

Terms & Conditions

Updated 24/02/2025

Authorised persons who Request to List their business in the Sapphire Gemfields Directory, agree to be bound by the Sapphire Gemfields Directory's:

1. Terms and Conditions (herein)
2. [Privacy Policy](#)
3. [Website Terms of Use](#)

1. Definitions

Authorised Person, means a person within Your Business that has authority to approve the details of the Directory Listing, from draft to final approval.

Cooling-off Period has the meaning given in clause 6. (A)

Directory Listing or Your Listing or The Listing (unless otherwise stated) means your business information that appears live on The Directory (its website) or App.

Draft Directory Listing means your business information that has not yet been posted live to The Directory and is awaiting approval by an Authorised Person within Your Business.

Eligible Business or Eligible Organisation means a business or organization located within the Sapphire Gemfields 4702. Where there is a shortage of goods or services in this region, eligibility may be extended to include businesses willing to travel to service the Sapphire Gemfields 4702.

Initial Term has the meaning given in clause 7. (A)

Listing Business or You or Your or Your Business means a business that has requested to list and/or has their information listed in The Directory.

Our or Us or We means the Sapphire Gemfields Directory unless otherwise stated.

Renewed Term or Next Term has the meaning given in clause 7. (C)

Request to List Form is the name of the on-line form that provides the details required by The Administrator, to prepare a Draft Listing. It can be accessed on the [LIST YOUR BUSINESS](#) page on The Website.

The Administrator means the person responsible for maintenance of Sapphire Gemfields Directory's website and URL.

The Directory or The Website or App unless stated otherwise, refers to the Sapphire Gemfields Directory and its URL gemfieldsdirectory.net and App.

Your Data means any data, information, content or images, transmitted by you, to and from The Administrator, either written, or by email, SMS, MMS or any other electronic means, for use in the Directory Listing.

2. Our mandate

- (A) Sapphire Gemfields Directory is an on-line listing service. We endeavor to provide a low-cost platform to eligible businesses where they can list their business name, operating hours, a brief description of services or products offered, location, contact details, links to their social pages, links to their secure website and promotional images.

3. Our key obligation to you

- (A) Respond to any contact between The Administrator and the Listing Business within 24 hours or other negotiated period.
- (B) Update Your Business Listing within 24 hours of notification of change by the Listing Business, or other negotiated period.
- (C) As a courtesy, The Administrator will update your Business Listing with information Your Business has made common knowledge and public. For example, Facebook posts. The Administrator will inform You of the changes once made.
- (D) The Administrator may at any time remove any detail in part or total from a Listing, which in our reasonable opinion constitutes or represents a breach of clause 4. (B), 5. (D) or 7. (F).

4. Your key obligations to us

(A) What you must do:

- I) Provide us with a current email address and phone number for us to direct emails to and for you to receive SMS and phone enquiries.
- II) Only accept or perform services that you are licensed and qualified to carry out (where any such licenses or qualifications are applicable at Law);
- III) Contact customers in response to a lead promptly and professionally and with due skill and care.
- IV) It is your responsibility to ensure Your Listing stays current and accurate. Contact The Administrator to advise of necessary changes to your Listing. For example, seasonal changes to opening hours. You can contact The Administrator via the chat feature on The Directory, or by emailing sapphiregemfieldsdirectory@gmail.com or SMS/telephone 0437921970.

(B) What you must not do:

- I) Make any statement or representation to any person, advertise, post, or publish, or give approval to do so, any content that is false, misleading, or likely to mislead, or is otherwise illegal, offensive, vulgar, or unacceptable, or which could expose Us or a third party to liability of any kind;
- II) Engage in any unlawful, offensive or unacceptable conduct, or behave in an unprofessional or negligent manner;
- III) Give approval to The Administrator to reproduce without lawful authority in any manner or form, any copyright material or other intellectual property;
- IV) Give approval to The Administrator to post on The Directory any information that you want to remain private.
- V) Represent that you are employed by, or that you are an agent or contractor of Sapphire Gemfields Directory;

5. Fees

(A) An invoice will be issued about 14 days prior to the beginning of each Renewed Term.

(B) Fees for the Renewed Term will be due within 14 days of date of invoice.

(C) Failure to pay any outstanding fees in relation to your Listing in The Directory will result in the termination (removal) of your Listing from The Directory.

6. Cooling-off period

- (A) During the seven days commencing on the first day of each Renewed Term (each a Cooling-off Period), you may cancel this Agreement by providing notice to us and we will refund you any fees you have paid in respect of the Corresponding Term.
- (B) To exercise your cooling-off rights, you may provide notice to us in accordance with clause 6 (A), by contacting The Administrator via the chat feature on The Directory, or by emailing sapphiregemfieldsdirectory@gmail.com or SMS/telephone 0437921970. You can also tag Sapphire Gemfields Directory on Facebook posts.

7. Term, automatic renewal, suspension and termination

- (A) The Initial Term commences on the date The Listing first goes live on The Directory and continues until the next 31st January.
- (B) Unless terminated in accordance with clauses 4.(B), 5.(D) , 6, (A), 7. (E), or 7. (F), The Listing is ongoing and will continue for a further 12 months (Renewed Term).
- (C) Unless you give us notice of cancellation before the 31st January, The Listing will be automatically renewed at the end of each 31st January into a Renewed Term of 12 months.
- (D) Your right to terminate
 - (I) You can terminate your Listing at any time.
 - (II) No fees will be refunded unless you validly cancel the Listing Agreement during a Cooling-off Period in accordance with clause 6. (A).
- (E) Our right to terminate
 - (I) If, in our reasonable opinion, we consider that you have materially breached any of the terms and conditions herein, we:
 - i. must provide you with an opportunity to rectify the breach if the breach is capable of being rectified, (as reasonably determined by Us). We may suspend Your Listing until all breaches have been rectified; and
 - ii. if the breach is not capable of being rectified (as reasonably determined by us) or has not been rectified to our reasonable satisfaction following a reasonable opportunity to do so, we may terminate Your Listing.
 - (II) Under the terms and conditions herein: our suspension of the provision of our service to you, or our termination of Your Listing will not relieve you of

any of your obligations to us, including your obligation to pay all fees otherwise due to us.

- (III) *Given the small population of the Sapphire Gemfields and the lack of suppliers of goods and services, outside suppliers willing to service this region may be invited to list in The Directory.* The Administrator reserves the right to decline to list, or remove a previously approved listing:
 - i. To protect the interests of local suppliers of the same goods or services. In this instance, any fee paid for the current term will be refunded to the Listing Organisation.
- (IV) We may immediately, without notice, remove your listing and terminate Your Listing for any of the following reasons:
 - i. You introduce a malicious program into the network or a virtual machine instance;
 - ii. We receive notice or we otherwise determine, in our sole discretion, that you may be using the service for an illegal purpose or in a way that violates the law or violates, infringes or misappropriates the right of any third party;
 - iii. You provide information that we have reason to believe is or becomes inaccurate or incomplete and has potential legal ramifications; or
 - iv. We consider that your organization's listing may adversely affect the reputation of Sapphire Gemfields Directory or The Administrator.

8. Confidentiality

Each party agrees with the other not to disclose or permit to be disclosed either directly or indirectly in any manner whatsoever information of the other party which is, or which ought to be reasonably expected to be, confidential to any person other than a person to whom such disclosure is necessary to give effect to The Listing or as required by law.

9. Privacy

Our privacy policy, as varied from time to time, is incorporated into these written terms and conditions. Our privacy policy applies to your dealings with us and how we collect and use information and can be viewed at [Gemfields Directory Privacy Policy](#). You consent to us collecting your personal information in accordance with the terms of our privacy policy.

10. Liability

- A. Under the Australian Consumer Law, you are entitled to certain guarantees in relation to our supply of services to you under the terms and conditions herein which cannot be excluded, restricted or modified (Consumer Guarantees). To the extent permitted by law, our liability for failure to comply with a Consumer Guarantee is limited to, in our opinion, the supply of the services again.
- B. To the extent permitted by law, we have and are under no liability (howsoever arising, and whether at law, in equity, under statute or otherwise) to you for any consequential or indirect loss (including loss of profits, loss of revenue or loss of opportunity) in connection with our breach of these terms and conditions herein, except to the extent caused by our gross negligence or willful default, or that of one of our officers, employees, agents or representatives.
- C. You acknowledge that we cannot reasonably be involved in or responsible for your provision of service or product to customers. To the extent permitted by law, you agree to indemnify us, and our officers, employees, agents and representatives, for any loss, damage, claim, liability or demand (howsoever arising, and whether at law, in equity, under statute or otherwise) arising out of the performance, or acceptance, by you of a Job or sale, resulting from Your Listing on The Directory, except to the extent the loss, damage, claim, liability or demand arises out of our gross negligence or willful default, or that of one of our officers, employees, agents or representatives.
- D. You agree to defend, indemnify and hold harmless, Sapphire Gemfields Directory, The Administrator and its related bodies corporate, agents, licensors, managers and other affiliated companies and their employees, contractors, agents, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt expenses (including but not limited to legal fees) arising from:
 - I. Your breach of a third party right, including without limitation any right of privacy, publicity or intellectual property rights;
 - II. Your use of and access to Sapphire Gemfields Directory, including any data or content transmitted or received by you;
 - III. Your breach of any terms and conditions herein;
 - IV. Your breach of any applicable law, rule or regulation;
- E. Subject to any obligation that cannot be excluded, restricted or modified, in no event will Sapphire Gemfields Directory's aggregate liability to you arising out of or related to these terms and conditions herein exceed the amounts paid or payable

by you for the listing service giving rise to the liability during the 12 months preceding the first incident out of which the liability arose.

11. Service Availability

Whilst Sapphire Gemfields Directory and The Administrator intends that the listing service it provides should be available 24 hours a day, seven days a week, it cannot provide this as a guarantee. It is possible that on occasion the internet or platform may be unavailable due to planned maintenance or other unforeseen technical activity, or for reasons outside our control.

12. Restrictions

You must comply with all applicable laws, including privacy laws, when approving the information you authorize to be Listed on Sapphire Gemfields Directory.

13. Ownership

Except for the rights to list your Data - the service expressly granted to you in these terms and conditions herein - we retain all rights, title and interest in and to The Website, including all related intellectual property rights. The Website is protected by applicable intellectual property laws.