

Website Terms of Use

1. Definitions

- 1.1. “**Goods**” any and all Goods and/or services supplied by **BAINES TRANSPORT** to you from time to time and includes any advice or recommendations, and as may be described on any invoice, quotation, work authorisation or any other order forms as provided **BAINES TRANSPORT** to you.
- 1.2. “**BAINES TRANSPORT**” shall mean **BAINES TRANSPORT PTY LTD (ABN 52 000 690 253)** its Related Entities, its successors and assigns or any person acting on behalf of and with the authority of **BAINES TRANSPORT PTY LTD** or its Related Entities.
- 1.3. “**Intellectual Property**” any material displayed including without limitation all editorial materials, blogs, plans, documents, resources, information, photographs, illustrations, artwork, other graphic materials, names, logos, and trademarks.

2. Content and Access

- 2.1. **BAINES TRANSPORT** endeavours to take reasonable care in preparing and maintaining the information on this website.
- 2.2. **BAINES TRANSPORT** does not warrant the accuracy, reliability, adequacy, or completeness of any of the website content.
- 2.3. You acknowledge and accept that:
 - a) the website content may include technical inaccuracies and typographical errors (including, but not limited to, matters concerning product descriptions, images, and product title).
 - b) **BAINES TRANSPORT** does not guarantee that access to the **BAINES TRANSPORT** website will be uninterrupted or that the website is free from viruses or anything else which may damage any computer which accesses the website or any data on such a computer.
 - c) it is your responsibility to enquire with **BAINES TRANSPORT** directly to ensure the accuracy and currency of the material or information you seek to rely upon.
 - d) The website content is subject to change at any time without notice and may not necessarily be up to date or accurate at the time you view it.
 - e) If you enter into an agreement with **BAINES TRANSPORT** for the provision of Goods, that agreement is governed by **BAINES TRANSPORT**'s [Terms and Conditions of Sale](#) as applicable from time to time.
- 2.4. To the extent permitted by law, including the *Competition and Consumer Act 2010* (Cth), **BAINES TRANSPORT** disclaims all liability for loss directly or indirectly arising from your use of or reliance on the website and the website content.
- 2.5. You must not attempt to change, add to, remove, deface, hack, or otherwise interfere with this website or any material or content displayed on the **BAINES TRANSPORT** website

3. Intellectual Property

- 3.1. All Intellectual Property is and at all times remains the property of **BAINES TRANSPORT**.
- 3.2. All Intellectual Property is protected by copyright, trademarks, and intellectual property legislation.

- 3.3. Any such content may be displayed and printed solely for your personal, non-commercial use provided that any copyright notice on such a display or page is not removed.
- 3.4. You agree not to reproduce, retransmit, distribute, disseminate, sell, publish, broadcast, or circulate any such material to any third party without the express prior written consent of **BAINES TRANSPORT**.
- 3.5. Unless expressly granted, **BAINES TRANSPORT** does not grant any licence or right in, or assign all or part of, its intellectual property rights in the Intellectual Property or in the user interface of the website.

4. **Privacy Act 1988 (Cth)**

- 4.1. You agree that by accessing the **BAINES TRANSPORT** website, that **BAINES TRANSPORT** may collect personal information or data from you, including IP address and related information in accordance with **BAINES TRANSPORT's** [Privacy Policy](#).
- 4.2. Any information **BAINES TRANSPORT** collects in relation to you, is kept strictly secured. **BAINES TRANSPORT** does not pass on/sell/swap any of your personal details with anyone unless authorised or required to deliver Goods. **BAINES TRANSPORT** use this information to identify your orders or enquiries, provide you with a newsletter (if applicable) and to personalise your shopping experience with **BAINES TRANSPORT**.

5. **Confidentiality and Non-Disclosure**

- 5.1. Subject to Clause 4, any material you send to us on or via the **BAINES TRANSPORT** website will be deemed to be non-confidential and non-proprietary, unless it is indicated to be otherwise. This includes any data, questions, comments, suggestions, ideas, or other information. We will be entitled to use any such material which has not been indicated to be confidential or proprietary for any purpose without compensation to you.

6. **Limitation of Liability**

- 6.1. To the maximum extent permitted by law, **BAINES TRANSPORT** excludes all liability for any loss or damage of any kind (including special, indirect or consequential loss and including loss of business profits) arising out of or in connection with the website content and the use or performance of the **BAINES TRANSPORT** website except to the extent that the loss or damage is directly caused by **BAINES TRANSPORT's** fraud or wilful misconduct.
- 6.2. Where the law (including without limitation the *Competition and Consumer Act 2010* (Cth)) implies a warranty or guarantee into these Website Terms of Use which may not lawfully be excluded, then provided it is fair and reasonable to do so, **BAINES TRANSPORT's** liability for breach of such a warranty or guarantee shall be limited at its option, to any one or more of the following:
 - a) in the case of goods: replacement of the goods or the supply of equivalent goods; repair of the goods; payment of the cost of replacing the goods or acquiring equivalent goods; or payment of the cost of having the goods repaired; and
 - b) in the case of services, to either resupplying the services or payment of the cost of having the services supplied again.

7. General

- 7.1.** If any provision of these Terms of Use shall be invalid, void, illegal, or unenforceable, the validity, existence, legality and enforceability of the remaining provisions shall not affect, prejudiced or impaired.
- 7.2.** These Terms of Use, and all Goods supplied by **BAINES TRANSPORT**, are subject to the laws of New South Wales and are subject to the jurisdiction of the courts of New South Wales.
- 7.3.** You agree to submit to the non-exclusive jurisdiction of the courts of New South Wales, Australia.
- 7.4.** **BAINES TRANSPORT** takes no responsibility for changes in the laws which affect these Terms of Use or any Goods supplied.