

# Terms and Conditions

1. All invoices rendered to the client are due and payable within 14 days of date of invoice. If payment is not received by the due date, interest is chargeable at the rate of 14% per annum capitalised calendar monthly. The Client agrees that it is liable for all costs (including legal costs and disbursements on a full indemnity basis), expenses, loss or damage incurred or suffered by Cadro Pty Ltd as a result of any action, demands, prosecution or proceedings brought by Cadro Pty Ltd in connection with the recovery of monies owed to it.
2. Subject to events outside of our control, Cadro Pty Ltd will to the best of its ability complete the work requested within the agreed period after acceptance of the work.
3. The client will provide the required information and assistance as and when required to enable the work to proceed and, where necessary, access to systems as specified.
4. If there is a delay in the completion of a phase or part of the project is cancelled, at the client's request or due to factors outside our control, Cadro Pty Ltd reserves the right to invoice pro rata for completed stages.
5. The cost of equipment and software required, if any, is not included. It is to be paid directly to the supplier of the equipment or software.
6. The client changing any code or allowing a third party to change any code will void any warranty.
7. The client retains all rights in any proprietary material including programs, text, graphics and logos supplied to Cadro Pty Ltd.
8. Cadro Pty Ltd agrees to hold all information supplied by the client as confidential and to be used only for the purpose of carrying out work on behalf of the client, unless explicit permission is sought and given to do otherwise.
9. Cadro Pty Ltd retains the copyright in all programs and embedded macros to be supplied as part of the above mentioned deliverables and therefore retains all rights, including without limitation, the right to copy, distribute, publish, display or modify the copyright work, and to transfer, assign or grant license of any such rights.
10. Cadro Pty Ltd agrees that all software and source code developed for the client is available for unlimited use by the client during the term of the contract and after the completion of the contract, subject to the provision that developer licence keys from third parties (e.g. MYOB) will be deleted from the source provided and interfaces containing such keys may only be used as part of software supplied or approved by Cadro Pty Ltd.
11. Cadro Pty Ltd retains the copyright to its own pre-existing modules and macros which may be supplied as part of the above mentioned deliverables and therefore retains all rights, including without limitation, the right to reuse, copy, distribute, publish, display or modify the pre-existing work, and to transfer, assign or grant license of any such rights.
12. The client is granted licence to freely use such material themselves but not to sell or otherwise distribute that material except where incorporated in new work to which copyright has been assigned or where permission is explicitly granted.
13. Where modules, documents and components from a third party are used, Cadro Pty Ltd assigns the right to use those components to the extent that Cadro has the right to assign those rights. If the right to use such a component is conditional on the client obtaining a licence from the third party, the onus is on the client to obtain such licence.
14. The client(s) may permit their employees and subcontractors to copy the material to their own computers and servers and transmit copies by email, for the clients own use only.
15. The client agrees not to change or delete or permit the change or deletion of any copyright or proprietary notices.
16. The client agrees that Cadro Pty Ltd is not responsible for any consequences of using software supplied under this agreement or the manner in which the software is used.
17. Should a dispute arise between the parties over whether the software provided pursuant to this agreement fulfils the requirements detailed herein then the parties agree to the mutual appointment and assessment of the software provided by an independent expert. The independent expert's decision on whether said software fulfils the requirements of it pursuant to this agreement is binding on both parties. The independent expert's costs are to be borne by the party at fault in the dispute.
18. This Agreement is governed by the laws of Victoria, Australia.