

- * Website Development
- * Web Hosting
- * Domain Names
- * Social Media Marketing
- * Secure Email Systems
- * Ecommerce Systems
- * Firewalls/VPN's/Intranets
- * Internet Security

Our terms and conditions

Unless the customer has another valid agreement with North Coast Internet or its suppliers which terms apply to the specific service purchased from them or unless other additional terms are specified on any proposal for a specific service, the following terms and conditions of service (terms) (with any additional terms if so specified) will apply and govern all sales of North Coast Internet services. Any dispute that may arise between you and North Coast Internet will be governed by the law of New South Wales. You agree to submit to the non-exclusive jurisdiction of its courts.

Payment

Unless otherwise agreed, the client will be charged 50% of the project total at engagement, which they have 7 days in total to pay. Final payment of the remaining 50% is required within 7 days of the completion of the agreement. Completion is defined according to the terms of the specific engagement. You agree to pay any fees owing to North Coast Internet in Australian currency at exchange rates current at time of payment. Payment must be in the manner prescribed on the invoice.

Prices are exclusive of GST. We reserve the right to withhold access to your website or hosting account until payment for any unpaid services has been made in full. Final prices for services will be fixed at the time North Coast Internet sends out the invoice for services. You must notify North Coast Internet promptly of any errors or omissions of any kind contained in the invoice. North Coast Internet reserves the right to correct the price prior to payment where there has been a typographical error or other error in the price, or where additional services have been provided to the client.

Payments must be made within 7 days, or as per the payment terms written on the invoice, whichever is the earlier. After the expiration of the term days, all unpaid balances relating to that invoice will attract a late payment fee of either 10% of net outstanding amount calculated monthly. This late payment fee is compounded and payable monthly. North Coast Internet reserves the right to alter this fee in the future.

North Coast Internet reserves the right to terminate services and/or pursue legal action if full payment is not received for invoices within 30 days of issue. The customer agrees that each order it places will be and be deemed to be a representation by it at that time that it is solvent and able to pay all its debts as and when they fall due.

Credit

The client irrevocably authorises North Coast Internet, its servants and agents to make such enquiries as it deems necessary to investigate the credit worthiness of the client from time to time, including the making of enquiries with persons nominated as trade references, the bankers of the client, any other credit provider or a credit reporting agency. The client hereby authorises the information sources to disclose to North Coast Internet such information concerning the client which is within their possession and which is requested by North Coast Internet. The client agrees that the information provided on any credit application concerning the client may be disclosed to a credit reporting agency or any other interested person. If North Coast Internet, from time to time, grants any credit facility or nominates any credit limit, North Coast Internet can vary or withdraw such credit facility or limit at any time at its complete discretion and without any liability whatsoever to the customer or any party claiming through the customer.

Termination of a web development agreement

Either party may terminate an agreement for web development by giving 7 days notice in writing to the other party, if any of the following occurs: The other party commits a breach of these terms which is not rectifiable. The other party fails to rectify a breach of this agreement which is rectifiable for 7 days after receiving a written notice from a party specifying the breach and requiring the other party to rectify it. Should such a termination arise, that is at the request of the client, any monies paid to North Coast Internet in accordance with this agreement shall not be fully refunded to the client. North Coast Internet will refund the deposit amount less costs for any work (including engagement costs) that we have performed up to the time the refund is requested. In the event of any termination of the agreement by North Coast Internet, payment by the client for completed development work that has been successfully delivered as per the project plan will be required. This will include but not be limited to wire frames, specifications, documentation, creative design and project management. Payment for work not completed will be refunded in full by North Coast Internet to the client. In the event the termination is initiated by the client, the first (typically 50%) upfront payment will not be fully refunded and any additional work over and above that not included in the first upfront payment, a further payment will be required.

Termination of hosting and other services agreements

The client must provide 1 months notice to North Coast Internet in the form consistent with these Terms to terminate the services provided by North Coast Internet. Upon termination, no termination fees will be liable apart from any unpaid invoices for additional services provided. Early termination of your annual web hosting agreement will not result in clients being renumerated for any credit for the portion of the agreement remaining.

Limitation of liability

North Coast Internet will not be liable in any event in any way whatsoever for any contingent, consequential, direct, indirect, special or punitive damage arising in any way whatsoever in relation to the products and the client acknowledges this express limit of liability and agrees to limit any claim accordingly. Any term, condition, agreement, warranty, representation or understanding whatsoever, whether express or implied, in any way extending to or otherwise relating to or binding upon North Coast Internet, other than these Terms, is hereby expressly negated and excluded.

Hardware liability

Title to and risk of hardware products is the responsibility of the customer from the point of dispatch. Liability for bundled software products or pre-North Coast Internet software packages remains in effect as per the standard North Coast Internet terms and conditions for software-based products and services. In cases where North Coast Internet is acting in a channel or sales only capacity, and no handling of hardware has occurred by North Coast Internet, liability is transferred to the manufacturer or group responsible for dispatch. In such cases the customer agrees not to hold North Coast Internet liable for any equipment damage or defect. The customer understands and agrees that the final purchase forms a contract for warranty and liability with the hardware manufacturer and/or their distributors, not North Coast Internet. As such the customer agrees to hold North Coast Internet immune to any resulting warranty claims, damage or loss.

Online services liability

North Coast Internet will make every reasonable effort to ensure quality and security in the delivery of its online services. This involves the regular review and auditing of our handling and distribution processes. Additionally, we will ensure that security methods are as comprehensive and controlled as reasonably possible. There are, however, some circumstances under which North Coast Internet cannot extend this control. In such cases the customer agrees to hold North Coast Internet and its representative immune to any liability or damage that may arise.

These circumstances include but are not limited to: A deliberate and successful attack upon North Coast Internet security or data storage facilities resulting in data loss, partial corruption, electronic virus transmission through our systems or exposure of customer information. An illegal or malicious act that results in data loss, electronic virus transmission through our systems or exposure of customer information. Any accident outside North Coast Internet's reasonable control that results in data loss, electronic virus transmission through our systems or exposure of customer information. Any act of war, act of terrorism, civil disturbance, natural event or legal enforcement that negatively impacts the customer's dealings with North Coast Internet.

Third party negligence that results in data loss, electronic virus transmission through our systems or exposure of customer information. Any violation of a customer's privately held third party contracts or agreements. Any uncontrollable system failure that results in data loss, electronic virus transmission through our systems or exposure of customer information. Any act that through dealing with the customer unknowingly associates North Coast Internet with an illegal outcome, as defined under current Australian law. North Coast Internet will test and review all developments to ensure the highest possible standard of quality control. We will take every reasonable effort to ensure the product you receive is the one that matches your requirements. In the case of web sites and other web-based applications North Coast Internet will warrant all work for a period of 45 days after handover in a staging environment. In the event that a product is defective or does not function according to specification North Coast Internet will promptly rectify the problem. Our focus is on ensuring you receive the best possible experience and gain maximum benefit from your purchase, and we will make every reasonable effort to help you do so. The customer agrees that all out of scope work requested will be paid for over and above the price quoted.

Obligations

North Coast Internet will carry out all development, installation and maintenance work under any agreement in a professional and responsible way. It will only use the services of people who have the required ability and expertise. It will ensure that the work is appropriate for achieving the results expected by the client. We will not subcontract or otherwise arrange for another person or entity to perform any part of the work that is required to be done under any agreement without the written consent of the client.

Warranties, indemnity etc

North Coast Internet warrants each of the following: Our services will not infringe the Intellectual Property Rights of any third party. All materials supplied by North Coast Internet are free of any lien or encumbrance, and their use by the client will not infringe the Intellectual Property Rights of any third party. We perform our obligations under all agreements entered by an authorised person on behalf of North Coast Internet.

We have evaluated the technical aspects of the specifications and have the technical expertise and resources to develop, install and maintain the services offered. The Client warrants each of the following: That the payment information provided to North Coast Internet, including but not limited to billing address or credit card details, is true and accurate.

Restraint of trade

It shall be a condition of the contract that the parties there to undertake for the duration of the project and for twelve months after its termination not, without the written consent of the other, to permit employment by itself or any associated person or company of former employee of the other who shall have taken part in the performance of this project.

Confidentiality and intellectual property

A party must not use or copy the other party's confidential information for any purpose except for the purpose of this agreement. It must ensure that none of its officers, employees or agents does anything that, if the party did it, would breach this clause. A party must take reasonable precautions to prevent any of the other party's confidential information from being disclosed to a third party. A party must not disclose any of the other party's confidential information unless one or more of the following applies: The disclosure is necessary in connection with performing obligations under this agreement or under another agreement between the parties. The disclosure is required by law. The disclosure is reasonably made to a professional legal advisor or professional auditor. The other party consents in writing to the disclosure. North Coast Internet agree to provide, at the request of the Client, a written undertaking not to disclose the Client's confidential information. North Coast Internet will ensure that this undertaking is given promptly and, in the form, specified by the Client. The Client owns or is the licensee of any content provided to North Coast Internet in connection with the performance of this agreement.

Disclaimers and third-party policy

Any North Coast Internet specified warranties, disclaimers or third-party policies associated with your purchase are deemed to be in effect at all times. In the event a third-party policy appears to contradict a North Coast Internet policy, you must not make assumptions about the policy intention or which condition has supremacy. In this case you must contact North Coast Internet for clarification. You agree to abide by these terms at all times. You agree to hold North Coast Internet immune to any liability or damage you may suffer from third party policy, negligence or action.

Technical support services

All standard and enterprise support services that do not include a direct onsite delivery, are 'best effort' services. This means that North Coast Internet will make every reasonable effort to provide timely, accurate and helpful support advice. Free support programs are limited to advice concerning our product range. Issues that move significantly into areas such as operating system support or hardware support will generally be refereed back to your appropriate supplier. Because North Coast Internet personnel are not present at your location at the time the support advice is given, we do not have direct control or confirmation that our instructions are being carried out exactly as prescribed. For this reason, North Coast Internet accepts no liability, expressed or implied, for any damages that may arise from such advice or any subsequent action you may choose to take as a result of your interpretation of our technical advice.

The decision to act upon our technical advice, how our advice is interpreted and how it is ultimately implemented, is the final responsibility of the customer. In purchasing any product from North Coast Internet or accepting any remote offsite support, the customer agrees to these conditions and agrees to hold North Coast Internet immune to any damage that may occur as a result of such advice. Onsite support, including training, carries some degree of liability. North Coast Internet accepts responsibility for advice given when directly onsite and, in such circumstances, where the customer has made North Coast Internet aware of all relevant issues.

In such cases North Coast Internet limits its financial responsibility to the cost of replacement of any software-based component that may fail in the implementation of any support action. Hardware failures are not covered by this extension of liability, except in cases when liability is clearly implied by Australian federal law. Laws of all other countries, states or territories are rescinded in such cases and the customer agrees to abide by these terms in accepting any onsite support services from North Coast Internet.

Severability

Any covenant or agreement herein, being a whole clause or part of a clause, will be capable of severance without affecting any other of these Terms.

Defaults

In the event of any default or breach hereof by the client, North Coast Internet may retain all monies paid on account of products and/or cease further deliveries and recover from the client any loss of profits arising there from and/or at its discretion take immediate possession of any product not paid for without prejudice to any other rights of North Coast Internet, without the client being liable in any way to any party whatsoever.

Recovery costs

The customer will pay to the supplier the costs and expenses incurred by it or its solicitors, legal advisers, mercantile agents or other parties acting on the supplier's behalf in respect of any action or attempted action instituted or being considered against the customer, whether for debt, possession of the products or otherwise.

Notice

The customer agrees that it will be deemed to have notice of any change to these Terms immediately when they are adopted by North Coast Internet and posted on our web site. North Coast Internet will use best endeavours to notify our customers of any significant changes to the Terms.

How to contact us

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