trade Practices Act 1974 (Cth); or any other applicable law or applicable industry code; or
- (b) contains, or could reasonably be considered to contain, any misrepresentations; or is, or could reasonably be considered to be, misleading or deceptive, likely to mislead or deceive or otherwise unlawful; or
- (c) is, or could reasonably be considered to be, in breach of any person's Intellectual Property Rights.
- 2.7 "Services" shall mean all Services supplied by Papa to the Client and includes any advice or recommendations (and where the context so permits shall include any supply of Materials as defined above).
- 2.8 "Web Site" means a location which is accessible on the Internet through the World Wide Web and which provides multimedia content via a graphical User Interface.

3. The Commonwealth Trade Practices Act 1974 ("TPA") and Fair Trading Acts ("FTA")

- 3.1 Nothing in this agreement is intended to have the effect of contracting out of any applicable provisions of the TPA or the FTA in each of the States and Territories of Australia, except to the extent permitted by those Acts where applicable.

4. Acceptance

- 4.1 Any instructions received by Papa from the Client for the supply of Services and/or the Client's acceptance of Services supplied by Papa shall constitute acceptance of the terms and conditions contained herein.
- 4.2 Where more than one Client has entered into this agreement, the Client's shall be jointly and severally liable for all payments of the Price.
- 4.3 Upon acceptance of these terms and conditions by the Client the terms and conditions are irrevocable and can only be rescinded in accordance with these terms and conditions or with the written consent of the manager of Papa.
- 4.4 None of Papa's agents or representatives are authorised to make any representations, statements, conditions or agreements not expressed by the manager of Papa in writing nor is Papa bound by any such unauthorised statements.
- 4.5 The Client undertakes to give Papa not less than fourteen (14) days prior written notice of any proposed change in the Client's name and/or any other change in the Client's details (including but not limited to, changes in the Client's address, facsimile number, or business practice).

5. Services

- 5.1 The Services are as described on the invoices, quotation, work authorisation or any other work commencement forms as provided by Papa to the Client.

6. Price and Payment

- 6.1 At Papa's sole discretion the Price shall be either:
- (a) as indicated on invoices provided by Papa to the Client in respect of Services supplied; or
- (b) Papa's current Price, at the date of delivery of the Services, according to Papa's current Price list or "prepaid service plan"; or
- (c) Papa's quoted Price (subject to clause 5) which shall be binding upon Papa provided that the Client shall accept in writing Papa's quotation within thirty (30) days.
- 6.2 Any variation from the plan of scheduled Services or specifications (including, but not limited to, any variation as a result of additional Services required due to hidden or unidentifiable difficulties, as a result of increases to Papa in the cost of Materials and labour or fluctuations in currency exchange rates) will be charged for on the basis of Papa's quotation and will be shown as variations on the invoice. Payment for all variations must be made in full at their time of completion.
- 6.3 At Papa's sole discretion a non-refundable deposit may be required.
- 6.4 At Papa's sole discretion:
- (a) payment shall be due on delivery of the Services; or
- (b) payment for approved Clients shall be made by instalments in accordance with Papa's payment schedule; or
- (c) payment for approved Clients shall be due thirty (30) days following the end of the month in which a statement is posted to the Client's address or address for notices.
- 6.5 Papa may submit a detailed payment claim at intervals not less than one (1) week for Services performed up to the end of each week. The value of work so performed shall include the reasonable value of authorised variations and the value of Materials purchased by Papa for the site but not yet incorporated.
- 6.6 Time for payment for the Services shall be of the essence and will be stated on the invoice, quotation or any other document. If no time is stated then payment shall be due thirty (30) days following the date of the invoice.
- 6.7 Papa may withhold delivery of the Services until the Client has paid for them, in which event payment shall be made before the delivery date.
- 6.8 Payment will be made by cash on delivery, or by cheque, or by bank cheque, or by credit card - excluding Amex (plus a surcharge of up to one and a half percent (1.5%) of the Price), or by direct credit, or by any other method as agreed between the Client and Papa.
- 6.9 The Price shall be increased by the amount of any GST and other taxes and duties which may be applicable, except to the extent that such taxes are expressly included in any quotation given by Papa.

7. Delivery of the Services

- 7.1 The failure of Papa to deliver shall not entitle either party to treat this contract as repudiated.
- 7.2 Papa shall not be liable for any loss or damage whatever due to failure by Papa to deliver the Services (or any part of them) promptly or at all.

8. Risk

- 8.1 If Papa retains delivery in the Services nonetheless, all risk for the Services passes to the Client on delivery.

9. Errors and Omissions

- 9.1 The Client shall inspect the Services on delivery and shall within thirty (30) days of delivery notify Papa of any alleged defect, shortage in quantity, errors, omissions or failure to comply with the description or quotation. The Client shall afford Papa an opportunity to inspect the Services within a reasonable time following delivery if the Client believes the Services are defective in any way. If the Client shall fail to comply with these provisions, the Services shall be conclusively presumed to be in accordance with the terms and conditions and free from any defect or damage.
- 9.2 For defective Services, which Papa has agreed in writing that the Client is entitled to reject, Papa's liability is limited to either (at Papa's discretion) replacing the Materials or rectifying the Services provided that the Client has complied with the provisions of clause 5, except where the Client has acquired Services as a consumer within the meaning of the Trade Practices Act 1974 (Cth) or the Fair Trading Acts of the relevant state or territories of Australia, and is therefore also entitled to, at the consumer's discretion either a refund of the purchase Price of the Materials, or rectification of the Services, or replacement of the Services.
- 9.3 For Materials not manufactured by Papa, the warranty shall be the current warranty provided by the manufacturer of the Materials. Papa shall be under no liability whatsoever except for the express conditions as detailed and stipulated in the manufacturers warranty.

10. Client's Disclaimer

- 10.1 The Client hereby disclaims any right to rescind, or cancel the contract or to sue for damages or to claim restitution arising out of any misrepresentation made to him by any servant or agent of Papa and the Client acknowledges that he buys the Services relying solely upon his own skill and judgement.

11. Intellectual Property

- 11.1 Notwithstanding anything herein, the Intellectual Property Rights in Papa's Materials and

Papa's Routines do not vest in the Client and there is no assignment of the Intellectual Property Rights in Papa's Materials or Papa's Routines to the Client. Papa hereby grants to the Client an irrevocable, non-exclusive and non-transferable licence to use and reproduce Papa's Materials and Papa's Routines for the purposes of this agreement only.

- 11.2 The Client warrants that all designs or instructions to Papa will not cause Papa to infringe any patent, registered design or trademark in the execution of the Clients order.

- 11.3 Where Papa has provided photographic or graphical (digital or otherwise) images for the Client, at Papa's sole discretion any such images may be subject to ongoing licence payments for use of such images. The period of any such licence is determined by Papa from time to time.

- 11.4 The Client undertakes to acknowledge Papa's Intellectual Property in the event that images of the Services are utilised in advertising or marketing material by the Client.

- 11.5 The Client hereby authorises Papa to utilise images of the Services in advertising, marketing, or competition material by Papa.

12. Default and Consequences of Default

- 12.1 Interest on overdue invoices shall accrue from the date when payment becomes due daily until the date of payment at a rate of 2.5% compounding per calendar month and shall accrue at such a rate after as well as before any judgement.

- 12.2 In the event that the Client's payment is dishonoured for any reason the Client shall be liable for any dishonour fees incurred by Papa.

- 12.3 If the Client defaults in payment of any invoice when due, the Client shall indemnify Papa from and against all Papa's costs and disbursements including on a solicitor and own Client basis and in addition all of Papa's nominee's costs of collection.

- 12.4 Without prejudice to any other remedies Papa may have, if at any time the Client is in breach of any obligation (including those relating to payment), Papa may suspend or terminate the supply of Services to the Client and any of its other obligations under the terms and conditions. Papa will not be liable to the Client for any loss or damage the Client suffers because Papa exercised its rights under this clause.

- 12.5 If any account remains unpaid at the end of the second month after supply of the Services an immediate amount of the greater of \$20.00 or 10.00% of the amount overdue shall be levied for administration fees which sum shall become immediately due and payable in addition to the interest payable under clause hereof.

- 12.6 In the event that:

- (a) any money payable to Papa becomes overdue, or in Papa's opinion the Client will be unable to meet its payments as they fall due; or
- (b) the Client becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or

- (c) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Client or any asset of the Client;
- then notwithstanding to Papa's other remedies at law:

- (i) Papa shall be entitled to cancel all or any part of any order of the Client which remains unperformed in addition to and without prejudice to any other remedies; and
- (ii) all amounts owing to Papa shall, whether or not due for payment, immediately become payable.

13. Title

- 13.1 It is the intention of Papa and agreed by the Client that property in the Materials shall not pass until:

- (a) The Client has paid all amounts owing for the particular Materials, and
- (b) The Client has met all other obligations due by the Client to Papa in respect of all contracts between Papa and the Client, and that where practicable the Materials shall be kept separate until Papa shall have received payment and all other obligations of the Client are met.

- 13.2 Receipt by Papa of any form of payment other than cash shall not be deemed to be payment until that form of payment has been honoured, cleared or recognised and until then Papa's ownership of rights in respect of the Materials shall continue.

- 13.3 It is further agreed that:

- (a) until such time as ownership of the Materials shall pass from Papa to the Client Papa may give notice in writing to the Client to return the Materials or any of them to Papa. Upon such notice the rights of the Client to obtain ownership or any other interest in the Materials shall cease.

- (b) Papa shall have the right of stopping the Materials in transit whether or not delivery has been made; and
- (c) if the Client fails to return the Materials to Papa then Papa or Papa's agent may enter upon and into land and premises owned, occupied or used by the Client, or any premises as the invitee of the Client, where the Materials are situated and take possession of the Materials.

- (d) The Client is only a bailee of the Materials and until such time as Papa has received payment in full for the Materials then the Client shall hold any proceeds from the sale or disposal of the Materials on trust for Papa.

- (e) The Client shall not deal with the money of Papa in any way which may be adverse to Papa.
- (f) The Client shall not charge the Materials in any way nor grant nor otherwise give any interest in the Materials while they remain the property of Papa.

- (g) Papa may require payment of the Price or the balance of the Price due together with any other amounts due from the Client to Papa arising out of these terms and conditions, and Papa may take any lawful steps to require payment of the amounts due and the Price.

- (h) Papa can issue proceedings to recover the Price of the Materials sold notwithstanding that ownership of the Materials may not have passed to the Client.

- (i) until such time that ownership in the Materials passes to the Client, if the Materials are so converted, the parties agree that Papa will be the owner of the end products.

14. Security and Charge

- 14.1 Despite anything to the contrary contained herein or any other rights which Papa may have however:

- (a) where the Client and/or the Guarantor (if any) is the owner of land, realty or any other asset capable of being charged, both the Client and/or the Guarantor agree to mortgage and/or charge all of their joint and/or several interest in the said land, realty or any other asset to Papa or Papa's nominee to secure all amounts and other monetary obligations payable under the terms and conditions. The Client and/or the Guarantor acknowledge and agree that Papa (or Papa's nominee) shall be entitled to lodge where appropriate a caveat, which caveat shall be released once all payments and other monetary obligations payable hereunder have been met.

- (b) should Papa elect to proceed in any manner in accordance with this clause and/or its sub-clauses, the Client and/or Guarantor shall indemnify Papa from and against all Papa's costs and disbursements including legal costs on a solicitor and own client basis.

- (c) to give effect to the provisions of clause [and] inclusive hereof the Client and/or the Guarantor (if any) do hereby irrevocably nominate constitute and appoint Papa or Papa's nominee as the Client's and/or Guarantor's true and lawful attorney to execute mortgages and charges (whether registrable or not) including such other terms and conditions as Papa and/or Papa's nominee shall think fit in his/her/its/their absolute discretion against the joint and/or several interest of the Client and/or the Guarantor in any land, realty or asset in favour of Papa and in the Client's and/or Guarantor's name as may be necessary to secure the said Client's and/or Guarantor's obligations and indebtedness to Papa and further to do and perform all necessary and other acts including instituting any necessary legal proceedings, and further to execute all or any documents in Papa's absolute discretion which may be necessary or advantageous to give effect to the provisions of this clause.

15. Cancellation

- 15.1 Papa may cancel these terms and conditions or cancel delivery of Services at any time before the Services are delivered by giving written notice. Papa shall not be liable for any loss or damage whatever arising from such cancellation.

- 15.2 At Papa's sole discretion the Client may cancel delivery of the Services. In the event that the Client cancels delivery of the Services the Client shall be liable for any costs incurred by Papa (including, but not limited to, any amounts owing for Services already performed and loss of profit) up to the time of cancellation.

- 15.3 Cancellation of orders for Materials made to the Client's specifications will definitely not be accepted.

16. Privacy Act 1988

- 16.1 The Client and/or the Guarantor's agree for Papa to obtain from a credit-reporting agency a credit report containing personal credit information about the Client and Guarantor/s in relation to credit provided by Papa.

- 16.2 The Client and/or the Guarantor's agree that Papa may exchange information about Client and Guarantor/s with those credit providers named in the Application for Credit account or named in a consumer credit report issued by a reporting agency for the following purposes:

- (a) to assess an application by Client;
- (b) to notify other credit providers of a default by the Client;
- (c) to exchange information with other credit providers as to the status of this credit account, where the Client is in default with other credit providers; and

- (d) to assess the credit worthiness of Client and/or Guarantor/s.
- 16.3 The Client consents to Papa being given a consumer credit report to collect overdue payment on commercial credit (Section 18K(1)(h) Privacy Act 1988).

- 16.4 The Client agrees that Personal Data provided may be used and retained by Papa for the following purposes and for other purposes as shall be agreed between the Client and Papa or required by law from time to time:

- (a) provision of Services;
- (b) marketing of Services by Papa, its agents or distributors in relation to the Services;
- (c) analysing, verifying and/or checking the Client's credit, payment and/or status in relation to provision of Services;
- (d) processing of any payment instructions, direct debit facilities and/or credit facilities requested by Client; and

- (e) enabling the daily operation of Client's account and/or the collection of amounts outstanding in the Client's account in relation to the Services.

- 16.5 Papa may give information about the Client to a credit reporting agency for the following purposes:

- (a) to obtain a consumer credit report about the Client; and/or
- (b) allow the credit reporting agency to create or maintain a credit information file containing information about the Client.

17. General

- 17.1 If any provision of these terms and conditions shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.

- 17.2 All Services supplied by Papa are subject to the laws of Victoria and are subject to the jurisdiction of the courts of Melbourne. Papa takes no responsibility for changes in the law which affect the Services supplied.

- 17.3 Papa shall be under no liability whatever to the Client for any indirect loss and/or expense (including loss of profit) suffered by the Client arising out of a breach by Papa of these terms and conditions.

- 17.4 In the event of any breach of this contract by Papa the remedies of the Client shall be limited to damages. Under no circumstances shall the liability of Papa exceed the Price of the Services.

- 17.5 The Client shall not be entitled to set off against, or deduct from the Price, any sums owed or claimed to be owed to the Client by Papa nor to withhold payment of any invoice because part of that invoice is in dispute.

- 17.6 Papa may license or sub-contract all or any part of its rights and obligations without the Client's consent.
- 17.7 Papa reserves the right to review these terms and conditions at any time and from time to time. If, following any such review, there is to be any change in such terms and conditions, that change will take effect from the date on which Papa notifies the Client of such change.

- 17.8 Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, storm or other event beyond the reasonable control of either party.

PART II: WEB SITE HOSTING

18. What Papa will do

- 18.1 Papa will, at its sole cost and expense:
- (a) install the Client Materials on Papa's Webserver;
- (b) host the Client Web Site on Papa's Webserver;
- (c) ensure that from the Live Date:

- (i) sufficient capacity is maintained on Papa's Webserver to enable Users access to the Client Web Site in a timely manner;
- (ii) the Client Web Site is accessible to Users in accordance with the Service Levels (subject to reasonable downtime for server maintenance which has been notified to the Client prior to the commencement of the downtime or Web Site Maintenance in accordance with clause 5;

- (d) provide the Client with reasonable access to the Client Web Site to perform maintenance services.

19. What Papa will not do

- 19.1 Papa will not:
- (a) alter or amend, or permit any person to alter or amend the Client's Web Site without the written consent of the Client;
- (b) post or display on the Client's Web Site any advertisement, sponsorship or promotion without the written consent of the Client;

- (c) use any User Data for marketing, referral or other purposes except as expressly authorised by this agreement;
- (d) sub-licence, rent, time-share, lease, lend or grant any rights to use the Client's Web Site; or

- (e) assign, transfer or authorise anyone else to exercise the rights in any licence granted pursuant to this agreement.

20. What the Client will do

- 20.1 The Client will, at its sole cost and expense:
- (a) develop and maintain the Client's Web Site;
- (b) provide the Client's Materials to Papa, in such form as reasonably prescribed by Papa from time to time, and hereby grants Papa a non-exclusive, worldwide, irrevocable licence to use the Client's Materials for the purposes of hosting the Client's Web Site;

- (c) do all things reasonably necessary to enable Papa to host the Client's Web Site on Papa's Webserver;
- (d) ensure that the Client's Materials supplied to Papa do not contain:

- (i) prohibited Content;
- (ii) a Link to any Web Site that contains Prohibited Content; or
- (iii) any viruses, trojan horses, worms, time bombs or any other software program or routine designed for or capable of interfering with the operation of the Hosting Services;

21. What the Client will not do

- 21.1 The Client will not do anything that prevents or hinders Papa from providing hosting services to any other person.

PART III: DEVELOPMENT OF THE WEB SITE

22. What Papa will do

- 22.1 Upon approval of the Specifications and Quotation in accordance with this agreement, Papa will:
- (a) use its best endeavours to develop the Web Site in accordance with the Development Stages; and
- (b) to the extent specified in the Specifications, negotiate and procure Third Party Agreements on behalf of the Client.

23. What the Client will do

- 23.1 The Client will, in addition to any other obligations expressed in this agreement, have the following responsibilities:
- (a) provision of all data to be incorporated into the Web Site;
- (b) provision of logos, designs, graphic and related materials to be incorporated into the Web Site; and

- (c) provision of any other information, ideas or suggestions which are to be expressly considered by Papa in developing the Web Site.

- 23.2 The Client will ensure that Papa is given such information and assistance as Papa reasonably requires to enable it to construct and maintain the Web Site.
- 23.3 Papa will not be responsible for, and accepts no liability for, any deficiency or alleged deficiency in the Web Site which is attributable to:

- (a) incorrect information provided by the Client, either pursuant to this clause or otherwise; or
- (b) failure by the Client to provide relevant information, either pursuant to this clause or otherwise; or

- (c) any third party Materials used by Papa in creation of the Web Site.

24. Maintenance

- 24.1 Subject to Clause 5, Papa will provide the Maintenance Services in accordance with the maintenance terms set out in Papa's Maintenance schedule.
- 24.2 The Client will procure all necessary authorisations, licences and consents to enable Papa to have access to the Web Site in order to provide the Maintenance Services.