Meena Vishwana v Fiona Frame trading as Fantastic Florists
Case Number SC20xx/766
In the Local Court at Blacktown
Statement of Meena Vishwana

I, Meena Vishwana, of 12/32 Campbell St Blacktown NSW 2148, self-employed IT consultant, state:

1. I am the plaintiff.

2. I have my own business as an IT consultant to small businesses.

3. On 14 April 20xx I got a telephone call from Fiona Frame. She said "I am looking for someone to build and maintain a website for my shop, and also to do general computer maintenance and troubleshooting". I said "We should have a meeting to discuss what you want in more detail and then I can give you a quote".

4. On 20 April 20xx I went to Fiona Frame's shop, Fantastic Florists in the mall at Blacktown, and talked with her for about an hour. Fiona's employee, Sally Fishwick, was also in the shop. Fiona explained that she was planning to extend her product range to hampers as well as flowers, and to set up a website so that customers could order and pay online. Fiona also said that she didn't know much about computers and had been struggling with her system.

5. I told Fiona "I will charge $4,000 to build the website and I have capacity to work for 20 hours a month for the next three months. I will also review your hardware and software needs and make recommendations". I also said that while I was doing this work she could call or email me about any computer questions or problems she had. We agreed that after three months we would renegotiate the arrangement.

6. Fiona said "That sounds like just what I need. When can you start?" I said "I will send you a letter confirming our agreement, and I can start from May". A copy of my letter to Fiona Frame dated 23 April 20xx confirming our agreement is attached and marked with the letter A.

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7. During May, June and July 20xx I developed a website and secure payment system for Fantastic Florists. At each stage of the development I discussed options with Fiona Frame and she told me what she wanted. The website was ready for testing in late July 20xx and went live in the first week of August.

8. While I was working on the website I regularly got emails and telephone calls from Fiona Frame asking for help, especially with her accounting software. I made an electronic diary entry every time Fiona Frame contacted me for help. A printout of these diary entries is attached and marked B. I would always respond to these requests for help, but if I was busy it sometimes took me two or three days to respond.

9. I also reviewed Fiona Frame's existing system and software, and discussed her business needs with her and also with Sally Fishwick. I then made recommendations for system and software upgrades and training and gave these to Fiona Frame on 2 August 20xx.

10. On 10 August 20xx I prepared and sent an invoice to Fiona Frame for the work I did in May, June and July 20xx. The invoice was for $4,000, and allowed 30 days for payment. A copy of the invoice is attached and marked C.

11. By the end of September 20xx Fiona Frame had not paid the invoice, so on 15 October 20xx I sent her a reminder letter. I sent a second reminder letter on 2 November 20xx. The invoice has still not been paid.

12. Generative artificial intelligence was not used to generate this witness statement or any attachments to this witness statement for the purposes of these proceedings.

Signed: ***M. Vishwana***

Dated: 20 February 20xx

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