

# TERMS & CONDITIONS

## Website Terms and Conditions

### 1) Introduction

- a) Welcome to Townsville Affordable Pest Control & Termite Solutions (**TAPCTS**) online booking website; available at [www.townsvillepestcontrol.com.au](http://www.townsvillepestcontrol.com.au) (**Site**). By using or browsing this Site, you accept the following Terms and Conditions in full. If you disagree with these Terms and Conditions or any part of these Terms and Conditions, you must not use this Site.
- b) The Terms and Conditions (**Terms and Conditions**) apply to every person who uses our information, documents, software, and any other products and/or services that we provide, together referred to as (**Services**). By using this Site, you signify your acceptance of these Terms and Conditions. For the purposes of these Terms and Conditions, "Us", "Our" and "We" refers to (TAPCTS) and "You" and "Your" refers to you, the client, visitor, website user or person using our website.
- c) In using our Site and/or Services, you warrant that you have had sufficient opportunity to access these Terms and Conditions, and that you have read, accepted and will comply with these Terms and Conditions. You must be over 18 years of age to use this website and to purchase any of our Services. If you do not agree to these Terms and Conditions, do not use our Site and/or Services.

### 2) Amendment of terms

- a) We reserve the right to change, modify, add or remove portions of these Terms and Conditions from time to time. Revised Terms and Conditions will apply to the use of this Site from the date of publication on the new Terms and Conditions on this Site. Please check these Terms and Conditions regularly prior to using our Site to ensure you are aware of any changes. If you choose to use our Site then we will regard that use as conclusive evidence of your agreement and acceptance that these Terms and Conditions govern you and (TAPCTS) rights and obligations to each other.

### 3) Limitation of Liability

- a) By using our Site you agree and accept that (TAPCTS) is not legally responsible for any loss or damage you may incur in relation to your use of the Site, whether for errors or from omissions in our content or information, any goods or services we may offer or from any other use of the Site or Services. This includes your use or reliance on any third party content, links, comments or advertisements. Your use of, or reliance on, any content or information on this Site is entirely at your own discretion & risk, for which we shall not be liable.
- b) It is your own responsibility to ensure that any Services available through this Site meet your specific and personal requirements. You acknowledge that such information and materials may contain inaccuracies or errors and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law.

### 4) Australian Consumer Law and Consumer Guarantees

- a) For the purposes of Schedule 2 of the Australian Consumer Law, in particular Sections 51 to 53, 64 and 64A of Part 3-2, Division 1, Subdivision A of the Competition and Consumer Act 2010 (Cth). The liability of (TAPCTS) for any breach of a term of this agreement is limited to; the supplying of the goods or services to you again, the replacement of the goods, or the payment of the cost of having the goods or services supplied to you again.

**5) Returns and Refunds Policy**

- a) (TAPCTS) processes refunds in accordance with the Australian Consumer Protection legislation. You must have a valid reason for requesting a refund, all refunds are made at the discretion of TAPCTS).

**6) Links To Other Websites**

- a) TAPCTS) may from time to time provide on its Site, links to other websites, advertisements and information on those websites for your convenience. This does not necessarily imply sponsorship, endorsement, or approval or arrangement between TAPCTS) and the owners of those websites. TAPCTS) takes no responsibility for any of the content found on the linked websites.
- b) (TAPCTS) Site may contain information or advertisements provided by third parties for which TAPCTS) accepts no responsibility whatsoever for any information or advice provided to you directly by third parties. We are making a 'recommendation' only and are not providing any advice nor do we take any responsibility for any advice received in this regard.

**7) Privacy Policy**

- a) We are committed to protecting your privacy. We agree to comply with the legal requirements of the Australian Privacy Principles as set out in the Privacy Act 1988 (Cth). Our Privacy Policy sets out the manner in which we treat your personal information. Please read our separate Privacy Policy carefully.

**8) Disclaimer**

- a) To the fullest extent permitted by law, (TAPCTS) absolutely disclaims all warranties, expressed or implied, including, but not limited to, implied warranties of merchantability and fitness for any particular purpose. (TAPCTS) gives no warranty that our Site or its server is free of viruses or any other harmful components.
- b) Whilst we, at all times endeavour to have the most accurate, reliable and up-to-date information on our Site, we do not warrant or make any representations regarding the use or the result of the use of any document, product, service, link or information on the Site or as to its correctness, suitability, accuracy, reliability, or otherwise.
- c) It is your sole responsibility and not the responsibility of (TAPCTS) to bear any or entire costs of servicing, repairs, or correction. The applicable law in your state or territory may not permit these exclusions, particularly the exclusions of some implied warranties. Some of the above may not apply to you but you must ensure you are aware of any risk you may be taking by using this Site or any products or services that may be offered through it. It is your responsibility to do so.

**9) Third Parties**

- a) (TAPCTS) does not and will not sell or deal in personal or customer information. We may however use non identifiable information without any reference to your name, your information to create marketing statistics, identify user demands and to assist it in meeting customer needs generally. In addition, we may use the information that you provide to improve our website and its services but not for any other use or reason.

**10) Disclose Your Information**

- a) (TAPCTS) may be required, in certain circumstances, to disclose information in good faith and where (TAPCTS) is required to do so in the following circumstances: by law or by any court; to enforce the terms of any of our customer agreements; or to protect the rights, property or safety of our customers or third parties.

**11) GST**

- a) If and when applicable, GST payable on our Services will be set out on our Invoices. By accepting these Terms and Conditions you agree to pay us an amount equivalent to the GST imposed on these charges.

#### **12) Competitors**

- a) If you are in the business of providing similar Services for the purpose of providing them to users for a commercial gain, whether business users or domestic users, then you are a competitor of (TAPCTS). Competitors are not permitted to use or access any information or content on our Site. Should you breach this provision, (TAPCTS) will hold the company, directors and agents jointly and severally liable for any loss.

#### **13) Restricting Access**

- a) (TAPCTS) reserves the right to exclude or deny any person access to our Site at any time at the sole discretion of (TAPCTS).

#### **14) Intellectual property**

- a) (TAPCTS) Site contains material which is owned by or licensed to (TAPCTS); intellectual property. The material includes, but is not limited to, the design, layout, look, appearance, trademarks and graphics. Reproduction, republication, upload, electronic transmittal of the documents, information or materials on the Site for the purposes of sale or the use by any third party is strictly prohibited
- b) (TAPCTS) expressly reserves all copyright and trademark in all documents, information and materials on our Site. (TAPCTS) reserves the right to take action against any or all parties in breach any of these terms.
- c) Any reproduction or redistribution in part or all of any of the contents in any form is prohibited. Permission is granted only for the following uses: print or download to a local hard disk content for your personal and non-commercial use only; copy the content to individual third parties for their personal use, you must acknowledge the Site as the source of such material.
- d) You must not, except with our express written permission, distribute or commercially exploit the content. Nor transmit it, or store it in any other website or other form of electronic retrieval system.

#### **15) Severability**

- a) If any provision of these Terms and Conditions is held to be illegal, void, or unenforceable in any state or territory then such a clause shall not apply in that state or territory and shall be deemed never to have been included in these Terms and Conditions in that state or territory. Such a clause if legal and enforceable in any other state or territory shall continue to be fully enforceable and part of this agreement in those other states and territories. The deemed exclusion of any term pursuant to this paragraph shall not affect or modify the full enforceability and construction of the remaining provisions of these Terms and Conditions.

#### **16) Entire Agreement**

- a) These Terms and Conditions make up the entire agreement between you and (TAPCTS) and supersede any prior agreement, understanding or arrangement between you and (TAPCTS) whether oral or in writing. No other term is to be included in this agreement except where it is required to be included by any legislation of the Commonwealth or any state or territory. All implied terms except those implied by statute and which cannot be expressly excluded are hereby expressly excluded.

#### **17) Jurisdiction**

- a) These Terms and Conditions and this Site are subject to the laws of Queensland and Australia. If there is a dispute between you and (TAPCTS) that results in litigation then you must irrevocably submit to the jurisdiction of the courts of Queensland.