

Terms and Conditions of Service

Frikman & Co. • Australian business clients

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These terms cover the consulting, monthly advisory, website design and content services expressly included in your quotation. The client is the legal person named in the quotation (you). Read these terms with the quotation before accepting. Only the services you purchase apply to your engagement.

1 Agreement and acceptance

The agreement comprises the accepted quotation, this version of these terms supplied before acceptance, and changes subsequently agreed by both parties in writing. Acceptance is by signature or express email acceptance by an authorised representative. Payment alone does not introduce terms that were not supplied before agreement.

Project-specific conditions expressly agreed in the quotation prevail over conflicting general terms, subject to mandatory law. Your purchase order or other standard terms apply only if we expressly agree to them in writing. A later invoice or website update does not change an existing agreement.

2 Scope and professional standards

We will perform the agreed services with due care and skill. The quotation must identify the client, venues, services, deliverables, exclusions, included revisions, timetable, fees, payment stages and any ongoing commitments. Services not expressly included require agreement under clause 4.

Consulting may include operational reviews, profitability analysis, purchasing, stock management or commercial recommendations. Our audits are management reviews, not statutory or assurance audits. We do not provide legal, migration, tax or regulated financial advice. Implementation and authority to manage operations are included only where expressly agreed.

Forecasts, recommendations and savings estimates depend on assumptions, available information and implementation. We do not guarantee a particular profit, saving, booking volume, ranking or marketing result. This does not limit statutory guarantees or an express commitment in the quotation.

3 Cooperation and authority

You will provide accurate information, lawful permissions, timely feedback and reasonable access needed for the work, and tell us about known errors or material changes. We will raise apparent gaps or inconsistencies relevant to our work. You remain responsible for business decisions, staffing, regulatory compliance and implementation, and obtaining specialist advice where appropriate.

Each party will nominate a contact authorised to approve project matters. We cannot sign supplier contracts, spend advertising budgets, publish content, launch a website or make purchases on your behalf without your specific written authority. You will tell us about site safety requirements before visits; both parties will comply with applicable safety duties.

4 Timing and changes

The timetable depends on the agreed inputs and approvals. Each party must promptly explain a likely delay and cooperate on a reasonable revised timetable. Client delay does not automatically create extra fees. If a prolonged delay affects reserved resources or scope, we will discuss options and obtain written agreement before charging additional amounts.

Neither party may change scope, fees or deliverables unilaterally. Additional work, revisions beyond the agreed allowance, visits, travel, advertising spend and third-party expenses require written approval of scope, cost and timing before commitment. An informal request alone does not authorise a charge.

5 Fees GST and payment

Fees are in Australian dollars. The quotation must state whether GST applies and the total payable, including any unavoidable charges known at acceptance. We will charge GST only where lawfully applicable and issue the required invoice. Unpriced third-party costs require approval before commitment.

Unless expressly stated in the quotation, no deposit is required and invoices are payable within 14 calendar days of issue. Any agreed deposit is credited against the fees and is not automatically non-refundable. For project work, the quotation may specify an initial payment and milestone payments. For monthly work, it must state the billing date and whether invoicing is in advance or arrears.

Raise an invoice query promptly in writing with reasons. We will work to resolve it; undisputed amounts remain payable when due. These standard terms impose no late interest, collection surcharge or automatic cancellation penalty. Fees cannot be increased during an agreed fixed term without both parties' written agreement.

6 Monthly advisory and content packages

A monthly package is limited to the activities, hours or capacity, meeting frequency, deliverable quantities and revision rounds stated in its quotation. Phrases such as "full content creation" do not mean unlimited work; the agreed quantities and production scope must be specified before acceptance. Unused capacity carries forward only if expressly agreed.

Any initial term, including a three-month commitment, applies only if prominently stated in the accepted quotation with its start and end dates, monthly fee and total initial-term price. If no initial term is stated, the arrangement is monthly and either party may end it on 30 calendar days' written notice, subject to clause 13.

A fixed initial term ends on its agreed end date unless both parties agree in writing to continue. There is no automatic new fixed term. Any agreed month-to-month continuation may be ended by either party on 30 calendar days' written notice. Proposed changes to scope or price require express agreement before taking effect; silence is not acceptance.

We will continue delivering agreed services during a notice period unless otherwise agreed. Monthly arrangements do not remove rights to end for breach, obtain statutory remedies or request an early exit under clause 13. Remaining fixed-term fees do not become automatically payable on cancellation.

7 Reviews corrections and completion

The quotation should state review stages, included revision rounds and any objective acceptance criteria. Unless otherwise agreed, please provide consolidated feedback within 10 business days of receiving a review version. We may send a reminder and agree to a revised timetable if feedback is delayed. Silence does not amount to acceptance or waive rights.

A revision round means one consolidated set of changes within the agreed brief. A new design direction or material scope change is handled under clause 4. Correcting our failure to meet the agreed scope, specification or applicable guarantee is not an additional paid revision.

We will identify final deliverables and provide the agreed files or access. Please notify us promptly of omissions or defects so we can investigate and provide an appropriate remedy. A review period, payment, launch or sign-off does not remove rights under law or excuse a defect that was not reasonably apparent on review.

8 Website design and handover

The quotation must specify the pages, languages, content responsibilities, functions, integrations, platform, supported browsers, revision rounds and any migration, accessibility, search optimisation or training included. Unless expressly included, the project excludes e-commerce, custom software, payment processing, legal policies, ongoing hosting, maintenance and paid third-party subscriptions.

We will create a responsive website for the agreed scope and test the specified functions on current commonly used mobile and desktop browsers at delivery. The quotation may specify a narrower or additional compatibility requirement. Identical appearance on every device, continuous third-party availability and a particular search ranking are not promised.

You will supply or approve business information, pricing, images, menus, claims and legal notices, with the necessary rights and permissions. We will flag obvious issues relevant to our work. We will not publish without your written launch approval. You decide whether to obtain legal or specialist accessibility advice; we remain responsible for obligations that lawfully apply to our services.

Domains, hosting accounts and essential subscriptions should be registered in your name wherever practical. The quotation must identify who pays recurring fees and who manages renewals, backups and security after handover. We will not create a recurring subscription or approve provider terms on your behalf without specific authority.

At handover, we will provide the files, administrator access and documentation included in the quotation, and explain any platform, licence or export restrictions disclosed before acceptance. You retain access to client-owned accounts. We will not use control of your domain or an unrelated account to pursue a payment dispute.

We will correct reproducible defects caused by our failure to meet the agreed specification without extra charge. A 30-calendar-day post-launch review period is available to report such issues; it is not a cut-off for statutory or other contractual rights. New content, later third-party changes and client modifications are outside the original scope unless included. Any maintenance or service-level commitment must be agreed separately.

9 Multimedia and marketing content

The quotation must define content types, quantities, channels, production arrangements, revision rounds, delivery formats, and whether source files, photography, filming, posting, advertising or account management are included. Paid media, travel, talent and stock licences are charged only as agreed.

We will obtain approval before publishing or scheduling content on your behalf. You must identify an authorised approver and provide lawful permissions for supplied material and identifiable people, premises or brands. We will identify additional permissions needed for material we commission and obtain those allocated to us. Both parties must take reasonable care to avoid misleading claims and comply with laws applying to their activities.

We will disclose material stock, platform or AI-generated components and relevant usage restrictions. We will not promise exclusive ownership of third-party or AI-generated material. Confidential information will not be entered into public AI tools without your informed written agreement. Approval does not relieve us of responsibility for our own breach or negligence.

10 Intellectual property and permitted use

You retain your supplied materials and data. You grant us a limited permission to use them only to perform the services. Each party retains its pre-existing methods, know-how, templates, code and tools. Unless expressly assigned in writing, we retain copyright we own in newly created deliverables, subject to the licences below.

For final deliverables whose agreed fees have been paid, we grant a perpetual, worldwide, non-exclusive, royalty-free licence to use, copy and adapt them for the purposes of your business. Consulting materials may be shared confidentially with your staff, professional advisers and service providers supporting your business.

For website and multimedia deliverables, the licence expressly includes public display, publication, commercial promotion, hosting, reproduction, adaptation and distribution through your business channels. You may authorise hosting providers, agencies and contractors to exercise those rights on your behalf, and transfer the licence with the relevant business or website. Separate resale or commercial licensing of our reusable templates or tools is not included.

Before the relevant payment is due, you may review and test supplied materials privately. If we authorise launch or publication before payment, you also have permission for that agreed use while payment is not overdue or is genuinely disputed. We will not revoke rights already granted for paid deliverables merely because a separate fee is disputed. Statutory remedies remain available.

Third-party and open-source components remain subject to their own licences. We will disclose material restrictions and recurring costs before you commit and ensure we can grant the rights we promise. Any bespoke ownership assignment must be expressly agreed in writing. Drafts, rejected concepts and working files are excluded from final delivery unless the quotation includes them; this does not restrict use of your own materials.

11 Confidentiality and personal information

Each party will protect the other's non-public information, use it only for the engagement and disclose it only to people who need access and must protect it. This excludes information lawfully known beforehand, independently developed, publicly available without breach or lawfully received from another source. Legally required disclosure is permitted, with prior notice where lawful.

Use aggregated or de-identified guest and employee data where practical. Supply personal information only where necessary and lawfully authorised. We will use reasonable safeguards, limit access, and comply with privacy and data-handling laws applying to us. We will notify you promptly of a suspected or confirmed incident affecting your information and cooperate on legally required responses. Neither party may disclose the other's confidential information to a new overseas service without the approval required by the agreed data arrangements.

On request or at project end, we will return or securely delete your confidential materials, except records reasonably needed for legal, tax, insurance or dispute purposes and protected backups retained through normal cycles. Retained information remains protected. We will not use your name, logo, testimonial or project results publicly without your written consent.

12 Subcontractors and referrals

We will obtain your written agreement before engaging a subcontractor who will access your premises, confidential information or personal information, explaining the access and material overseas handling. Subcontractors must comply with appropriate confidentiality, security and intellectual property obligations. We remain responsible for subcontracted services.

Any supplier referral payment or commission must be disclosed before you decide whether to proceed. You remain free to select suppliers. We will not accept an undisclosed commission or commit you to a supplier contract without specific written authority.

13 Cancellation suspension and refunds

Either party may end a one-off project for convenience by written notice. Monthly notice periods and initial terms are described in clause 6. If either party requests an early exit from a fixed monthly term, the parties will discuss a reasonable written exit arrangement; neither party may impose an unagreed exit charge.

Whenever services end, amounts due are limited to services properly performed and reasonable, unavoidable third-party commitments approved in advance. Work in progress is valued using agreed milestones or rates or, if none are specified, the fair proportion of agreed work completed. There is no automatic entitlement to payment for all unperformed future services or a penalty. Any agreed early-exit arrangement must comply with law, avoid double recovery and take account of costs saved and reasonable mitigation.

We will provide an itemised reconciliation and take reasonable steps to reduce cancellation costs. Amounts charged cannot exceed the agreed fees and approved extras for the relevant engagement. Any prepayment exceeding sums properly due will be refunded within 14 calendar days of termination or an earlier deadline required by law. Undisputed refunds will not be withheld pending a separate dispute.

For material breach, the affected party may give written particulars and at least 10 business days to remedy before terminating, unless immediate termination is permitted by law. We may suspend affected work for an undisputed overdue payment only after written notice and at least seven calendar days to pay. We will explain the impact and discuss a reasonable revised timetable. Suspension does not authorise deletion of your data or taking down a client-owned live website.

Statutory cancellation, refund and remedy rights are preserved. On termination we will provide paid-for deliverables and reasonable handover information, return client-owned access and revoke our access where appropriate. Any additional transition work requires a separately agreed scope and price. Clauses concerning accrued payments, intellectual property, confidentiality, remedies and disputes continue as needed.

14 Statutory rights and responsibility

Nothing excludes, restricts or modifies any guarantee, right or remedy that cannot lawfully be excluded under the Australian Consumer Law or other applicable law. These protections may apply to business purchases. Where applicable guarantees are not met, you retain the remedies available under law.

Each party remains responsible to the extent provided by law for loss caused by its breach, negligence or other wrongful conduct. These terms do not impose a blanket exclusion, an automatic monetary liability cap or a client indemnity. Any proposed additional limitation must be expressly agreed and lawful. Each party must take reasonable steps to reduce avoidable loss.

A failure genuinely beyond a party's reasonable control requires prompt notice and reasonable mitigation. The parties will discuss a revised timetable or termination if performance becomes impractical. This does not excuse payment already due for properly performed services, permit charges for services not supplied, excuse a failure to take reasonable precautions or remove statutory rights.

15 Disputes notices and governing law

Raise disputes in writing with the relevant facts and proposed resolution. The parties will try in good faith to resolve them within 14 calendar days and may agree to use the NSW Small Business Commissioner or a mediator. Mediation costs are shared only if agreed. Nothing prevents urgent relief, a regulatory complaint, access to a competent court or tribunal, or exercising statutory rights.

Notices may be sent to the email addresses in the quotation, updated by notice. A notice is effective when received; if it arrives outside business hours, it is treated as received on the next business day. A delivery failure requires another reasonable method. Business days exclude weekends and public holidays in Sydney; business hours are 9 am to 5 pm Sydney time.

New South Wales law governs, subject to mandatory laws elsewhere. Jurisdiction is non-exclusive. Changes require both parties' written agreement. If a provision is unenforceable, the rest continues where lawful. These terms do not create an employment, partnership or agency relationship beyond any authority expressly granted.

Client acceptance

By signing the quotation, the client confirms that they have received and read these Terms and Conditions of Service, version 1.1 dated 26 October 2026, before signing, and accepts them in full and without reservation, subject to any amendments expressly agreed in writing by both parties. The signatory confirms that they are authorised to enter into this agreement on the client's behalf. No separate signature of these terms is required. Nothing in this acceptance excludes, restricts or waives any right or remedy that cannot lawfully be excluded under Australian law.