

## **DJH SAFETY CONSULTING PTY LTD (ACN 133 422 616)**

### **WEBSITE TERMS OF SALE**

---

#### **DEFINITIONS**

1. "ACL" means the Australian Consumer Law Schedule of the Competition and Consumer Act;
2. "Consumer" is as defined by the ACL and in determining if You are a consumer, the determination is made if You are a consumer under the Contract;
3. "Contract" means any contract for the provision of Products by DJH to You;
4. "GST" means the Goods and Services tax as defined in A New Tax System (Goods and Services Tax) Act 1999 as amended;
5. "Products" means the digital publication products provided by DJH to You;
6. "DJH" means DJH Safety Consulting Pty Ltd (ACN 133 422 616);
7. "Site" means the website [www.djhsafety.com.au](http://www.djhsafety.com.au);
8. "Terms" means these Terms and Conditions of Sale;
9. "Terms of Use" means the Website Terms of Use that apply to Your use of the website and the Products;
10. "You" means the person, jointly and severally if more than one, acquiring the Products from DJH;

#### **BASIS OF CONTRACT AND ORDERING**

11. These Terms apply exclusively to every Contract and cannot be varied or replaced by any other terms.
12. Any quotation, displayed price, order list or order confirmation provided by DJH to You for the proposed supply of Products is an invitation to treat only, and is subject to You placing an order which is your offer to enter into a Contract with DJH on these Terms.
13. A Contract is formed when DJH confirms acceptance of Your order and receipt of Your payment.
14. You must not purchase the Products for the purpose of re-supply.
15. DJH in its absolute discretion may refuse to accept any order from You.
16. DJH may vary or amend these Terms by notice written notice to You at any time. Any variations or amendments will apply to orders made by You after the notice date.

#### **PRICING AND PAYMENT**

17. Prices displayed for the supply of Products include GST, and any other taxes or duties imposed on or in relation to the Products.
18. Payment for the Products must be made strictly by credit card or electronic funds transfer immediately upon confirmation of Your order. You will not be able to download the Products until payment is received.
19. Products displayed are subject to availability. If any Products are not available, DJH will inform you within 7 days.
20. In the case of non-availability of Products, DJH will refund to You Your purchase price.

#### **DELIVERY**

21. DJH will make the Products available for download.

22. Any period or date for the download of Products stated by DJH is an estimate only and not a contractual commitment.
23. DJH will use its reasonable endeavours to meet any estimated dates for the download of Products but will not be liable for any loss or damage suffered by You or any third party for failure to meet any estimated date.
24. You must advise DJH in writing within 72 hours after been advised that the Product is available for download:
  - 24.1 of the inability of the Product to be downloaded;
  - 24.2 if there is damage to the Product; or
  - 24.3 that the wrong Product has been received.

#### **CANCELLATION**

25. If DJH is unable to deliver or provide the Products, then it may cancel Your order (even if it has been accepted) by notice to You. In such circumstances, DJH will refund to You Your purchase price.
26. No purported cancellation or suspension of an order or any part of it by You is binding on DJH once the order has been accepted and payment confirmed.

#### **RETURNS**

27. DJH may provide a refund for Products in limited circumstances. For further details, please refer to DJH's Online Refund Policy [www.djhsafety.com.au/resources](http://www.djhsafety.com.au/resources)

#### **FORCE MAJEURE**

28. DJH is not liable in any way howsoever arising under the Contract to the extent that it is prevented from acting by events beyond its reasonable control including but not limited to industrial disputes, strikes, lockouts, accident, breakdown, import or export restrictions, acts of God, acts or threats of terrorism, or acts of war. If an event of force majeure occurs DJH may suspend or terminate the Contract or delay in providing You with the Products by giving You written notice.

#### **MISCELLANEOUS**

29. The law of Victoria from time to time governs Your Contract with DJH.
30. DJH's failure to enforce any of these Terms shall not be construed as a waiver of any of DJH's rights.
31. If any Term is unenforceable it shall be read down so as to be enforceable or, if it cannot be read down, the term shall be severed from the Terms without affecting the enforceability of the remaining terms.
32. A notice must be in writing and handed personally or sent by facsimile, email or prepaid mail to the last known address of the addressee. Notices sent by pre-paid post are deemed to be received upon posting. Notices sent by facsimile or email are deemed received on confirmation of successful transmission.
33. DJH is bound by the Privacy Act 1988 and takes steps to ensure that all personal information obtained in connection with You will be appropriately collected, stored, used, disclosed and transferred in accordance with the National Privacy Principles. Such information may be accessed by request to DJH in accordance with DJH's [Privacy Policy](http://www.djhsafety.com.au/resources) [www.djhsafety.com.au/resources](http://www.djhsafety.com.au/resources)

July, 2011