



## SAFETYLINK'S WEBSITE TERMS AND CONDITIONS

### 1. TERMINOLOGY

- 1.1 In these terms and conditions, the expressions “we”, “us” and “our” are a reference to SafetyLink Pty Ltd ACN 081 777 371.

### 2. APPLICATION OF THESE TERMS AND CONDITIONS

- 2.1 These terms and conditions apply to the use of this website, including the purchase of goods over this website. In using this website for these or any other purposes, you agree to be bound by these terms and conditions. If you do not accept these terms and conditions, you must refrain from using the website. These terms and conditions must be read in conjunction with any other applicable terms and conditions governing the use of this website.

### 3. APPLICATION OF OUR STANDARD TERMS OF SALE

- 3.1 Our standard Terms of Sale ( [Download here](#) ) will apply to any purchase of our goods and services over this website. In the event of inconsistency between these terms and conditions and our Terms of Sale, these terms and conditions will prevail.

### 4. AMENDMENTS TO THESE TERMS AND CONDITIONS

We reserve the right to amend these terms and conditions from time to time. Amendments will be effective immediately upon notification on this website. Your continued use of the website following such notification will represent an agreement by you to be bound by the terms and conditions as amended.

### 5. WEBSITE ORDERING PROCEDURE

- 5.1 You may offer to purchase goods described on this website for the price specified on this website.
- 5.2 Your order must contain your name, email address, credit card details and any other ordering information specified on this website.
- 5.3 Within seven days of receipt of your order, we will at our discretion accept or reject your offer to purchase.
- 5.4 You may not cancel an order once it has been submitted, even if our acceptance or rejection of your offer is still pending.
- 5.5 We are not required to give reasons for rejecting your offer to purchase.
- 5.6 If we reject your offer to purchase the goods for any reason, neither of us will be under any further liability to the other arising out of your original offer or our non-acceptance of that offer.
- 5.7 If we have not responded to you within seven days, your offer will be deemed to be rejected.
- 5.8 We give no undertaking as to the availability of products advertised on this website.
- 5.9 Delivery of the goods to you will be effected in the manner described on this website.
- 5.10 Payment must be effected in the manner described on the website and our Terms of Sale.
- 5.11 The goods are offered for sale only to persons who can make legally binding contracts.

### 6. CANCELLATION DUE TO ERROR

- 6.1 You acknowledge that despite our reasonable precautions, products may be listed at an incorrect price or with incorrect information due to a typographical error or like oversight. In these circumstances, we reserve the right to cancel the transaction, notwithstanding that your order has been confirmed and your credit card has been charged. We reserve this right up until the time of delivery of goods to you. If a cancellation of this nature occurs after your credit card has been charged for the purchase, we will immediately issue a credit to your credit card account for the amount in question.

### 7. DISCLAIMER

- 7.1 Unless otherwise agreed between the parties in writing, it is your responsibility to ensure that only competent and trained persons carry out the installation of the goods purchased over our website. We do not accept any responsibility for any loss or damage caused by:
- (a) inadequate, incorrect or improper installation;
  - (b) any modification of the goods not expressly authorised in writing by the seller;
  - (c) misuse;
  - (d) inadequate, incorrect or improper maintenance;
  - (e) any use outside of the specifications of the goods.
- 7.2 We do not accept responsibility for any loss damage, however caused (including through negligence), which you may directly or indirectly suffer in connection with your use of this website or any linked website, nor do we accept any responsibility for any such loss arising out of your use of or reliance on information contained on or accessed through this website.

- 7.3 To the extent permitted by law, any condition or warranty which would otherwise be implied into these terms and conditions is hereby excluded. Where legislation implies any condition or warranty, and that legislation prohibits us from excluding or modifying the application of, or our liability under, any such condition or warranty, that condition or warranty will be deemed included but our liability will be limited for a breach of that condition or warranty to one or more of the following:
- (a) if the breach relates to goods,
    - (i) the replacement of the goods or the supply of equivalent goods,
    - (ii) the repair of such goods,
    - (iii) the payment of the cost of replacing the goods or of acquiring equivalent goods or
    - (iv) the payment of the cost of having the goods repaired; and
  - (b) if the breach relates to services,
    - (i) the supplying of the services again or
    - (ii) the payment of the cost of having the services supplied again.

- 7.4 Except in relation to liability for personal injury (including sickness and death), and except as otherwise stipulated in these terms and conditions, we will not accept liability to you in respect of any loss or damage (including indirect, special, or consequential loss or damage) which may be suffered or incurred by you or which may arise directly or indirectly in respect of goods or services supplied pursuant to an order placed on this website or in respect of any failure or omission on our part to comply with our obligations as set out in these terms and conditions.

## 8. EXCEPTION TO DISCLAIMER

- 8.1 This disclaimer set out in these terms and conditions does not attempt or purport to exclude liability arising under statute if, and to the extent, such liability cannot be lawfully excluded.

## 9. SPECIFIC WARNINGS

- 9.1 You must ensure that your access to this website is not illegal or prohibited by laws which apply to you.
- 9.2 You must take your own precautions to ensure that the process which you employ for accessing this website does not expose you to the risk of viruses, malicious computer code or other forms of interference which may damage your own computer system. For the removal of doubt, we do not accept responsibility for any interference or damage to your own computer system which arises in connection with your use of this website or any linked website.
- 9.3 Whilst we have no reason to believe that any information contained on this website is inaccurate, we do not warrant the accuracy, adequacy or completeness of such information, nor do we undertake to keep this website updated. We do not accept responsibility for loss suffered as a result of reliance by you upon the accuracy or currency of information contained on this website.
- 9.4 We make no warranty that goods acquired from us over this website will meet your requirements.
- 9.5 Details contained on this website relating to goods or services have been prepared in accordance with Australian law and may not satisfy the laws of any other country. We do not warrant that the details on this website concerning those goods or services will satisfy the laws of any other country. It is your responsibility to determine whether these details satisfy the laws of the jurisdiction where you reside (if that jurisdiction is outside Australia) and if the details do not satisfy the laws of your jurisdiction, you may not order any goods or services from this website.
- 9.6 You acknowledge that despite all reasonable precautions on our part, there is a risk of unauthorised access to or alteration of your transmissions or data or of information contained on your computer system or on this website. We do not accept responsibility or liability of any nature for any such losses which you may sustain as a result of such activity.

## 10. INTELLECTUAL PROPERTY

- 10.1 Copyright in this website (including text, graphics, logos, icons, sound recordings and software) is owned or licensed by us. Other than for the purposes of, and subject to the conditions prescribed under, the *Copyright Act 1968* Cth and similar legislation which applies in your location, and except as expressly authorised by these terms and conditions, you may not in any form or by any means:
- (a) adapt, reproduce, store, distribute, print, display, perform, publish or create derivative works from any part of this website; or
  - (b) commercialise any information, products or services obtained from any part of this website; without our written permission.
- 10.2 Except where otherwise specified, any word or device to which is attached the ™ or ® symbol is a registered trade mark.
- 10.3 If you use any of our trade marks in reference to our activities, products or services, you must include a statement attributing that trade mark to us. You must not use any of our trade marks:
- (a) in or as the whole or part of your own trade marks;
  - (b) in connection with activities, products or services which are not ours;
  - (c) in a manner which may be confusing, misleading or deceptive;
  - (d) in a manner that disparages us or our information, products or services (including this website).

## 11. RESTRICTED USE

Version: 06.2017



- 11.1 Unless we agree otherwise in writing, you are provided with access to this website only for your personal use. You are authorised to print a copy of any information contained on this website for your personal use, unless such printing is expressly prohibited. Without limiting the foregoing, you may not without our written permission on-sell information obtained from this website.

## 12. LINKED WEBSITES

- 12.1 This website may contain links to other websites ( "linked websites" ). Those links are provided for convenience only and may not remain current or be maintained.
- 12.2 We are not responsible for the content or privacy practices associated with linked websites.
- 12.3 Our links with linked websites should not be construed as an endorsement, approval or recommendation by us of the owners or operators of those linked websites, or of any information, graphics, materials, products or services referred to or contained on those linked websites, unless and to the extent stipulated to the contrary.
- 12.4 Responsibility for the content of advertisements appearing on this website (including hyperlinks to advertisers' own websites) rests solely with the advertisers. The placement of such advertisements does not constitute a recommendation or endorsement by us of the advertisers' products and each advertiser is solely responsible for any representations made in connection with its advertisement.

## 13. HOW WE HANDLE E MAILS

- 13.1 We will preserve the content of any e-mail you send us if we believe we have the legal requirement to do so. Your e-mail message content may be monitored by us for trouble-shooting or maintenance purposes or if any form of e-mail abuse is suspected.

## 14. SECURITY OF INFORMATION

- 14.1 Unfortunately, no data transmission over the Internet can be guaranteed as totally secure. Whilst we strive to protect such information, we do not warrant and cannot ensure the security of any information which you transmit to us. Accordingly, any information which you transmit to us is transmitted at your own risk. Nevertheless, once we receive your transmission, we will take reasonable steps to preserve the security of such information.

## 15. TERMINATION OF ACCESS

- 15.1 Access to this website may be terminated at any time by us without notice. Our disclaimer will nevertheless survive any such termination.

## 16. GOVERNING LAW

- 16.1 These terms and conditions are governed by the laws in force in New South Wales. You agree to submit to the exclusive jurisdiction of the courts of that jurisdiction.

## 17. GENERAL

- 17.1 We accept no liability for any failure to comply with these terms and conditions where such failure is due to circumstance beyond our reasonable control.
- 17.2 If we waive any rights available to us under these terms and conditions on one occasion, this does not mean that those rights will automatically be waived on any other occasion.
- 17.3 If any of these terms and conditions are held to be invalid, unenforceable or illegal for any reason, the remaining terms and conditions shall nevertheless continue in full force.

## 18. TO RETURN TO THE WEBSITE

- 18.1 To return to the website, click where indicated. By doing so, you acknowledge that you have read, understood and accept the above terms of use.

## 19. PRIVACY

- 19.1 SafetyLink acknowledges and respects your privacy and is committed to complying with the *Privacy Act 1988*, including the Australian Privacy Principles. For more information about how we collect, hold, use and disclose personal information, please review our Privacy Policy, which is available at [www.heightsafety.com](http://www.heightsafety.com).
- 19.2 By using this website or by purchasing any products or services from this website or by submitting information to this website, you agree to the collection, use and disclosure of your personal information by SafetyLink in accordance with our Privacy Policy.