



### Terms & Conditions

*Last updated: 25th April 2017*

Blake Davies is located at Unit 1 / 39 Old Northern Road, Everton Park, QLD 4053. You can contact Blake Davies via phone on 0475 065 444, email at [blake@blakedavies.net](mailto:blake@blakedavies.net) , or by visiting Blake Davies's website which is located at <http://blakedavies.net> .

By accessing our website or completing any forms applying for services from us, we assume you accept these terms and conditions in full. Do not continue to use Blake Davies's website or complete of any forms if you do not accept all the terms and conditions stated in this document.

### Terminology

The following terminology applies to these Terms and Conditions, Privacy Statement and Disclaimer Notice and any or all Agreements and Application Forms used by Blake Davies: 'Client', 'You' and 'Your' refers to you, the person accessing this website or completing any forms and accepting Blake Davies's terms and conditions. 'The Business', 'Ourselves', 'We', 'Our', 'Us', and 'I' refers to Blake Anthony Edwin Davies ABN: 90 440 395 198 trading as Blake Davies. '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 law of Australia. 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.

### Cookies

We employ the use of cookies. By using [Blake Davies](#)'s website you consent to the use of cookies in accordance with Blake Davies's privacy policy.



Most of the modern day interactive web sites use cookies to enable us to retrieve user details for each visit. Cookies are used in some areas of our site to enable the functionality of this area and ease of use for those people visiting. Some of our affiliate / advertising partners may also use cookies.

### License

Unless otherwise stated, Blake Davies and/or it's licensors own the intellectual property rights for all material on Blake Davies. All intellectual property rights are reserved. You may view and/or print pages from <http://blakedavies.net> for your own personal use subject to restrictions set in these terms and conditions.

You must not:

- i. Republish material from <http://blakedavies.net>
- ii. Sell, rent or sub-license material from <http://blakedavies.net>
- iii. Reproduce, duplicate or copy material from <http://blakedavies.net>
- iv. Redistribute content from Blake Davies (unless content is specifically made for redistribution).

### User Comments

This Agreement shall begin on the date hereof.

Certain parts of this website may offer the opportunity for users to post and exchange opinions, information, material and data ('Comments') in areas of the website. Blake Davies does not screen, edit, publish or review Comments prior to their appearance on the website and Comments do not reflect the views or opinions of Blake Davies, its agents or affiliates. Comments reflect the view and opinion of the person who posts such view or opinion. To the extent permitted by applicable laws Blake Davies shall not be responsible or liable for the Comments or for any loss cost, liability, damages or expenses caused and or suffered as a result of any use of and/or posting of and/or appearance of the Comments on this website.



Blake Davies reserves the right to monitor all Comments and to remove any Comments which it considers in its absolute discretion to be inappropriate, offensive or otherwise in breach of these Terms and Conditions.

You warrant and represent that:

1. You are entitled to post the Comments on our website and have all necessary licenses and consents to do so;
2. The Comments do not infringe any intellectual property right, including without limitation copyright, patent or trademark, or other proprietary right of any third party;
3. The Comments do not contain any defamatory, libelous, offensive, indecent or otherwise unlawful material or material which is an invasion of privacy
4. The Comments will not be used to solicit or promote business or custom or present commercial activities or unlawful activity.

You hereby grant to **Blake Davies** a non-exclusive royalty-free license to use, reproduce, edit and authorize others to use, reproduce and edit any of your Comments in any and all forms, formats or media.

### Iframes

Without prior approval and express written permission, you may not create frames around our Web pages or use other techniques that alter in any way the visual presentation or appearance of our Web site.

### Hyperlinking to our Content

The following organizations may link to our Web site without prior written approval:

1. Government agencies;
2. Search engines;
3. News organizations;
4. Online directory distributors when they list us in the directory may link to our Web site in the same manner as they hyperlink to the Web sites of other listed businesses; and



5. Systemwide Accredited Businesses except soliciting non-profit organizations, charity shopping malls, and charity fundraising groups which may not hyperlink to our Web site.

These organizations may link to our home page, to publications or to other Web site information so long as the link: (a) is not in any way misleading; (b) does not falsely imply sponsorship, endorsement or approval of the linking party and its products or services; and (c) fits within the context of the linking party's site.

We may consider and approve in our sole discretion other link requests from the following types of organizations:

1. commonly-known consumer and/or business information sources;
2. dot.com community sites;
3. associations or other groups representing charities, including charity giving sites,
4. online directory distributors;
5. internet portals;
6. accounting, law and consulting firms whose primary clients are businesses; and
7. educational institutions and trade associations.

We will approve link requests from these organizations if we determine that: (a) the link would not reflect unfavorably on us or our accredited businesses (for example, trade associations or other organizations representing inherently suspect types of business, such as work-at-home opportunities, shall not be allowed to link); (b) the organization does not have an unsatisfactory record with us; (c) the benefit to us from the visibility associated with the hyperlink outweighs the absence of Blake Davies; and (d) where the link is in the context of general resource information or is otherwise consistent with editorial content in a newsletter or similar product furthering the mission of the organization.

These organizations may link to our home page, to publications or to other Web site information so long as the link: (a) is not in any way misleading; (b) does not falsely imply sponsorship, endorsement or approval of the linking party and its products or services; and (c) fits within the context of the linking party's site.

If you are among the organizations listed above and are interested in linking to our website, you must notify us by sending an e-mail to [blake@blakedavies.net](mailto:blake@blakedavies.net). Please include your name, your organization name, contact information (such as a phone number and/or e-mail address) as well as the URL of your site, a list of any URLs from which you intend to link to our Web site,



and a list of the URL(s) on our site to which you would like to link. Allow up to 72 hours for a response.

Approved organizations may hyperlink to our Web site as follows:

1. By use of our trading name; or
2. By use of the uniform resource locator (Web address) being linked to; or
3. By use of any other description of our Web site or material being linked to that makes sense within the context and format of content on the linking party's site.

No use of Blake Davies's logo or other artwork will be allowed for linking absent a trademark license agreement or written consent.

### **Reservation of Rights**

We reserve the right at any time and in its sole discretion to request that you remove all links or any particular link to our Web site. You agree to immediately remove all links to our Web site upon such request. We also reserve the right to amend these terms and conditions and its linking policy at any time. By continuing to link to our Web site, you agree to be bound to and abide by these linking terms and conditions.

### **Removal of Links from our Website**

If you find any link on our Web site or any linked web site objectionable for any reason, you may contact us about this. We will consider requests to remove links but will have no obligation to do so or to respond directly to you.

Whilst we endeavour to ensure that the information on this website is correct, we do not warrant its completeness or accuracy; nor do we commit to ensuring that the website remains available or that the material on the website is kept up to date.

### **Content Liability**

You must obtain all necessary permissions and authorities in respect of the use of all copy, graphic images, registered company logos, names and trade marks, or any other material or



content that you supply to us or request us to include in your website, web applications or any graphic design work.

We shall have no responsibility or liability for any content appearing on your Website or for any changes you may make to the completed graphic design work we supply you, or where and how you choose to use it. You agree to indemnify and defend us against all claims arising out of or based upon your Website and / or any graphic design work completed by us related to the content of your website and / or any completed graphic design work we supply you.

No link(s), content, or material may appear on any page on your Web site or within any context containing content or materials that may be interpreted as libelous, obscene or criminal, or which infringes, otherwise violates, or advocates the infringement or other violation of, any third party rights.

### **Disclaimer**

To the maximum extent permitted by applicable law, we exclude all representations, warranties and conditions relating to any of our websites and the use of this website (including, without limitation, any warranties implied by law in respect of satisfactory quality, fitness for purpose and/or the use of reasonable care and skill). Nothing in this disclaimer will:

1. limit or exclude our or your liability for death or personal injury resulting from negligence;
2. limit or exclude our or your liability for fraud or fraudulent misrepresentation;
3. limit any of our or your liabilities in any way that is not permitted under applicable law; or
4. exclude any of our or your liabilities that may not be excluded under applicable law.

The limitations and exclusions of liability set out in this Section and elsewhere in this disclaimer: (a) are subject to the preceding paragraph; and (b) govern all liabilities arising under the disclaimer or in relation to the subject matter of this disclaimer, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty.

To the extent that the website and the information and services on the website are provided free of charge, we will not be liable for any loss or damage of any nature.



### **Fees and Deposits**

The first instalment of the monthly fee is payable up front prior to any work commencing under this agreement as per your completed Application Form and is due immediately upon the being accepted by Blake Davies. The following monthly payments become due each month from that start date of the agreement once the website design and development work is completed to your reasonable satisfaction but also subject to the terms of the “approval of work” and “rejected work” clauses below. We reserve the right not to commence any work until the first instalment of the monthly fee has been paid in full.

The first instalment of the monthly fee is only refundable if we have not fulfilled our obligations to deliver the work required as per the Application Form and agreement. The first instalment of the monthly fee is not refundable if the development work has been started and you terminate the contract through no fault of ours.

Our Monthly Fee is paid for 1 month in advance on a recurring basis. It is to cover the website design work, coding, hosting services, and ongoing support for any and all updates and corrections of your site.

### **Supply of Materials**

You must supply all materials and information required by us to complete the work in accordance with any agreed specification. Such materials may include, but are not limited to, photographs, written copy of information, logos, and other printed or digital material. Where there is any delay in supplying these materials to us which leads to a delay in the completion of any agreed work, we have the right to extend any previously agreed deadlines by a reasonable amount to accommodate for this delay.

Where you fail to supply any materials, and that prevents the progress of the agreed work resulting in the contract being terminated, we have the right to invoice you for any part or parts of the work already completed in addition to the 50% deposit.

### **Style and Design Changes**

Blake Davies strives to give you the opportunity to make changes to the design or style of your website and / or graphic design work, however we have the right to limit the number of change



design / style requests to a reasonable amount as decided by Blake Davies on a case by case basis. We may charge for additional design requests if you make any change that are considered to be extreme or drastic compared to the original design specification.

### **Delays and Client Liability**

Any mentioned time frames or estimates that we give are based upon your full co-operation and timely delivery of any requested content relevant to the work to be undertaken. During development there is a certain amount of feedback required in order to progress to subsequent stages. It is required that a single point of contact be appointed on your end and be made available on a day to day basis in order to simplify the feedback process and avoid unnecessary delays.

### **Approval of Work**

On completion of any work we will notify you and give the opportunity to review it. You must notify us in writing of any unsatisfactory items or feelings within 7 days of said notification. Any of the work which has not been reported in writing to us as unsatisfactory within the 7-day review period will be deemed to have been approved. Once approved, or deemed approved, work cannot subsequently be rejected.

### **Rejected Work**

If you reject any of our work within the 7-day review period, or do not approve subsequent work performed by us to fix any points noted as being unsatisfactory, and we, acting reasonably, consider that you have been unreasonable in any rejection of the work, we can choose to treat this contract as at an end and take measures to recover payment for the completed work.

### **Payment**





Upon completion of the 7-day review period, we will begin hosting your website live on the internet. The monthly fee for website design, hosting, and support will continue to be payable each month in advance for the following month of services. In the event that the following month's fee is not paid by that start of that month, we reserve the right to cease hosting your website on the web until such time as the fee is paid in full.

Payment for any and all graphic design work is due for the most recently supplied watermarked samples and is payable prior to the release of any graphic design Work to you. You will receive the completed work in PS, JPG, PNG, GIF, and TIFF files when and where applicable.

### **Contract Length and Obligations**

Upon commencement of the monthly fee arrangement for website design work, coding, hosting services, and ongoing support, either party shall be able to cancel the agreement with at least 7 days notice in writing. If the agreement is cancelled by you partway through a month that has been paid for in advance, there will be no amount refunded by us but we will be happy to take the agreement up to the end of the month that has been paid for. If the agreement is cancelled by us partway through a month that has been paid for in advance, we will refund that entire months worth of payment.

### **Powered by Blake Davies**

You agree and approve us to link our website at the bottom (or any appropriately deemed section) of your completed website in the form of our logo and business name with the phrase 'Website built and powered by...'.

You also agree and approve us to share any completed work we supply you on our website and / or social media account(s) for advertisement purposes.

### **Right to Decline Work**



We reserve the right to refuse or decline any work without needing to detail the reason or reasons behind this decision. The completion and or submission of any Application Form or holding of initial meetings should not be taken as the start of any contract or agreement.

### **Licensing**

All work and websites conducted and completed by us remain the intellectual property of Blake Davies, this includes any and all versions of the web files and coding. If you wish to buy the rights to obtain and use the coding and web files associated with your website for the purpose of hosting it elsewhere you may contact us and we will arrange a meeting to discuss the appropriate fee and details.

### **Search Engine Optimisation**

We do not guarantee any specific position in search engine results for your website. We do however perform basic search engine optimisation.

### **Consequential Loss**

We shall not be liable for any loss or damage which you may suffer which is in any way attributable to any delay in performance or completion of our contract, however that delay arises.

### **Domain Names and Web Hosting**

If you do not have the rights to use your own Domain Name, Blake Davies will supply you with a generic URL to use either temporarily or for the life of our agreement and contract. This generic Domain Name will be in the following format:

<https://blakedavies.github.io/YourBusinessName> .



We can utilise your own Domain Name if you have the rights to use one and supply us with the necessary details that will allow us to point your Domain Name to the repository in which we host and maintain your website.

Blake Davies's included hosting service utilises a service called GitHub. GitHub is an open-source, web-based repository hosting service where we store and maintain your website files. We do not guarantee any particular load speeds or uptime in relation to this service and the hosting of your website in this manner.

### **Cross Browser Compatibility**

All our websites we create are tested to be compatible with popular modern web browsers such as the most recent versions of Internet Explorer, Firefox, Google Chrome and Safari. They are also tested on Windows Desktop Computers, Laptops, Tablets, and Andriod and IOS Mobile Devices. Third party extensions, if and where used, may not have the same level of compatibility across all browsers and/or operating devices. In the event that any content or design work is not compatible with or found to function differently than intended on a browser or operating system, we will substitute an alternative extension or solution, on a best effort basis.

### **Backups**

Blake Davies retains back-ups of the most recent version of your website and /or graphic design work as approved by you. Upon any requesting or approved changes to your website and / or graphic design work, we will replace the previously backed up file with the new version.

### **Subcontracting**

We reserve the right to subcontract any services that we have agreed to perform for you as we see fit.

### **Non-Disclosure**



We (and any subcontractors we engage) agree that we will not at any time disclose any of your confidential information to any third party.

### **E-Commerce**

You are responsible for complying with all relevant laws relating to e-commerce, and to the full extent permitted by law will hold harmless, protect, and defend and indemnify Blake Davies and its subcontractors from any claim, penalty, tax, tariff loss or damage arising from your or your clients' use of Internet electronic commerce.

### **Governing Law**

The agreement constituted by these terms and conditions and any proposal will be construed according to and is governed by the laws of Queensland. You and Blake Davies submit to the non-exclusive jurisdiction of the courts in and of Queensland in relation to any dispute arising under these terms and conditions or in relation to any services we perform for you.

### **Credit and Contact Information**

This Terms and conditions page was created at [termsandconditionstemplate.com](https://termsandconditionstemplate.com) generator and then altered in parts by Blake Davies. If you have any queries regarding any of our terms, please contact [termsandconditionstemplate.com](https://termsandconditionstemplate.com) and/or Blake Davies via email or phone.