

## Terms and Conditions ("Terms")

Last updated: May 04, 2016

Please read these Terms and Conditions ("Terms", "Terms and Conditions") carefully before using the <http://www.barkingowldesigns.com.au> website. (the "Service") operated by Barking Owl Designs ("us", "we", or "our").

Your access to and use of the Service is conditioned on your acceptance of and compliance with these Terms. These Terms apply to all visitors, users and others who access or use the Service.

By accessing or using the Service you agree to be bound by these Terms. If you disagree with any part of the terms then you may not access the Service.

### 1. Links to Other Web Sites

1.1 - Our Service may contain links to third-party web sites or services that are not owned or controlled by Barking Owl Designs.

1.2 - Barking Owl Designs has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party web sites or services. You further acknowledge and agree that Barking Owl Designs shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such web sites or services.

1.3 - We strongly advise you to read the terms and conditions and privacy policies of any third-party web sites or services that you visit.

### 2. Termination

2.1 - We may terminate or suspend access to our Service immediately, without prior notice or liability, for any reason whatsoever, including without limitation if you breach the Terms.

2.2 - All provisions of the Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

### 3. Acceptance of Quote

3.1 - Acceptance of the quote will constitute acceptance of the BOD Terms and Conditions. The Buyer warrants that the persons' signatures appearing on this agreement are duly authorised by the Buyer to execute this agreement.

### 4. Payment Terms

4.1 - 30% of quoted works is payable upon acceptance of the quote. Installation and design work will be invoiced upon completion of works with payment terms of 7 days from invoice. The following conditions apply: All accounts are to be settled in full by the due date. Should the Buyer default in the payment of any monies due under this agreement, BOD shall be entitled to charge interest on all amounts not paid by the due date for payment and the Buyer undertakes to pay any interest so charged. Interest will be charged on a daily basis from the due date of payment at 1.5% per month or part thereof.

## **5. Liabilities**

5.1 - Nothing in these terms and conditions will:

- (a) Limit or exclude any liability for death or personal injury resulting from negligence;
- (b) Limit or exclude any liability for fraud or fraudulent misrepresentation;
- (c) Limit any liabilities in any way that is not permitted under applicable law; or
- (d) Exclude any liabilities that may not be excluded under applicable law.

5.2 - Barking Owl Designs is not liable for any loss or damage, including (without limitation) loss of or damage to profits, income, revenue, use, production, anticipated savings, business, contracts, commercial opportunities or goodwill, planned server updates, corrupted(or lost) files (software and databases), website upgrades or failure to meet payment plan.

## **6. Governing Law**

6.1 - These Terms shall be governed and construed in accordance with the laws of South Australia, Australia, without regard to its conflict of law provisions.

6.2 - Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect. These Terms constitute the entire agreement between us regarding our Service, and supersede and replace any prior agreements we might have between us regarding the Service.

## **7. Changes**

7.1 - We reserve the right, at our sole discretion, to modify or replace these Terms at any time. If a revision is material we will try to provide at least a 15 day notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion.

7.2 - By continuing to access or use our Service after those revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, please stop using the Service.

## 8. Breaches of Terms and Conditions

8.1 - If you breach the agreed terms and conditions we may:

Send you one “Formal Warning” (email and mail)

Suspend your account for a specific amount of time

Commence legal action against you, whether for breach of contract or otherwise

Possibly permanently suspend or terminate your account

8.2 - Where we suspend or prohibit or block your access to our website or a part of our website, you must not take any action to circumvent such suspension or prohibition or blocking, including without limitation, copying files, information, databases and other software from your account.

## 9. Contact

If you have any questions about these Terms, please contact us:

[admin@barkingowldesigns.com.au](mailto:admin@barkingowldesigns.com.au)

**By signing this document, you hereby accept and have read the “Terms and Conditions” as well as the “Acceptable Use Policy”**

Client Name \_\_\_\_\_

Signature \_\_\_\_\_