

Terms & conditions

E Media Group Pty Ltd Terms and Conditions

Definitions

In these terms and conditions, unless the context otherwise requires:

Australian Consumer Law -	means schedule 2 of the Competition and Consumer Act 2010 (Cth) and any equivalent state or territory legislation.
Consequential Loss -	means any loss, damage or costs incurred by a party or any other person that is indirect or consequential, as well as loss of revenue; loss of income; loss of business; loss of profits; loss of production; loss of or damage to goodwill or credit; loss of business reputation, future reputation or publicity; loss of use; loss of interest; losses arising from claims by third parties; loss of or damage to credit rating; loss of anticipated savings and/or loss or denial of opportunity.
Consumer Guarantee -	means a right or guarantee You may have under the Australian Consumer Law or other rights in relation to the supply of goods or services (such as terms implied into a contract) that cannot lawfully be excluded.
Contract -	means the contract for the supply of services between Us and You consisting of the Order Form and these terms and conditions.
Initial Term -	means the initial term of the Contract described on the Order Form.
Notice -	means a written notice given in accordance with clause 7.
Order Form -	means the request for Services made by You and accepted by Us.
Packages -	Packages offered by Us that includes Search Engine Optimisation services(SEO), adwords , GMB Seo, Web Design or any other of our packages.
Price -	means: (a) the Price for the Packages as published by Us on the Website from time to time; or (b) if any other amount is agreed in writing between You and Us, then that amount.
Services -	means the services to be supplied by Us to You as described in the Order Form.
Term -	means the Initial Term or any subsequent Contract Term pursuant to any renewal of the Contract.
We, Us or Our -	means E Media Group Pty Ltd as trustee for the E Media Group Trading Trust (ABN 21 426 486 497)
Website -	means the website at www.searchitlocal.com.au
You or Your -	means the person or company described as the client on the Order Form.

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Application of terms

The Contract applies to all services supplied by Us to You. The terms of the Contract may only be varied by written agreement between Us and You.

Term, renewal and termination

If the Services include a any of our Packages, unless You give Us prior Notice, at the end of the Initial Term and each subsequent Term the Contract will automatically renew for a further Term of the fixed period in the order form unless agreed otherwise between You and Us.

You may tell Us that You do not want to renew the Contract or that You want to change Your Package by giving us Notice at any time. Such changes will take effect as follows:

in the case of Notice that You do not want to renew, the Contract will terminate at the end of the then current Term;

in the case of a change of Package that reduces the total amount of Services, the change will be effective upon renewal of the Contract for the next Term unless agreed otherwise between You and Us; and
in the case of a change of Package that increases the total amount of Services, the change will be effective upon renewal of the Contract for the next Term unless agreed otherwise between You and Us.

We may tell You that we do not want to renew Your Contract or that We want to change the Services we provide to You by giving You at least 30 days Notice. Such changes will take effect as follows:

in the case of Notice that We do not want to renew, the Contract will terminate at the end of the then current Term;

in the case of a change of Package that reduces the total amount of Services, the change will be effective upon renewal of the Contract for the next Term; and

in the case of a change of Package that increases the total amount of Services, unless set out otherwise in the Notice, the change will be effective immediately.

Price and Payment

You must pay the Price that is current at the beginning of each Term in advance at the beginning of each Term by direct debit. You are required to enter into an agreement for this with Our nominated payment processor.

We may change our Prices and such Price change will be effective upon renewal of the Contract for the next Term. We will provide You with at least 30 days Notice of any Price changes that affect the Services supplied under this Contract. If You do not accept the Price changes, You may give us Notice that You do not wish to renew the Contract pursuant to clause 3.3.

Goods and Services Tax (GST)

Words or expressions used in this clause that are defined in A New Tax System (Goods and Services Tax) Act 1999 (GST Act) have the same meaning given to them in that Act.

Unless otherwise stated, any amount specified in the Contract as the consideration payable for any taxable supply includes any GST payable in respect of that supply.

Each party agrees to do all things, including providing valid tax invoices and other documentation that may be necessary or desirable to enable or assist the other party to claim any input tax credit, adjustment or refund in relation to any amount of GST paid or payable in respect of any supply made under or in connection with this Contract.

If a third party makes a taxable supply and this Contract requires a party to this Contract (the payer) to pay for, reimburse or contribute to (pay) any expense or liability incurred by the other party to that third party for that taxable supply, the amount the payer must pay will be the amount of the expense or liability plus the amount of any GST payable in respect thereof but reduced by the amount of any input tax credit to which the other party is entitled in respect of the expense or liability.

If an adjustment event arises in relation to a taxable supply made by a Supplier under this Contract, the amount paid or payable by the Recipient pursuant to clause 4.1 will be amended to reflect this and a payment will be made by the Recipient to the Supplier or vice versa as the case may be.

This clause 5 does not merge on completion and will continue to apply after expiration or termination of this Contract.

Your Obligations

You must respond in a timely manner to all reasonable requests made by Us in relation to the provision of the Services. These include giving Us ongoing access to Your website, Your Google account and any other online accounts that are relevant to the Services.

Notices

You may give Us Notice by email at renewals@searchitlocal.com.au.

We may give a Notice to You by email to the email address nominated on the Order Form. Unless proven otherwise emails (including any attachment) are deemed to have been delivered at the time the email is sent unless We receive a notification of delivery failure within 24 hours.

CONSUMER LAW, WARRANTIES AND LIMITATION OF LIABILITY AND DISCLAIMERS

ACL: Certain legislation including the Australian Consumer Law (ACL) in the Competition and Consumer Act 2010 (Cth) and similar consumer protection laws and regulations may confer you with rights, warranties, guarantees and remedies relating to the provision of services by us to you which cannot be excluded, restricted or modified (Statutory Rights).

Services: If you are a consumer as defined in the ACL, the following notice applies to you: "Our services come with warranties and guarantees that cannot be excluded under the Australian Consumer Law (Consumer Guarantees). You are entitled to have the services remedied if they are not rendered with due care and skill or they are not fit for purpose and the failure does not amount to a major failure. To the extent we are able to exclude liability, our total liability for loss or damage you suffer or incur from our Services is limited to us resupplying the Services or, at our option refunding you the amount you have paid us for the Services to which your claim relates."

Nothing in these Terms excludes your Statutory Rights as a consumer under the ACL. You agree that our liability for services provided to a person or entity defined as a "consumer" under the ACL is governed solely by the ACL and these Terms. We exclude all conditions and warranties implied by custom, law or statute except for your Statutory Rights.

Delay: Where the provision of Services depends on your information or response, we have no liability for a failure to perform the Services in the period set out in the Proposal where it is affected by your delay in response, or supply of incomplete or incorrect information.

Warranties: Except for your Statutory Rights, we expressly exclude all express and implied warranties, representations and guarantees and all material and work is provided to you without warranties, representations and guarantees of any kind, either express or implied, including but not limited to implied warranties of fitness for a particular purpose or that search engine optimisation will generate any increase in sales, business activity, profits, ranking or any other form of improvement for your business.

To the extent permitted by law, our total liability arising out of or in connection with the services or these Terms, however arising, including under contract, tort (including negligence), in equity, under statute or otherwise, will not exceed the total price paid by you for the purchase of the services under these Sales Terms.

This clause 8 will survive termination of these Sales Terms.

Costs

If You default in performing Your obligations under the Contract and We incur expenses in enforcing our rights (for example and without limitation, expenses incurred by Us in recovering any moneys owed by You to Us), You must pay those expenses to Us on demand, including all legal costs on a full indemnity basis.

Unanticipated events

We may cancel or suspend delivery of any of the Services in the event of any delay or non-performance due directly or indirectly to wars, terrorism, strikes, lockouts, delays or defaults of manufacturers or suppliers, act of God, or any other cause beyond our reasonable control.

General

The Contract constitutes the entire agreement between Us and You for the supply of Services.

The Contract will be governed by the law of New South Wales. Both We and You irrevocably and unconditionally submit to the non-exclusive jurisdiction of the courts of that state.

The invalidity or unenforceability of any provision of the Contract shall not adversely affect the validity or enforceability of the remaining provisions.

Neither Our failure nor Your failure to enforce any term of the Contract constitutes a waiver of such term. Such failure shall in no way affect the right later to enforce such term.

I understand that this agreement is ongoing and will automatically renew for subsequent periods of what is specified in the order form unless I provide notice of my termination of the agreement prior to the expiry of the term. I understand that the price for each term will be automatically debited from my account at the beginning of each term.

Ongoing agreement

I understand that this agreement is ongoing and will automatically renew for subsequent periods of six months unless I provide notice of my termination of the agreement prior to the expiry of the term. I understand that the price for each term will be automatically debited from my account at the beginning of each term.

I have read the Search it Local Terms and Conditions and agree to be bound by them