

Terms & Conditions

At Amethyst Business Consulting Pty Ltd we value your business and want to make sure the work we do for you is conducted with the utmost integrity. To ensure clear expectations and minimize any potential misunderstandings, we have formulated a set of Terms and Conditions that will guide our interactions and commitments throughout the duration of each project.

By requesting consultation and/or services from Amethyst Business Consulting Pty Ltd ("ABC") you agree to our Terms and Conditions and are aware you are entering into a binding contract.

PROJECT ESTIMATES AND QUOTATIONS

Every project begins with a quote from us to you outlining our understanding of the job and the cost. Any adjustments will be made prior to signing, but once they are signed off by the client, we consider that a firm agreement to proceed at the agreed price.

Any project estimates or quotation made by ABC may be withdrawn or varied at any time prior to acceptance by the client. An accepted quotation may not be cancelled unless agreed to in writing by Claire Standing.

All estimates are valid for 30 days from the date issued, after this point all prices are subject to change.

PAYMENT TERMS

All accounts are to be paid as follows:

- Clients engaging ABC for an ongoing contract will be invoiced monthly on the last day of the month.

A close-up photograph of several amethyst crystals. The crystals are various shades of purple, from deep violet to lighter lavender, and have a rough, natural texture. They are clustered together, with some facets catching the light.

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- Invoices must be paid in full within 7 days of date of issue or as agreed in writing between Claire Standing and the client.
- Some additional costs may be incurred versus the initial quotation provided by ABC. The client will be advised in advance of any additional costs incurred and these will be added to the client's final invoice.

G.S.T

A charge of 10% GST is included on all quotations/invoices created by ABC. The GST figure will be clearly shown on all ABC tax invoices.

DEFAULT

Any expenses, costs or disbursements incurred by ABC in recovering any outstanding monies from the client including debt collection agency fees and solicitor's costs (full indemnity basis) shall be paid by the client.

FORCE MAJEURE

ABC shall not be liable for any failure or delay in supply or delivery of products/services where such failure or delay is wholly or partly due to any cause or circumstances whatsoever outside the reasonable control of ABC including but not limited to war, strikes, lockouts, industrial disputes or unrest, government restrictions or transport delays, fire, power outages, failure attributable to hosting suppliers, breakdown of plant, theft, vandalism, riots, civil commotions, accidents of any kind or act of terrorism.

INTELLECTUAL PROPERTY

Any intellectual property including, but not limited to: copyright, discovery, invention, secret process or improvement in procedure created, made, written, discovered or bought into existence by ABC in connection with the provision of services to or for the client shall be the sole property of the client as the sole beneficial owner of the same on payment of the

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account.

Any intellectual property proven by ABC as having been created or developed independently of the provision of services to the client including the ABC marketing strategies or general framework are excluded from any intellectual property belonging to the client.

COPYRIGHT AND ACKNOWLEDGEMENT

Ownership of copyright over all concepts and original design work remains with ABC, until all invoices are paid in full.

When the account is paid in full, ABC will assign all current copyright to the client. We reserve the right to display and link to your completed project as part of our portfolio, and to write about the project on websites, emails, social media, press releases.

CONFIDENTIALITY

Both parties agree to maintain the confidentiality of any sensitive or proprietary information shared during the consulting engagement.

INSOLVENCY

Notwithstanding any terms outlined in these Terms and Conditions to the contrary, all monies owing by the client to ABC including the cost of repossession and resale of any goods or as much as may be outstanding, shall immediately become due and payable to ABC upon the happening of any event or the issue against or service on the client of any notice or proceedings in any way concerning the client's solvency or payment of its debts.

GOVERNING LAW

Notwithstanding any rule or implication of law to the contrary, all contracts between the client and ABC shall be deemed to be made construed, enforceable, and according to the law of the State of

A close-up photograph of several amethyst crystals, showing their characteristic purple color and faceted structure. The crystals are clustered together, with some showing sharp points and others more rounded. The lighting highlights the translucency and internal inclusions of the stones.

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Queensland, by mutual consent be subject to the jurisdiction of all the courts of that State.

TERMINATION

Either party may terminate the consulting engagement with written notice. In such cases, any work completed up to that point will be compensated as per the agreed-upon terms.

DISCLAIMER

At ABC we aim to understand our clients' business needs and create solutions which seek to meet and exceed their expectations. ABC cannot be responsible for variations which may occur between client expectations and the impact of the product created by ABC.