

TERMS AND CONDITIONS OF SERVICE

Adverius Pty Ltd

ABN: 42 449 759 221

Canberra, Australian Capital Territory

Last updated: 30-January-2026

1. Definitions and Interpretation

In these Terms:

- **Adverius, we, us, our** means Adverius Pty Ltd.
- **Client, you, your** means the person or entity engaging Adverius.
- **Services** means any services provided by Adverius including, without limitation: Graphic Design, Marketing Plan Development, Advertising, SEO Management, Social Media Handling, Content Creation, Website Development, IT Solutions, Website Maintenance, Flyer Distribution, Photography, and Videography.
- **Deliverables** means all materials, files, content, designs, code, media, documentation, or outputs created.
- **Quote** means a written proposal issued by Adverius.
- **Agreement** means these Terms together with any Quote, Statement of Work, or invoice.

Interpretation:

- Headings are for convenience only.
- Singular includes plural and vice versa.
- References to legislation include amendments and replacements.



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2. Formation of Agreement

2.1 A binding Agreement is formed when the Client:

- accepts a Quote in writing (including email),
- makes any payment,
- or instructs Adverius to commence work.

2.2 These Terms **prevail over any Client terms**, unless expressly agreed in writing.

3. Scope of Services

3.1 Services are provided **strictly in accordance with the accepted Quote or Statement of Work**.

3.2 Any work outside scope — including additional revisions, new platforms, expanded deliverables, or changes in direction — constitutes a **variation** and may incur additional fees.

3.3 Adverius is not responsible for assumptions, expectations, or implied requirements not expressly documented.

4. Fees, Quotes and Payment

4.1 All fees are in **AUD** and **exclusive of GST**, unless stated otherwise.

4.2 Quotes are valid for **14 days** unless stated.

4.3 Payment terms may include:

- deposits,
- milestone payments,
- monthly advance billing for ongoing services.

4.4 Adverius may:



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- suspend services for overdue invoices,
- withhold Deliverables until payment is received in full.

4.5 Late payments may accrue interest at the maximum rate permitted by law.

4.6 The Client is responsible for all third-party costs (including advertising spend, hosting, printing, distribution) unless expressly included.

5. Client Obligations

The Client must:

- provide accurate and timely information, content, approvals, and access,
- ensure supplied materials comply with applicable laws and third-party rights,
- maintain backups of data and systems unless otherwise agreed.

Failure to meet these obligations may:

- delay delivery,
- increase costs,
- or result in revised timeframes.

6. Timeframes and Delays

6.1 Any delivery dates are **estimates only**.

6.2 Adverius is not liable for delays caused by:

- Client inaction or late approvals,
- third-party platforms, suppliers, or service providers,
- regulatory or platform changes,
- force majeure events.



6.3 Where delays are caused by the Client, Adverius may revise schedules and pricing accordingly.

7. Intellectual Property

7.1 **Ownership of final Deliverables transfers only upon full payment** of all amounts due.

7.2 Until payment is made:

- all intellectual property rights remain vested in Adverius.

7.3 Adverius retains ownership of:

- pre-existing materials,
- proprietary systems,
- frameworks, templates, methodologies, and code libraries.

7.4 The Client grants Adverius a licence to display completed work for portfolio, marketing, and promotional purposes unless expressly agreed otherwise.

8. Revisions and Acceptance

8.1 Revisions are limited to those specified in the Quote.

8.2 Additional revisions or changes in direction may incur additional fees.

8.3 Client approval (written or implied) constitutes acceptance of the Deliverable as compliant with the Agreement.



9. Marketing, Advertising and SEO Disclaimer

9.1 Adverius **does not guarantee outcomes**, including rankings, traffic, engagement, conversions, or revenue.

9.2 Performance depends on factors beyond Adverius' control, including algorithms, competition, budgets, and market conditions.

9.3 Advertising spend is non-refundable once committed.

10. Website Development and IT Services

10.1 Adverius is not responsible for failures caused by:

- third-party software,
- hosting providers,
- platform updates,
- cyber incidents outside reasonable control.

10.2 The Client remains responsible for licences, hosting, domains, and compliance unless otherwise agreed.

11. Website Maintenance

11.1 Maintenance services are preventative and **do not guarantee uninterrupted operation or security**.

11.2 Emergency work, restoration, or recovery may be charged separately.

12. Flyer Distribution

12.1 Distribution quantities and coverage are **approximate only**.



12.2 Adverius is not liable for:

- weather impacts,
- inaccessible properties,
- “No Junk Mail” restrictions,
- recipient behaviour.

13. Photography and Videography

13.1 The Client is responsible for securing access, permissions, and releases unless otherwise agreed.

13.2 Raw footage is not supplied unless specified.

13.3 Adverius is not liable for limitations caused by weather, venues, or environmental conditions.

14. Confidentiality

Each party must keep confidential any non-public information obtained during the engagement, except as required by law.

15. Consumer Guarantees (Australian Consumer Law)

15.1 Nothing in this Agreement excludes, restricts, or modifies rights under the **Australian Consumer Law** that cannot be excluded.

15.2 Where the ACL permits limitation, Adverius’ liability is limited to:

- resupplying the services, or
- payment of the cost of resupplying the services.



16. Limitation of Liability

16.1 To the maximum extent permitted by law:

- Adverius is not liable for indirect or consequential loss, including loss of profit, revenue, data, or opportunity.

16.2 Total liability is capped at the amount paid for the relevant Services giving rise to the claim.

17. Termination

17.1 Either party may terminate by written notice.

17.2 Upon termination:

- work completed to date is payable,
- deposits are non-refundable,
- intellectual property transfers only upon full payment.

18. Force Majeure

Adverius is not liable for failure or delay caused by events beyond reasonable control, including natural disasters, pandemics, power failures, or government actions.

19. Governing Law and Jurisdiction

This Agreement is governed by the laws of the **Australian Capital Territory**, and the parties submit to the courts of the ACT.

Adverius may also enforce its rights in New South Wales where services are provided.



20. Entire Agreement

This Agreement constitutes the entire agreement between the parties and supersedes all prior discussions or representations.

21. Amendments

Adverius may update these Terms from time to time. Updated Terms apply to new engagements.



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