



BENCHMARK
CANTERBURY

WEBSITE TERMS AND CONDITIONS

BY ACCESSING OR CONTINUING TO USE OUR WEBSITE AND RELATED SERVICES, YOU AGREE TO ABIDE BY THESE TERMS AND CONDITIONS, INCLUDING OUR PRIVACY POLICY. IF YOU DO NOT AGREE WITH ANY OF THESE TERMS, OR THE TERMS OF OUR PRIVACY POLICY YOU SHOULD CEASE USING OUR WEBSITE.

1. This website is owned and operated by **Benchmark Canterbury Pty Ltd (ACN 616 501 083)** (hereafter referred to as 'us', 'we' and 'our'). As noted above, your continued use of our website indicates your agreement to these terms and conditions of use (**Terms**).

Membership

2. You may need to be a registered user of our website in order to access certain functions or features of our website, which may include placing orders or accessing certain features or products.
3. When you register and activate your account with us, you will provide us with personal information including your name and email address. You warrant that this information is true and correct and that you are creating an account to use for yourself and not on behalf of any other person. We will treat your personal information in accordance with our Privacy Policy. We may disclose the information provided to us with third parties who help us deliver our services (including information technology providers, communication providers and our business partners and related entities) or as required at law. If you do not provide us with your personal information, we may not be able to provide all our products or services to you. We may disclose your personal information to recipients that are located outside of Australia, including technology partners located in the United States of America.
4. Our Privacy Policy sets out how we (a) store and use your personal information and how you may access and correct your personal information; (b) how you can complain to us about the handling of your personal information; and (c) how we will handle any complaint. Please contact us if you have any further queries about our privacy policies or procedures at info@benchmarkcanterbury.com.
5. When you register with us, we will provide you with a username and password. You are responsible for keeping your username and password secure at all times and remain responsible for any activity or use performed using your username.

Information contained on our website

6. The content and information we present on our website is intended to provide a summary of the subject matter covered. While we use all reasonable steps to ensure the accuracy and completeness of information and content on our website, to the greatest extent permitted by law, including the Australian Consumer Law, we give you no warranty concerning the accuracy or completeness of our content or information. Content and information on our website may change without notice to you, but we do not warrant that we will keep this content or information updated. We are not liable to you or anyone else if the content or information on our website is not up-to-date, accurate or complete.

7. We are not liable to you or anyone else if any part of our website (or a website we link to) causes interference with or damage to your computer systems (including your mobile devices). You must take such precautions as you feel are sufficient to protect yourself from any malware, viruses or any other way in which our website (or a website we link to) could damage your computer systems (including your mobile devices).

Promotions

8. From time to time we may offer certain campaigns, promotions or contests. If and when we offer these, additional terms and conditions may apply to those campaigns, promotions or contests and you must agree to those additional terms. In the event of any inconsistency between these Terms and the terms of any campaign, promotion or contest, the latter terms prevail over these Terms to the extent of such inconsistency.

Consumer Guarantees

9. In Australia, our goods and services come with guarantees that cannot be excluded under the Australian Consumer Law. Nothing in these terms and conditions purports to modify or exclude the conditions, warranties and undertakings, and any other legal rights, arising under the *Australian Competition and Consumer Act* or any other laws. Any and all other warranties or conditions which are not guaranteed by the *Australian Consumer Law* or the *Competition and Consumer Regulation 2010* are expressly excluded where permitted, including liability for loss of expectations, loss of profits, incidental or consequential loss or damage caused by breach of any express or implied warranty or condition.
10. To the extent that we are in breach of any consumer guarantee, your sole remedy will be for us to provide to you the features or service that was previously provided, or to pay for those features or services to be re-performed for you.

Warranties and disclaimers

11. To the maximum extent permitted at law, including under the *Australian Consumer Law*, we provide and make no warranties or representations about this website or the Content, including but not limited to any warranties or representations that the website or the Content will be complete, accurate, up-to-date, that your access to the website or Content will be free from interruptions or errors, or free from viruses. While we will take reasonable steps to secure our website, we cannot warrant that it is secure.

Liability

12. To the maximum extent permitted at law, including under the *Australian Consumer Law*, we shall not be liable to you for any direct or indirect loss, damage or expenses, howsoever arising, which may be suffered as a result or in connection with your use of our website or the Content or as a result of our website not being accessible or as a result of any of the Content not being correct, complete, or up-to-date.

Linked Sites

13. Our website may contain hyperlinks to websites operated by third parties. Those links are provided for your convenience only and may not remain current or be maintained in the future. Unless expressly stated to the contrary, we do not endorse and are not responsible for the content on those linked websites and have no control over or rights in those linked websites. We may place links to referral programs within our website pursuant to which we may obtain a financial benefit if you visit such a link and then make a purchase from a third party website.

Intellectual Property rights and license

14. The contents of our website, including its “look and feel” (such as text, graphics, images, logos and button icons), photographs, editorial content, notices, software (including programs) and other material (**Content**) are protected under applicable laws.
15. Unless otherwise stated, we own or license from third parties all of the rights, title and interest (including copyright, designs, patents, trademarks and other intellectual property rights) in the Content and the website.
16. Subject to the terms and conditions in these Terms, we grant you a limited licence to access the website and view and use the Content.
17. You may make one copy of the Contents for your personal use in viewing the Contents. Any reproduction or redistribution of this website or the Content is strictly prohibited and may result in civil or criminal penalties being sought against you.

No commercial use

18. This website is provided for your personal, non-commercial use only. You may not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, commercially exploit, create derivative works from, transfer, or sell any Content, software, products or services contained within this website unless authorised by us in writing. You may not use this website, or any of its Content, to further any commercial purpose, including any advertising or advertising revenue generation activity on your own website.

Proper use

19. You are prohibited from doing any act that we, acting reasonably, consider to be inappropriate, or is unlawful or prohibited by any laws applicable to our website, including but not limited to any act which would constitute a breach of privacy, using this website to defame or libel us, our employees or any other individuals.
20. You must not seek to reverse engineer the code contained in our website or upload files which contain viruses or malware which may cause damage to our property or the property of other individuals or post or transmit to our website any material which we have not authorized including material which is, in our sole opinion, likely to cause annoyance, or which is racist, defamatory, obscene, threatening, pornographic or otherwise or which is detrimental to or in violation of security protocols.
21. If we permit you to post any information, such as comments or other content, to our website, we reserve the sole right to remove that information without notice to you. If you are permitted to post information to our website, in doing so you agree that you are deemed to have granted us a irrevocable and unlimited license to use any of that information in any manner we see fit.

General matters

22. If any part of these Terms is found to be void or unenforceable then it is deemed to be severed from these Terms and the balance of the Terms will be read without that part.
23. Your use of the website and these Terms are governed by the law of New South Wales and you agree to submit to the non-exclusive jurisdiction of the courts in New South Wales in respect of any dispute arising from these terms.