

Terms and Conditions – Sonnucci Enterprises

In our services you are deemed to have read and agreed to the following terms and conditions:

The following terminology applies to these Terms and Conditions, Privacy Statement and Disclaimer Notice and any or all Agreements: "Client", "You" and "Your" refers to you, the person accessing this website and accepting the Company's terms and conditions. "The Company", "Ourselves", "We" and "Us", refers to Sonnucci Enterprises. "Party", "Parties", or "Us", refers to both the Client and ourselves, or either the Client or ourselves. All terms refer to the offer, acceptance and consideration of payment necessary to undertake the process of our assistance to the Client in the most appropriate manner, whether by formal meetings of a fixed duration, or any other means, for the express purpose of meeting the Client's needs in respect of provision of the Company's stated services/products, in accordance with and subject to, prevailing English Law. Any use of the above terminology or other words in the singular, plural, capitalisation and/or he/she or they, are taken as interchangeable and therefore as referring to same.

Disclaimer

Exclusions and Limitations

The information on this web site is provided on an "as is" basis. To the fullest extent permitted by law, this Company:

- excludes all representations and warranties relating to this website and its contents or which is or may be provided by any affiliates or any other third party, including in relation to any inaccuracies or omissions in this website and/or the Company's literature; and
- excludes all liability for damages arising out of or in connection with your use of this website. This includes, without limitation, direct loss, loss of business or profits (whether or not the loss of such profits was foreseeable, arose in the normal course of things or you have advised this Company of the possibility of such potential loss), damage caused to your computer, computer software, systems and programs and the data thereon or any other direct or indirect, consequential and incidental damages.

This Company does not however exclude liability for death or personal injury caused by its negligence. The above exclusions and limitations apply only to the extent permitted by law. None of your statutory rights as a consumer are affected.

Payment

Cheque or Direct Bank Transfer are acceptable methods of payment. Our Terms of payment in full are specified within your Tax Invoice. All goods remain the property of the Company until paid for in full. Monies that remains outstanding by the due date will incur late payment interest at the rate of 2% above the prevailing Bank's base rate on the outstanding balance until such time as the balance is paid in full and final settlement. We reserve the right to seek recovery of any monies remaining unpaid sixty days from the date of invoice via collection Agencies and/or through the Small Claims Court in the event that the outstanding balance does not exceed \$2000. In such circumstances, you shall be liable for any and all additional administrative and/or court costs.

Returned cheques will incur a \$150 charge to cover banking fees and administrative costs. In an instance of a second Returned cheque, we reserve the right to terminate the arrangement and, if agreed to, we shall insist on future cash transactions only. Consequently, all bookings and/or transactions and agreements entered into will cease with immediate effect until such time as any and all outstanding monies are recovered in full.

Cancellation Policy

Should the client wish to cancel at any point during the process they shall remain liable for the work that has taken place and shall be invoiced accordingly.

Acceptance of Terms and Conditions

The placement of an order or contract for the authoring or placement of pages with Sonnucci Enterprises will be regarded as an acceptance of all the above terms and conditions. Orders may be placed, in the first instance, by telephone or e-mail and must be confirmed in writing by e-mail or by fax.

Termination of Agreements and Refunds Policy

Both the Client and ourselves have the right to terminate any Services Agreement for any reason, including the ending of services that are already underway. No refunds shall be offered, where a Service is deemed to have begun and is, for all intents and purposes, underway. Any monies that have been paid to us which constitute payment in respect of the provision of unused Services, shall be refunded.

Links from this website

We do not monitor or review the content of other party's websites which are linked to from this website. Opinions expressed or material appearing on such websites are not necessarily shared or endorsed by us and should not be regarded as the publisher of such opinions or material. Please be aware that we are not responsible for the privacy practices, or content, of these sites. We encourage our users to be aware when they leave our site & to read the privacy statements of these sites. You should evaluate the security and trustworthiness of any other site connected to this site or accessed through this site yourself, before disclosing any personal information to them. This Company will not accept any responsibility for any loss or damage in whatever manner, howsoever caused, resulting from your disclosure to third parties of personal information.

Copyright Notice

Copyright and other relevant intellectual property rights exists on all text relating to the Company's services and the full content of this website.

Intellectual Property

Unless otherwise agreed in writing by Sonnucci Enterprises, the copyright and all other rights relating to any service provided to the client by or on behalf of Sonnucci Enterprises pursuant to this Agreement (the "Intellectual Property") will remain the property of Sonnucci Enterprises or where applicable its licensors.

Force Majeure

Neither party shall be liable to the other for any failure to perform any obligation under any Agreement which is due to an event beyond the control of such party including but not limited to any Act of God, terrorism, war, Political insurgence, insurrection, riot, civil unrest, act of civil or military authority, uprising, earthquake, flood or any other natural or man made eventuality outside of our control, which causes the termination of an agreement or contract entered into, nor which could have been reasonably foreseen. Any Party affected by such event shall forthwith inform the other Party of the same and shall use all reasonable endeavours to comply with the terms and conditions of any Agreement contained herein.

Waiver

Failure of either Party to insist upon strict performance of any provision of this or any Agreement or the failure of either Party to exercise any right or remedy to which it, he or they are entitled hereunder shall not constitute a waiver thereof and shall not cause a diminution of the obligations under this or any Agreement. No waiver of any of the provisions of this or any Agreement shall be effective unless it is expressly stated to be such and signed by both Parties.

Liability

Except for express undertakings to indemnify and any warranties set out in this Agreement:

- a) To the extent permitted by the law, Sonnucci Enterprises expressly excludes all conditions and warranties whether express or implied.
- b) Notwithstanding any other provision in this Agreement, in no event will Sonnucci Enterprises be liable to any party including the client for any indirect, punitive, special, incidental or consequential damage in connection with or arising out of this Agreement (including for loss of profits, use, data, or other economic advantage), however it arises, whether for breach of this Agreement or in tort, and even if Sonnucci Enterprises has been previously advised of the possibility of such damage. Further, liability for such damages shall be excluded, even if inclusive remedies provided hereunder fail their essential purpose. The client will indemnify Sonnucci Enterprises and keep it indemnified from and against any claims by any third party for or in respect of such damages.

Certain provisions relating to the trading of goods and services and other statutes, rules and regulations in Australia may imply certain non-excludable warranties or conditions. To the extent that they are not permitted to be excluded, Sonnucci Enterprises's liability for breach of such conditions or warranties and the client's sole and exclusive remedy in relation to such breaches shall be limited to:

- a) in the case of Products or software or other goods supplied by us, at Sonnucci Enterprises's option:
 - 1) the replacement or repair of those Products or software or goods, or the supply of equivalent goods.
- b) in the case of Services, at Sonnucci Enterprises's option:
 - 1) supplying the Services again; or
 - 2) the supply of equivalent services.

The client is solely responsible for the proper backup and protection of all of its software and data, as well as the implementation and maintenance of firewalls and security measures (including proper virus control) in relation to the Facilities.

Sonnucci Enterprises hereby excludes itself, its Employees and or Agents from all and any liability from:

- Loss or damage caused by any inaccuracy;
- Loss or damage caused by omission;
- Loss or damage caused by delay or error, whether the result of negligence or other cause in the production of the web site;
- Loss or damage to clients' artwork/photos, supplied for the site. Immaterial whether the loss or damage results from negligence or otherwise.

The entire liability of Sonnucci Enterprises to the Client in respect of any claim whatsoever or breach of this Agreement, whether or not arising out of negligence, shall be limited to the charges paid for the Services under this Agreement in respect of which the breach has arisen.

Governing Law

This Agreement shall be governed by Australian Law.

Notification of Changes

The Company reserves the right to change these conditions from time to time as it sees fit and your continued use of the site will signify your acceptance of any adjustment to these terms. If there are any changes to our privacy policy, we will announce that these changes have been made on our home page and on other key pages on our site. If there are any changes in how we use our site customers' Personally Identifiable Information, notification by e-mail or postal mail will be made to those affected by this change. Any changes to our privacy policy will be posted on our web site 30 days prior to these changes taking place. You are therefore advised to re-read this statement on a regular basis

These terms and conditions form part of the Agreement between the Client and ourselves. Your accessing of this website and/or undertaking of a booking or Agreement indicates your understanding, agreement to and acceptance, of the Disclaimer Notice and the full Terms and Conditions contained herein. Your statutory Consumer Rights are unaffected.

These Terms and Conditions are Copyright Sonnucci Enterprises

Notes:

Should SE waive any of these terms on an individual basis, this shall not affect the validity of remaining clauses or commit SE to waive the same clause on any other occasion.

By agreeing to these terms and conditions your statutory rights are not affected.

SE reserves the right to change or modify any of these terms or conditions at any time. Should clarification of any of the above be required please contact us.

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By accepting a quotation or making a payment of invoice to use the services supplied, the Client acknowledges to have read, understand, and accept the Terms and Conditions of this Agreement, and agrees to be legally binding by these Terms and Conditions.