

Website Terms and Conditions

Before using this website, please read the Website Disclaimer, Privacy Policy and Website Terms and Conditions.

These Website Terms and Conditions (**'Terms'**) govern your use of <http://eventsoutsourced.com.au> (**'our website'**) and form a binding contractual agreement between you, the user of our website (**'you'**) and Events Outsourced (**'us', 'we'**). By continuing to browse and use our website, you agree to comply with and be bound by the following terms and conditions of use, which together with our Privacy Policy and Website Disclaimer, govern <http://eventsoutsourced.com.au>'s relationship with you in relation to your use of this website.

For these reasons, these Terms are important, and you should ensure that you read them carefully and contact us with any questions before using our website. You can contact us on info@eventsoutsourced.com.au.

By using our website you acknowledge and agree you have had sufficient chance to read and understand the Terms and you agree to be bound by them. If you do not agree to the Terms, please do not use our website.

Terms are subject to change

We reserve the right to change, modify, add or remove portions of these Terms at any time. Please check these Terms regularly prior to using our website to ensure you are aware of any changes. We will highlight any significant or substantive changes to you where possible at the end of this document. If you choose to use our website then we will regard your use as conclusive evidence of your agreement and acceptance that these Terms govern your and <http://eventsoutsourced.com.au>'s rights and obligations to each other in relation to use of our website.

Licence to use our website

We grant you a non-exclusive, worldwide, non-transferable licence to use our website in accordance with the Terms set out in this document.

You may access and use our website (including any incidental copying that occurs as part of that use) in the normal manner and may also print one copy of any page within our website for your own personal or own business use, excluding any form of commercial reproduction or resale.

You must not add any content to our website:

- (a) unless you hold all necessary rights, licences and consents to do so;
- (b) that would cause you or us to breach any law, regulation, rule, code or other legal obligation;
- (c) that is or could reasonably be considered to be obscene, inappropriate, defamatory, disparaging, indecent, seditious, offensive, pornographic, threatening, abusive, liable to incite racial hatred, discriminatory, blasphemous, in breach of confidence or in breach of privacy;
- (d) that would bring us, or our website, into disrepute; or
- (e) that infringes the intellectual property or other rights of any person.

Our website contains links to other websites as well as content added by people other than us. We do not endorse, sponsor or approve any such user generated content or any content available on any linked website.

You acknowledge and agree that:

- (f) we retain complete editorial control over our website and may alter, amend or cease the operation of our website at any time in our sole discretion; and
- (g) our website will not operate on a continuous basis and may be unavailable from time to time (including for maintenance purposes).

Limitation of liability

It is a pre-condition of you using our website that you agree and accept that <http://eventsoutsourced.com.au> is not legally responsible for any loss or damage you might suffer related to your use of our website, whether from errors or from omissions in our documents or information, any goods or services we may offer, interruption of business, consequential or incidental damages or from any other use of our website. This includes your use or reliance on information provided by us or any third-party content, links, comments or advertisements. Your use of, or reliance on, any information or materials on our website is entirely at your own risk, for which we shall not be held liable.

It shall be your own responsibility to ensure that any products, services or information available through our website meet your specific, personal or business requirements. You acknowledge such information and materials, despite best endeavours, may contain inaccuracies or errors, and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law.

To the full extent permitted by law, we exclude all representations, warranties or terms (whether express or implied) other than those expressly set out in these Terms.

These Terms are to be read subject to any legislation which prohibits or restricts the exclusion, restriction or modification of any implied warranties, conditions, guarantees or obligations. If such legislation applies, to the extent possible, we limit our liability in respect of any claim to, at our option.

Warranties

You represent and warrant to us you have the legal capacity to accept and enter into these Terms.

Competition and consumer law

For the purposes of Schedule 2 of the Australian Consumer Law, in particular Division 1, Subdivision A of the Competition and Consumer Act 2010 (Cth), <http://eventsoutsourced.com.au>'s liability 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 services; or the payment of the cost of having the goods or services supplied to you again.

Delivery of goods

Physical goods may be delivered by Australia Post and/or other reputable courier and postal companies. Deliveries are processed promptly upon receipt of full payment. Delivery may take between 2 and 14 business days to addresses within Australia (unless otherwise advised), depending on the delivery option. Damaged or lost orders should be resolved with Australia Post or the courier/postal company directly and we are not responsible for goods that are damaged in transit or not received. Replacement of damaged or lost items is made at the discretion of <http://eventsoutsourced.com.au>.

Digital goods are delivered immediately. Please be aware there are inherent risks associated with downloading any software and digital goods. Should you have any technical problems downloading any of our goods, please contact us so we may try to assist you.

Goods may also be provided to you in person, as part of the delivery of services to you.

Returns and refunds

<http://eventsoutsourced.com.au> handles returns and processes refunds in accordance with the Australian Consumer Protection legislation.

Should you wish to return your order, please notify us within 14 days of purchase with a valid reason for return. If we are unable to resolve your complaint or further assist you, we will process a refund upon timely return of the goods purchased. Unopened goods will be refunded in full excluding your return postage cost. Refunds will be processed promptly and payment made by the same method that you made payment. All refunds are made at the discretion of <http://eventsoutsourced.com.au> and return postage may be the buyer's responsibility.

Links to other websites

<http://eventsoutsourced.com.au> may from time to time provide on our website, links to other websites, advertisements and information about or from third parties for your convenience. This does not necessarily imply sponsorship, endorsement, or approval or arrangement between <http://eventsoutsourced.com.au> and the owners of those websites. <http://eventsoutsourced.com.au> takes no responsibility for any of the content found on the linked websites, or embedded links from those sites into our website.

<http://eventsoutsourced.com.au>'s website may contain information or advertisements provided by third parties for which Events Outsourced accepts no responsibility whatsoever for any information or advice provided to you directly by third parties. We may not be endorsing the third party at all, or we may make only a 'recommendation'. Inclusion of these sites or providing recommendations does not constitute the provision of advice, nor do we take any responsibility for any other advice received in this regard.

Disclaimer

To the fullest extent permitted by law, <http://eventsoutsourced.com.au> absolutely disclaims all warranties, expressed or implied, including, but not limited to, implied warranties of merchantability and fitness for any particular purpose. <http://eventsoutsourced.com.au> gives no warranty that the documents, goods or

services will be free of errors, or that defects will be corrected, or that our website or its server is free of viruses or any other harmful components (although we utilise virus protection services).

Whilst we, at all times endeavour to have the most accurate, reliable and up-to-date information on our website, 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 in its website or as to their correctness, suitability, accuracy, reliability, or otherwise.

It is your sole responsibility and not the responsibility of <http://eventsoutsourced.com.au> to bear any and all costs of servicing, repairs, or correction. The applicable law in your state, territory or country 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 our website or any products or services that may be offered through it. It is your responsibility to do so.

Your privacy

At <http://eventsoutsourced.com.au>, we are committed to protecting your privacy. We use the information we collect about you to maximise the services provided to you. We respect the privacy and confidentiality of the information provided by you and adhere to the Australian Privacy Principles in practice, even though we are not required to by law as a defined small business. Please read our separate Privacy Policy carefully.

You may change your details at any time by advising us in writing via email. All information we receive from our customers is protected by our secure servers. <http://eventsoutsourced.com.au>'s secure server software encrypts all customer information before it is sent to us. Furthermore, all customer data collected is secured against unauthorised use or access. Credit card information is not stored by us on our servers.

Third parties

We do not and will not sell or deal in personal or customer information. We may however use in a general sense without any reference to your name, your information to create marketing statistics, identify user demands and assist in meeting customer needs. We may also store your information on third party software such as client relationship management, accounting or email systems. In addition, we may use the information that you provide to improve our website and services.

Disclosure of information

<http://eventsoutsourced.com.au> may be required, in certain circumstances, to disclose information in good faith and where <http://eventsoutsourced.com.au>, 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.

Exclusion of competitors

We believe in collaboration and there being enough work for everyone, so long as you've worked to deserve it. If you are in the business of creating similar documents, goods or services for the purpose of providing them for a fee to users, whether they be business users or consumer users, then you are a competitor of <http://eventsoutsourced.com.au>. We expressly exclude and do not permit you to use or

access our website, to download any documents or information from our website or obtain any such documents or information through a third-party for on-sale, or copying in whole or in part for the benefit of you and your business. If you breach this term, then <http://eventsoutsourced.com.au> will hold you fully responsible for any loss that we may sustain and further hold you accountable for all profits that you might make from such unpermitted and improper use. <http://eventsoutsourced.com.au> reserves the right to exclude and deny any person access to our website, services or information in our sole discretion. Please contact us if you would like to use any of our materials (whether hard copy or digital) or enter into a collaboration with us.

Copyright, Trademark and restrictions of use

Our website contains material which is owned by or licensed to us. This material includes, but is not limited to, the design, layout, look, appearance, voiceovers, trademarks and graphics. You are not permitted to reproduce the documents, information or materials on our website for the purposes of sale or the use by any third party. In particular you are not permitted to record, republish, upload, transmit electronically or otherwise or distribute any of the materials, documents or products that may be available for download from time to time on this website.

Nothing in these Terms constitutes a transfer of any intellectual property rights. You acknowledge and agree that, as between you and us, we own all intellectual property rights for information contained on our website, including any downloaded material and links owned by us.

<http://eventsoutsourced.com.au> expressly reserves all copyright and trademark in all documents, information and materials on our website and we reserve the right to take action against you if you breach any of these terms.

Any redistribution or reproduction of part or all of the contents in any form is prohibited other than the following: you may print or download extracts for your personal and direct business use as a non-commercial use only; and you may copy the content to individual third parties for their personal use, but only if you acknowledge our website as the source of the material.

You may not, except with our express written permission, distribute or commercially exploit the content. Nor may you transmit it or store it in any other website or other form of electronic retrieval system.

By posting or adding any content onto our website, you grant us a perpetual, non-exclusive, royalty-free, irrevocable, worldwide and transferable right and licence to use that content in any way (including, without limitation, by reproducing, changing, and communicating the content to the public) and permit us to authorise any other person to do the same thing.

Whole agreement

These Website Terms and Conditions, Website Disclaimer and Privacy Policy represent the whole agreement between you and <http://eventsoutsourced.com.au> concerning your use and access to <http://eventsoutsourced.com.au>'s website and your use and access to the documents and information on it.

An additional service agreement will apply to purchased products and services and may apply to some free services and resources. 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.

Exclusion of unenforceable terms

Where any clause or term above would by any applicable statute 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 other clauses of these terms and conditions.

Training and coaching

By using our services, you agree that <http://eventsoutsourced.com.au> is not to be held liable for any decisions you make based on any of our services or guidance and any consequences, as a result, are your own. Under no circumstances can you hold <http://eventsoutsourced.com.au> liable for any actions you take, nor can you hold us or any of our employees liable for any loss or costs incurred by you as a result of any guidance, advice, coaching, materials or techniques used or provided by <http://eventsoutsourced.com.au>.

All our information on both our website and in consultations is intended to assist you and does not in any way, nor is it intended to substitute professional, financial or legal advice. Results are not guaranteed and <http://eventsoutsourced.com.au> takes no responsibility for your actions, choices or decisions.

Termination

These Terms terminate automatically if, for any reason, we cease to operate our website, subject to copyright in the material remaining with Events Outsourced.

We may otherwise terminate these Terms immediately, on notice to you, if you have breached these Terms in any way.

If there is a change of control in this business (whether by merger, sale, transfer of assets or otherwise), the Terms may be transferred to the new business owner.

General and jurisdiction

If a provision of these Terms are invalid or unenforceable, it is to be read down or severed to the extent necessary without affecting the validity or enforceability of the remaining provisions.

Each party must at its own expense do everything reasonably necessary to give full effect to this Agreement and the events contemplated by it.

This Agreement is governed by the laws of the state of New South Wales (NSW) and the federal laws of Australia and each party submits to the jurisdiction of the courts of New South Wales.

Contact us

If you have any questions or issues with our Website Terms and Conditions, please contact us at <http://eventsoutsourced.com.au> and we will respond within 48 hours.

Events Outsourced

info@eventsoutsourced.com.au

ABN: 88 681 001 462

This Website Terms and Conditions document was last updated 2 April 2019 and is subject to change. Please check for updates.

Changes since last update

New policy.