

WEBSITE TERMS AND CONDITIONS

1. Application of Terms and Conditions

- 1.1** These Terms and Conditions apply to your access of and use of all information on this website.
- 1.2** Should any conflict arise between any Agreements or Terms and Conditions of Services which we may be providing to you and these Website Terms, the Agreements or Terms and Conditions of Service will override to the extent of the inconsistency.
- 1.3** These Terms and Conditions should be read in conjunction with the **Consulting and Planning – Terms and Conditions** where applicable.

2. Definitions

- 2.1 Business Days** means a day that is not a Saturday or Sunday or Public Holiday in Brisbane, Queensland.
- 2.2 Client** means each and every person or entity that purchases, or seeks to purchase, Goods or Services from Innovate.
- 2.3 Ebook** means the electronic material made available for download by Innovate for the benefit of the Client, regardless of whether a fee is applicable.
- 2.4 Force Majeure** means:
 - a) an act, event or cause (other than lack of funds) which is beyond the reasonable control of the Party and includes but is not limited to an Act of God, war, sabotage, riot, insurrection, civil commotion or unrest, national emergency, marshal law, fire, lightning, flood, cyclone, earthquake, landslide, or other adverse weather conditions, epidemic, radioactive contamination;
 - b) action or inaction of a council, government, or other competent authority (including a court of competent jurisdiction), including expropriation, restraint, prohibition, intervention, requisition, requirement, direction, embargo by legislation, regulation, decree or other legally enforceable order; and
 - c) breakdown of plant, machinery or equipment.
- 2.5 Goods** means the equipment, materials, manufactured articles or other goods supplied by Innovate to the Client.
- 2.6 Parties** means Innovate and the Client or Clients who purchase Goods and Services or use the Website.

- 2.7 Services** means the provision of electronic material, including eBooks and plans provided by Innovate.
- 2.8 Terms** means these Terms and Conditions.
- 2.9 Website** means to www.innovatedisabilityservices.com and any links to other websites associated with, or referred to on, the website.
- 2.10 We, our, us and Innovate** means Jessica Alice Stevens trading as Innovate Disability Services.
- 2.11 You, your and Client** refers to any entity or person using this Website and/or engaging Innovate to provide services

3. Use of Website

- 3.1** The content of this Website is for general information and use only. It is subject to change without prior notice. Your use of this Website amounts to your acceptance of the Terms, your agreement to abide by all of the Terms, that you have properly read and understood the Terms and agree to abide by same.
- 3.2** This Website uses cookies to monitor browsing preferences. If the Client allows cookies to be used, the following personal information may be stored by Innovate for use by third parties: name, organisation, email address, phone number.
- 3.3** Neither Innovate nor any third parties provide any warranty or guarantee as to the performance, accuracy, timeliness, completeness or suitability of the information, documents or materials found or offered on this Website for any particular purpose. You hereby acknowledge that such information and materials may contain mistakes, inaccuracies or errors and Innovate expressly excludes any liability, and you hereby indemnify Innovate from and against all loss, damage, claims, suits, demands, actions, liabilities, costs and expenses (including legal costs and expenses on a full indemnity basis) incurred directly or indirectly, consequential or otherwise resulting from the use or reliance on content contained on the Website to the fullest extent permissible by law.
- 3.4** The use of any information, documents or materials on this Website is entirely at your own risk, for which Innovate shall not be liable. It shall be your responsibility to ensure that any products, services or information available through this Website meet your specific requirements.
- 3.5** This Website contains material which is owned by or licensed to Innovate. This material includes, but is not limited to, the content, design, layout,

appearance, look, photographs, videos and graphics of the Website. Any reproduction of the Website's material is prohibited other than in accordance with the copyright law.

3.6 You indemnify Innovate from and against all claims, suits, demands, actions, liabilities, costs and expenses (including legal costs and expenses on a full indemnity basis) resulting from your use of the Website, howsoever incurred or whatsoever in nature, whether directly or indirectly, consequential or otherwise.

3.7 Whilst using this Website you are prohibited from any of the following conduct:

(a) using this Website for any activities to post or transmit any material to or from the Website that:

- (i) infringes the intellectual property of any entity or person;
- (ii) would cause you or us to breach any law, regulation, rule, code or other legal obligation;
- (iii) defames, harasses, threatens, menaces, offends or restricts any entity or person in any way;
- (iv) is or could reasonably be considered to be obscene, inappropriate, indecent, seditious, pornographic, or liable to incite racial hatred; or
- (v) would bring us or this Website into disrepute.

3.8 You must not interfere with or inhibit any user from using this Website, or use this Website to send unsolicited email messages (including but not limited to SPAM).

3.9 You must not attempt to or tamper with, hinder or modify this Website, or the coding of this Website or otherwise knowingly transmit viruses or other disabling features including but not limited to trojan horses, viruses or piracy or programming routines that may damage or interfere with this Website.

3.10 You must not facilitate or assist any person to do any of the acts listed in clauses 3.7, 3.8 or 3.9 above.

3.11 Should you breach any of these Website Terms and Conditions, we reserve the right to block you from use of this Website and to enforce our rights against you including but not limited to claiming against you any costs or damages that may arise as a direct result of your misuse of this Website or failure to comply with these Website Terms and Conditions.

4. Security

4.1 By your use of the Website, you consent to the collection, storage, use of your personal information in accordance with our terms and

conditions and as otherwise permitted under the Privacy Act.

You acknowledge that Innovate does not guarantee the security of transmission of your personal information over the internet.

4.2 You acknowledge that Innovate may use cookies to help analyse web traffic and that Innovate may use that information for statistical analysis purposes.

4.3 You acknowledge that the Website may contain links to other websites of interest and that Innovate does not have any control over those websites. Innovate is not responsible for the protection and privacy of any information which you provide whilst visiting such websites and you indemnify Innovate against any loss or damage suffered, however sustained, through visiting such websites.

5. Price and Payment

5.1 Unless otherwise stated, all prices quoted by Innovate are:

- a) inclusive of Goods and Services Tax (**GST**), or other government taxes; and
- b) quoted in Australian dollars, unless quoted to the contrary.

6. Breach of Terms

6.1 All costs and expenses incurred by Innovate as a result of a breach of the Terms by the Client, shall be recoverable in addition to any other rights powers and remedies held by Innovate.

6.2 Innovate will not be liable for any loss or damage sustained whatsoever by the Client as a result of a breach of the Terms.

6.3 As a result of the breach by a Client of the Terms, the Client will pay to Innovate on demand, all costs, expenses, charges and disbursements (including legal costs and expenses on an indemnity basis) that Innovate incurs as a result of the breach.

7. Warranties by Innovate

7.1 Innovate warrants that:

- i. it will act lawfully and will comply with any applicable laws, regulations, industry codes of conduct and Australian Standards in performing the Services or providing the Goods;
- ii. it has complied with all applicable legislation, awards and industrial instruments in engaging or employing all persons who will perform the Services or assist in production of the Goods.

8. Indemnities

- 8.1** Innovate will not be liable for any loss or damages suffered by the Client due to any issues resulting from:
- i. matters beyond the power and control of Innovate;
 - ii. changes to legislation affecting the information provided to the Client by Innovate;
 - iii. any actions or decisions by the Client as a result of any Goods or Services provided to the Client by Innovate;
 - iv. Any loss contributed to or caused by the Client; or
 - v. An event of force majeure.
- 8.2** The obligations under this clause 8 will survive termination of this Agreement.
- 8.3** The Client agrees that neither Innovate or their servants, agents or Subcontractors at any time pursuant to these Terms will in any circumstances (except where statute otherwise requires) be under any liability whatsoever (whether in contract, tort or otherwise) or for any consequential loss of any kind whether such is caused or is alleged to have been caused by the negligence or wilful act or default of Innovate, its officers, servants, agents or Subcontractors or by any cause whatsoever.

9. Limitation of Liability

- 9.1** In the Event of a breach of these Terms by Innovate, any remedy available to the Client is limited to damages. The Client will not have any claim for damages greater than the cost of the Goods or Services provided.
- 9.2** To the extent permitted by law and except as provided in these Terms, all express and implied warranties, guarantees and conditions under statute or general law as to merchantability, description, suitability or fitness of the Goods or Services for any purpose are expressly excluded. Innovate is not liable for physical or financial injury, loss or damage or for consequential loss or damage of any kind arising out of the supply, design, function or use of the Goods supplied or acceptance of the Services provided by Innovate.

10. Legislation

- 10.1** Nothing in these Terms is intended to have the effect of contracting out of any applicable provision of the Australian Consumer Law as

set out in Schedule 2 of the *Competition and Consumer Act 2010 (Cth)*.

11. Variation, Waiver and Jurisdiction

- 11.1** Innovate may vary or waive any of these Terms at any time at its sole discretion.
- 11.2** The waiver of any breach of a term or condition contained herein does not constitute a waiver of another breach of the same or any other term or condition under these Terms.
- 11.3** The Client acknowledges that the formation of all contracts between Innovate and the Client is deemed to occur in the State of Queensland and shall be governed by those laws.
- 11.4** These Terms are governed by the laws of the State of the provision of Goods and Services for the purposes of the interpretation and application of those Terms.

12. Entire Agreement

- 12.1** These Terms represent and contain the entire Terms agreed between Innovate and the Client in relation to the provision of Goods and Services by Innovate to the Client and supersedes all prior negotiations and conversations.

13. Privity of Contract

The Client cannot and must not assign or attempt to assign any of its rights or obligations under these Terms without first obtaining the approval and consent of Innovate in writing, which may be refused and/or withheld at the sole discretion of Innovate.

14. Severability

If any part or all of a clause of these Terms is deemed void, illegal or unenforceable, the offending part or clause may be severed from the Terms without affecting the enforceability of the remaining clauses of the Terms.