

This document defines the terms & conditions of our working relationship. Unless otherwise agreed in writing by both parties, the terms stated herein will apply from acceptance of the quotation.

The “Client” referred to herein means a person or entity requesting the Services.

1. General

1.1 Goods, services and intellectual property remain the property of B Directory as to such time as paid in full.

2. Payment Terms

2.1 All prices quoted exclude GST.

2.2 One off services will be invoiced after the provision of same. Payment terms are strictly 7 days from date of invoice.

2.3 For subscription services, payment of each instalment shall be made by credit card fortnightly, in advance.

2.4 Request for cancellation of services must be made one month in advance of the cancellation date.

2.5 In the case of payment default, B Directory reserves the right to withdraw services provided and shall not be liable for any losses (including loss of projected profits), costs or claims caused by such actions.

2.6 If any indications of inability for the client to complete payment arise prior to completion of works, B Directory reserves the right to seek outstanding monies prior to delivery of same.

2.7 Any costs associated with recovery of unpaid monies will be charged direct to the Client should a default of payment occur.

2.8 Should the client be uncontactable for 30 days the services will be deemed as cancelled and fees charged as per 2.8.

2.9 Changes in scope will require a new project brief and quote.

2.10 Invoices issued by B Directory – ABN 28 252 992 154

3. Subcontractors

3.1 B Directory reserves the right to assign subcontractors or external suppliers. Any subcontractors or external suppliers will be bound to the terms of this agreement.

4. Promotion

4.1 The Client agrees to allow B Directory to link to the completed website in their collection of works completed.

5. Copyright

5.1 The Client is responsible for all trademark, service mark, copyright and patent infringement clearances

and indemnifies B Directory against any loss or damage incurred directly or indirectly from any unauthorised use of photographs, text or other intellectual property not under copyright ownership of the client.

6. Force Majeure

6.1 B Directory shall not be deemed in breach of this agreement if they are unable to complete the services or any portion thereof by conditions beyond their control, including, but not limited to, Acts of God, Government Restrictions or any other events beyond the reasonable control of B Directory (a Force Majeure Event). Upon occurrence of a Force Majeure Event B Directory shall give notice to the Client of its inability to perform or delay in completion of the project and shall propose revisions for the same.

7. Liability

7.1 All liability, warranty, legal or other claims are limited to the value of the work.

7.2 The Client agrees that they shall not hold B Directory liable for any losses (including loss of projected profits), costs or claims caused by website mistakes or omissions, or by failure of certain material to appear on the internet on a given date. This includes loss of data resulting from delays and/or service interruptions by associated companies or third-party delays including domain names, FTP and web hosting.