

Any plans, services or extra options tailored to individual clients (all of which are collectively termed Services), are subject to the following terms and conditions –

1. Definitions

In these conditions unless the context otherwise requires:

- GO means Get Online which is a subsidiary of Chris Rankin & Associates (ABN 56 134 852 494).
- Buyer means the person, or company buying the services from GO.
- Service/s mean the products and/or services being purchased by the Buyer from GO.
- Contract means the contract between the GO and the Buyer for the purchase of the Services.
- Contract price means the price of the Service as agreed between the Buyer and GO.
- Date of the contract means -
 - i) where the contract arises from a quotation given by GO, the date the Buyer notifies the GO of acceptance of the quotation by the Buyer; or
 - ii) where, in the absence of a Quotation, the contract arises from a request, order or instruction (collectively the “order”) by the Buyer to GO, the date of its acknowledgement by GO.
- Quotation shall mean the offered price for named Services only.

2. Quotation

- a) The Buyer may request a Quotation from GO setting out the price and nature of the Services to be supplied. The Buyer may accept the quotation within 7 days (domestic clients) or 30 days (commercial clients) of the date of the Quotation, after which time the Quotation lapses.
- b) The Quotation is an estimate of the services required by the Buyer at the time of its creation and is subject to variation where there has been an increase or decrease in product costs to GO or there has been a variation in circumstances which were unforeseen at the creation of the quotation and not taken into account when assessing the extent and cost of the job.
- c) The Buyer is advised that quoted cost may increase if additional work is required because Buyer does not meet stated deadlines for return of information or approvals required as part of the established procedure for the timely provision of the services.

3. Acceptance

Acceptance by the Buyer of these terms and conditions governing the supply of the Services will be evidenced i) by the Buyer signing and returning the Quotation to GO, ii) by Buyer indicating acceptance in a letter or email to the relevant address provided by GO, iii) by the Buyer giving GO a verbal acceptance of the Quotation or, in the absence of a quotation, by an order from the Buyer to GO to commence supply of the Services. Upon acceptance of the Quotation by the Buyer, these terms and conditions are definitive and binding.

4. Terms and Conditions

These terms and conditions and any subsequent terms and conditions issued by GO shall apply to all orders for the Services made by the Buyer after the date and time at which these conditions are first delivered or sent by email or facsimile to the Buyer or the Buyer is advised of the existence of these conditions on the GO's website and accordingly any Quotation acceptance or order made by the Buyer after the date and time described above in this clause shall be deemed to be an acceptance of these conditions.

5. Price

- a) The Price shall be as indicated on invoices provided by GO to the Buyer in respect of Services supplied; or, for Services provided in the absence of a Quotation, GO's current Price at the date of delivery of any Service.
- b) Payment of an invoice is required within 7 days of its date. Reimbursement of the cost of supplying products purchased from third parties is payable upon delivery of the products.
- c) GO reserves the right to implement a surcharge for alterations to specifications of products after the order has been placed.
- d) All cost arising from delays in providing the Services which result from the Buyer not providing requested information in a timely manner to enable GO to perform the Services shall be the responsibility of the Buyer.
- e) For Services provided without a Quotation, or for the provision of ongoing Services, work on the Services selected will not commence or will not continue (as the case may be) until payment is received into the nominated bank account. Payment for ongoing Services is required in advance.

6. Content

- a) GO will follow Buyer's instructions in placing material on Buyer's website or social media pages except where to do so will, in the sole opinion of GO, potentially contravene a law or a requirement of the host entity and which could result in prosecution or removal of Buyer's information (which includes words, designs, diagrams, photos, competitions etc.) from the hosted site or both.
- b) Buyer warrants that the information it places on its website or social media pages or requires GO to place on its website or social media pages is not defamatory, is not in breach of any intellectual property or copyright or confidentiality restriction with any third party and complies with all applicable laws, regulations and published conditions of the host site.
- c) Buyer will indemnify and hold harmless GO against any breach of this clause 6.

7. Payment

- a) Payment may be made by cash, credit card (Mastercard/VISA only), PayPal, cheque, bank cheque, or by electronic funds transfer to the bank account nominated below. All credit card and PayPal transactions incur a 3% surcharge.
- b) Payment for the provision of ongoing weekly Services must be received one week in advance, and payment for the provision of ongoing monthly Services must be received one month in advance.
- c) Where an interim invoice has been provided and payment not received within 7 days, or reimbursement of the cost of supplying products purchased from third parties has not been paid upon delivery of the products, or payment has not been received in advance for ongoing Services, GO may cease supply of the Service until payment is received. This is without prejudice to any other remedy for payment that GO may pursue.
- d) The Buyer acknowledges that invoiced amounts that remain unpaid after 7 days (or such other period as agreed in writing) of the date of an invoice will attract interest at the rate of 20% and are recoverable from the Buyer as a debt.
- e) Where invoices remain unpaid after 7 days from their date or GO believes the Buyer is unable to meet its debts as and when they fall due, GO shall be entitled to cancel all or any part of any order of the Buyer that remains unperformed and all amounts owing to GO shall, whether or not due for payment, immediately become payable.
- f) GO will not be liable to the Buyer for any loss or damage the Buyer suffers because GO exercised its rights under this clause.

8. Reservation of title and the Personal Property Securities Act 1999.

- a) Ownership and title of any goods supplied by GO remains with GO until the purchased price and all other monies owing by the Buyer, under the contract or any other contract to GO, have been paid in full.
- b) The Contract constitutes a security interest in the goods supplied by GO to the Buyer for the purposes of the Personal Property Securities Act 1999 as security for payment by the Buyer of all amounts due under the Contract, including any future amounts.
- c) The Buyer agrees to treat the security interest in the goods as a continuing and subsisting security with priority over a registered general security interest and any unsecured creditors, regardless of whether the goods have become fixtures at any time before payment has been made for them.

9. Dispute resolution

GO will endeavour to resolve any dispute between the Buyer and itself without the need for Court proceedings. Any such attempt is without legal prejudice.

10. Warranty

GO warrants that it will repair or make good any defects in the Services supplied if written notice of any such defect is received by GO within thirty (30) days from the date the Services were completed.

11. Liability

GO shall not be liable for any loss of any kind whatsoever suffered by the Buyer as a result of any breach of any of GO's obligations under the contract, including any cancellation of the contract or any negligence on the part of GO, its servants, agents or contractors, nor shall GO be liable for any loss, damage or injury caused to the Buyer's servants, agents, contractors, buyers, visitors, tenants, trespassers or other persons. The Buyer shall indemnify GO against any claim by any such person.

12. Acknowledgement

The Buyer acknowledges receiving notification of the existence of these Terms and Conditions of Trade and receiving, reading, understanding and accepting these Terms and Conditions of Trade prior to commencement of the Service by GO.

13. Nominated Bank Account

Bank	Commsec
BSB	067-167
Account No	1146-5852
Name	Chris Rankin & Associates Pty Ltd

Chris Rankin & Associates Pty Ltd

PO Box 2741

Bendigo DC

Vic 3554

February 2016