East Gippsland IT - Master Terms and Conditions

Website reference version | Last updated 23 June 2026 | No signature required

Supplier	RW Distributors Pty Ltd trading as East Gippsland IT
ABN	55 087 915 884
Purpose	Published website terms for clients and prospective clients. These terms are not a signature document.

1. About These Terms

These Master Terms and Conditions apply to services supplied by RW Distributors Pty Ltd trading as East Gippsland IT, ABN 55 087 915 884.

These terms are published for client reference and do not need to be signed separately. A customer accepts these terms by signing, approving, ordering, accepting, or continuing with a quote, proposal, statement of work, service agreement, order form, online order, support request, renewal, or other agreement that refers to East Gippsland IT's terms.

2. Agreement Structure

These terms apply together with any quote, statement of work, service schedule, proposal, order, renewal notice, or other written agreement between East Gippsland IT and the customer.

If there is an inconsistency, the more specific document will apply first, then these Master Terms and Conditions, unless otherwise required by law.

3. Services

East Gippsland IT may provide managed IT services, professional services, support, cloud services, software licensing, telecommunications, cyber security services, hosting, backup, device leasing, procurement, and related technology services.

The specific services, inclusions, exclusions, pricing, term, service levels, and customer responsibilities will be set out in the relevant quote, statement of work, service schedule, or agreement.

4. Customer Responsibilities

The customer must provide accurate information, timely access, administrator permissions, approvals, passwords, systems, facilities, third-party account access, and cooperation reasonably required for East Gippsland IT to provide the services.

The customer remains responsible for its own business decisions, internal policies, users, data, legal compliance, backups not expressly managed by East Gippsland IT, and the suitability of any requested service for its business needs.

5. Third-Party Products And Services

Many technology services rely on third-party vendors, distributors, carriers, registries, software platforms, cloud providers, hardware manufacturers, and upstream service providers.

Third-party products and services are subject to the relevant third party's terms, availability, pricing, licensing rules, support limits, and service changes.

East Gippsland IT is not responsible for third-party outages, price changes, feature changes, end-of-life decisions, security incidents, licensing restrictions, or vendor decisions except to the extent caused by East Gippsland IT's breach of these terms.

6. Charges And Payment

The customer must pay all fees, charges, expenses, subscriptions, licences, usage charges, third-party costs, hardware costs, setup fees, migration fees, call charges, and out-of-scope labour charges set out in the relevant agreement or otherwise approved by the customer.

Recurring charges are generally billed in advance. Usage charges, third-party pass-through charges, and out-of-scope labour may be billed in arrears.

Unless otherwise agreed, out-of-scope labour may be billed weekly in arrears.

East Gippsland IT may suspend or limit services if undisputed invoices remain overdue after reasonable notice.

7. Price Changes

East Gippsland IT may change pricing to reflect vendor, distributor, carrier, registry, exchange rate, licensing, platform, or upstream cost changes.

East Gippsland IT may also review service pricing periodically on reasonable written notice.

8. Support

Support is provided during East Gippsland IT's standard support hours unless after-hours support has been expressly agreed.

Support requests should be logged through East Gippsland IT's approved support channels.

Response and resolution times may depend on priority, customer cooperation, third-party involvement, access, parts, vendor support, network conditions, and the nature of the issue.

9. Out-Of-Scope Work

Work outside the agreed scope may be charged at East Gippsland IT's standard labour rates or another agreed rate.

Out-of-scope work may include projects, remediation, cyber incident response, data recovery, unsupported systems, third-party failures, user-caused issues, unauthorised changes, or work caused by factors outside East Gippsland IT's control.

10. Customer Data, Privacy And Security

The customer owns its data. East Gippsland IT may access, use, store, process, copy, transfer, or disclose customer data only as reasonably required to provide, secure, support, bill, improve, or administer the services, or as required by law.

Each party must take reasonable steps to protect personal information and confidential information in its control. Where the Privacy Act 1988 applies, the parties will comply with applicable privacy obligations.

11. Cyber Security

No technology service can guarantee complete protection from cyber threats.

East Gippsland IT will provide any agreed cyber security services with reasonable care and skill, but the customer remains responsible for user behaviour, internal controls, passwords, MFA, device security, insurance, policies, and business continuity unless expressly included in the agreed services.

12. Intellectual Property

East Gippsland IT and its licensors retain ownership of tools, scripts, methods, processes, documentation, know-how, templates, configurations, and intellectual property used to provide the services.

The customer receives only the rights expressly granted under the relevant agreement or third-party licence terms.

13. Confidentiality

Each party must keep the other party's confidential information confidential and use it only for the purpose of performing or receiving the services, unless disclosure is required by law or authorised in writing.

14. Australian Consumer Law

Nothing in these terms excludes, restricts, or modifies any consumer guarantee, right, remedy, or protection that cannot lawfully be excluded under the Australian Consumer Law.

To the maximum extent permitted by law, East Gippsland IT's liability is limited to resupplying the services or paying the cost of having the services supplied again.

15. Liability

To the maximum extent permitted by law, East Gippsland IT is not liable for indirect loss, loss of profit, loss of revenue, loss of business opportunity, loss of goodwill, business interruption, data loss, third-party service failure, or consequential loss.

East Gippsland IT's total liability for a claim is limited to the amount paid by the customer for the affected service in the three months before the event giving rise to the claim, except where the law does not allow that limitation.

16. Termination

Either party may terminate an agreement where the other party commits a material breach and does not remedy it within a reasonable time after written notice.

East Gippsland IT may terminate or suspend services immediately where required by law, required by an upstream provider, necessary to protect systems or other customers, or where continued service creates a material security, legal, operational, or payment risk.

17. Disputes

The parties must first try to resolve disputes in good faith through senior representatives.

Either party may seek urgent injunctive or protective relief where required.

18. Changes To These Terms

East Gippsland IT may update these Master Terms and Conditions from time to time by publishing an updated version on its website.

The version that applies to a particular service is the version referenced by the applicable quote, statement of work, service schedule, or agreement, unless otherwise agreed.

19. Governing Law

These terms are governed by the laws of Victoria, Australia. The parties submit to the courts of Victoria and courts entitled to hear appeals from those courts.

Important note: These terms are a practical business template and should be reviewed by qualified Australian legal counsel before publication or reliance.