

Website Terms and Conditions

Last updated: 29/07/2026

Business name: Arthur Andrews Consulting

ABN: 66 780 813 516

Website: arthurandrews.com.au

1. Acceptance of Terms

By accessing or using this website, requesting a quote, engaging our services, or communicating with us through this website, you agree to be bound by these Terms and Conditions.

If you do not agree with these Terms, you should not use this website or engage our services.

2. About Us

Arthur Andrews Consulting provides professional IT services, technology consulting, support, implementation, maintenance, cybersecurity, cloud, backup, networking, communications, and related technology services to businesses and organisations.

Our services may include, but are not limited to:

- IT support and consulting
- Managed IT services
- Microsoft 365 and cloud services
- Cybersecurity solutions
- Backup and disaster recovery
- Network design and installation
- Hardware and software support
- Server, workstation, and device support
- Medical, dental, and professional services IT support
- Vendor coordination and technology project management

3. Website Content

The content on this website is provided for general information purposes only. While we make reasonable efforts to ensure the information is accurate and current, we do not guarantee that all content is complete, accurate, reliable, or suitable for your specific circumstances.

You should seek professional advice before relying on any information on this website for technical, operational, business, compliance, cybersecurity, or legal decisions.

4. Services and Engagement

Any services we provide will be subject to a separate quote, proposal, service agreement, managed services agreement, statement of work, or written acceptance.

Unless otherwise agreed in writing:

- Services are provided during our standard business hours.
- Work outside standard business hours may incur additional charges.
- Project timelines are estimates only and may be affected by third-party vendors, client delays, internet providers, hardware availability, software licensing, or other external factors.
- We may rely on information, access, permissions, and cooperation provided by you to deliver the services.

5. Quotes, Pricing and Payment

All prices, quotes, and estimates are provided in Australian dollars unless stated otherwise.

Unless otherwise agreed:

- Quotes are valid for 14 days.
- Prices may exclude GST unless specifically stated.

- Payment terms are 7 days from invoice date.
- Late payments may result in suspension of services or late fees.
- Hardware, software, licensing, subscriptions, and third-party costs may require upfront payment.
- Any additional work outside the agreed scope may be charged separately.

6. Client Responsibilities

You agree to:

- Provide accurate and complete information.
- Ensure we have appropriate access to systems, accounts, facilities, devices, software, and documentation required to perform the services.
- Maintain appropriate licences for software, systems, and cloud services.
- Maintain your own internal policies, user access controls, compliance obligations, and business procedures.
- Ensure appropriate backups exist before any major system change, migration, upgrade, or repair unless backup services are expressly included in our engagement.
- Follow reasonable security recommendations provided by us.

We are not responsible for delays, losses, or service limitations caused by incomplete information, lack of access, expired licences, unsupported systems, or failure to follow our recommendations.

7. Third-Party Products and Services

We may recommend, supply, configure, or support third-party products or services, including hardware, software, cloud platforms, telecommunications, internet services, backup platforms, cybersecurity products, and business applications.

Third-party products and services are subject to the terms, warranties, service levels, and availability of the relevant vendor or provider.

We are not responsible for:

- Third-party outages
- Vendor price changes
- Software bugs or defects
- Internet or telecommunications failures
- Vendor licensing changes
- Discontinued products
- Cloud platform interruptions
- Manufacturer warranty decisions

However, where agreed, we may assist you in liaising with third-party vendors.

8. Backups and Data

Unless backup services are expressly included in your agreement with us, you are responsible for maintaining current and reliable backups of your data.

Where we provide backup services, we will use reasonable care and skill to configure, monitor, and maintain those services in accordance with the agreed scope.

You acknowledge that no backup, storage, cloud, or disaster recovery system can be guaranteed to be completely immune from failure, corruption, cyberattack, accidental deletion, or external events.

We recommend that backups are tested and restored periodically to verify data integrity and operational reliability.

9. Cybersecurity

We may provide cybersecurity advice, tools, monitoring, configuration, and support. However, cybersecurity risks cannot be completely eliminated.

You acknowledge that:

- Threats continually evolve.

- No product, configuration, or service can guarantee complete protection.
- Your staff behaviour, policies, passwords, MFA, device management, physical security, and internal procedures all affect your cybersecurity posture.
- You remain responsible for approving and enforcing security policies within your organisation.

We are not liable for cyber incidents caused by factors outside our reasonable control, including compromised credentials, user error, failure to apply recommendations, unsupported systems, malicious insiders, third-party breaches, or unpatched systems where patching was not included or authorised.

10. Remote Access and Onsite Work

Where required, you authorise us to access your systems remotely or onsite for the purposes of providing services.

You are responsible for ensuring that:

- You have authority to grant us access.
- Access does not breach your internal policies or third-party agreements.
- Relevant staff are aware of scheduled work where necessary.

We will use reasonable care when accessing your systems and will only access systems for legitimate service-related purposes.

11. Confidentiality

Both parties agree to keep confidential information private and not disclose it to any third party unless:

- Required by law
- Necessary to provide the services
- Authorised by the other party
- Already publicly available
- Required for communication with vendors, insurers, legal advisers, or regulators

Confidential information may include technical information, business records, passwords, system configurations, network details, client data, pricing, procedures, and commercially sensitive material.

12. Privacy

We may collect personal information when you contact us, request a quote, engage our services, subscribe to communications, or use this website.

Personal information may include your name, business name, email address, phone number, job title, billing details, technical information, and service-related information.

We will handle personal information in accordance with applicable privacy laws and our Privacy Policy. The Australian Privacy Principles set out requirements for how covered organisations collect, use, disclose, secure, and manage personal information. Please refer to the Australia Government privacy principles for further information and guidance: oaic.gov.au

You should read our Privacy Policy available at: **[Insert Privacy Policy URL]**

13. Intellectual Property

Unless otherwise agreed in writing:

- All website content, branding, text, images, icons, graphics, documents, templates, designs, and other materials remain our intellectual property or are used under licence.
- You may not copy, reproduce, modify, distribute, or use our website content without written permission.
- Any pre-existing tools, scripts, frameworks, documentation, processes, templates, or methodologies used by us remain our property.

Where we create project-specific documentation or deliverables for you, ownership and usage rights will be specified in the relevant proposal or agreement.

14. Acceptable Use

You must not use this website to:

- Engage in unlawful activity
- Attempt to gain unauthorised access to systems
- Upload malicious code
- Interfere with website functionality
- Misrepresent your identity
- Copy or scrape website content without permission
- Send spam or unsolicited communications
- Breach any applicable law or regulation

15. Limitation of Liability

To the maximum extent permitted by law, we are not liable for indirect, incidental, special, or consequential loss, including loss of profits, loss of revenue, loss of data, business interruption, reputational damage, or loss arising from third-party service failures.

Nothing in these Terms excludes, restricts, or modifies any consumer guarantee, right, or remedy that cannot be excluded under Australian law. Businesses cannot remove consumer guarantees that apply under the Australian Consumer Law. Please refer to the ACCC for further information and guidance:

[\[accc.gov.au\]](http://accc.gov.au)

Where liability cannot be excluded, our liability is limited, to the extent permitted by law, to one or more of the following:

- Supplying the services again
- Paying the cost of having the services supplied again
- Repairing or replacing goods where applicable
- Refund of the amount paid for the affected service

16. Warranties and Disclaimers

We provide services with reasonable care and skill. However, we do not warrant that:

- This website will be uninterrupted or error-free.
- All website content is free from errors or omissions.
- Any IT system will operate without interruption.
- Cybersecurity controls will prevent all incidents.
- Third-party products or services will remain available or unchanged.
- All technical issues can be resolved.

Services will be delivered according to the agreed scope, and any specific warranties must be confirmed in writing.

17. Cancellation and Termination

Either party may cancel or terminate services in accordance with the relevant quote, proposal, agreement, or service terms.

We may suspend or terminate services if:

- Invoices remain unpaid
- You breach these Terms
- You fail to provide required access or information
- Continuing the service presents a legal, security, safety, or commercial risk
- You request work that is unlawful, unethical, unsafe, or outside our professional capability

You remain responsible for payment of services performed, goods ordered, licences activated, subscriptions commenced, or third-party costs incurred before cancellation.

18. Links to Other Websites

This website may contain links to third-party websites. These links are provided for convenience only. We do not control and are not responsible for the content, accuracy, security, availability, or privacy practices of third-party websites.

19. Changes to These Terms

We may update these Terms and Conditions from time to time. The updated version will be posted on this website with a revised “Last updated” date.

Your continued use of the website or our services after changes are published indicates your acceptance of the updated Terms.

20. Governing Law

These Terms are governed by the laws of **Victoria, Australia**.

Any disputes will be subject to the jurisdiction of the courts of Victoria, Australia.

21. Contact Us

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

Arthur Andrews Consulting

Email: support@arthurandrews.com.au

Website: arthurandrews.com.au