



**onsite contractor**

# SUBSCRIPTION TERMS & CONDITIONS

St Patricks's Commercial Centre  
16 Cambridge Street (PO Box 478) Singleton NSW 2330  
Phone: 1300 663 816 - Fax: 02 6571 8890 - Email: [sales@onsitetrackeasy.com.au](mailto:sales@onsitetrackeasy.com.au)  
Onsite Track Easy Pty Ltd  
ABN 84 098 220 743

## Terms and Conditions

The use of the subscription service available on this website (the "Service") is governed by these terms and conditions. Please read these terms and conditions carefully before subscribing to or using the Service. By subscribing you agree to the terms and conditions set out below.

### 1. General information

For your convenience we have listed below some general information about ourselves:

Our full name: **Onsite Track Easy Pty Ltd**  
Address: **16 Cambridge Street Singleton NSW 2330**  
Phone: (1300 663 816)  
Fax: (02 6571 8890)  
Email: [sales@onsitetrackeasy.com.au](mailto:sales@onsitetrackeasy.com.au)  
ABN: **84 098 220 743**

### 2. Formation of contract

Set out below is a summary of the steps which you must follow in order to conclude a legally binding contract with us:

#### (1) Browse our information

This website contains information about the Service which you will need to know before you subscribe including subscription types, current prices and special offers. The information about the Service on our website constitutes an "invitation to treat" and is not a contractual offer from us which you may accept. This means that we reserve the right to correct any errors in that information without liability to you. It also means that under no circumstances will we be contractually bound to supply you with the Service on the basis of any incorrect information, even if that information is repeated in your subscription.

#### (2) Subscribe

You can start the subscription process online by following the Onsite Contractor link on our website and clicking on the "Register Now" button. You will be asked to provide your company name and personal contact details by completing the online registration form and clicking "Submit".

It is your responsibility to ensure that the information you provide is accurate and up to date. Please check your details carefully and if you are happy to proceed click "Submit".

You will also be asked to download and complete the subscription payment form to be sent to us to continue to keep active your subscription before your 30 days free trial expires or to renew your yearly subscription.

#### 30 Day Free Trail

- If you opt for an initial 30 day free trial you may activate your account immediately and we will contact you at the end of the trial period to invite you to extend your subscription on payment of the appropriate fee.
- In all other cases payment must be received before you can access the Service. You will be sent written confirmation when payment has been received.

- 12 months
- Amount: \$800 + GST
- You will be notified 1 month prior to your subscription expiring via e-mail to re-new their subscription.
- Failure to make payment & renew subscription within this period will result in denial of access to the service.

Please note we can only accept offline payment via direct deposit, money order or bank cheque, or personal cheque in Australian dollars. We cannot accept any other form of offline payment.

#### (3) Read our terms and conditions

It is your responsibility to read the legal terms on our website carefully and to raise any problems with us before you subscribe. This includes these Terms and Conditions and our Privacy Policy. You will be asked to confirm that you agree to our Terms and Conditions before you subscribe.

#### (4) Submit your Subscription Registration

If you are happy to proceed with your subscription you should click "Submit" Input errors can be corrected at any time up , even after you submit your subscription form to us.

#### (5) Wait for verification

On receipt of your completed subscription form we will send you an email verification message confirming your details. You may not assume we have accepted your subscription until we send you verification by email and we have processed your completed subscription form and received your payment. Only if and when you receive verification that we have processed your form and received your payment will we have a binding contract between us. We will be entitled to refuse to accept your subscription if at our sole discretion we consider it necessary.

#### (6) Access your account

If you have been awarded a free trial you may activate your account immediately and we will contact you at the end of the trial period to invite you to extend your subscription on payment of the appropriate fee. In all other cases payment must be received before you can access the Service. You will be sent written confirmation when payment has been received.

#### (7) Our Contract

The contract between us will consist of (1) these Terms and Conditions, (2) your completed subscription form and payment and (3) our verification of receiving both your form and payment ("Contract"). Our Privacy Policy, website terms of use and any additional legal terms or notices appearing on the Service or our website will also form part of the Contract between us.

### 3. General terms

#### (1) Provision of the Online Service

#### Subscription Terms:

Document Name: PEG-SAF-FRM-Subscription Terms  
Authorised by: Chief Operating Officer  
Document Owner: Operations Manager (Onsite)

Original Issue: 17/06/2009  
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Following formation of the Contract in accordance with Part 2 (and where appropriate payment of the Subscription Fee) you will be permitted to access the Online Service in accordance with the terms of our Contract.

You will be required to select a username and password ("ID"). You are permitted to change user names and passwords at any time during your subscription. You are responsible for all use of the Online Service by and anyone else using the ID. You must ensure the ID is kept secure and prevent unauthorised use of the ID.

If you believe there has been any breach of security such as the disclosure, theft or unauthorised use of the ID, you must notify us immediately by emailing us at the address given in Part 1 above. If we believe that the ID is being used in any way which is not permitted under our Contract, we reserve the right to suspend access rights immediately on giving notice to you and to block access from the ID until the issue has been resolved.

We are continually seeking to improve the Service. We reserve the right, at our absolute discretion to make changes to any part of the Service provided it does not materially reduce its content or functionality.

## (2) Limited rights to use content

All materials displayed on the Service ("Content") belong to us or our licensors. You are permitted to:

- Retrieve and display the Content on a computer screen in order to use the Service for their own personal use; and
- Print individual pages on paper and store individual pages in electronic form on disk and on their computer.

Unless you have our prior written permission you are not permitted to:

- Redistribute any of the Content;
- Retrieve and display or print the Content for anyone other than you;
- Remove copyright or trade mark notices from any copies of the Content made under this Agreement;
- Create a database in electronic or structured manual form by systematically downloading and storing all or any of the Content; or
- Except as expressly permitted above modify, reproduce, publish or in any way commercially exploit any of the Content.
- Nor may you permit or enable a third party to do any of these acts on your behalf.

## (3) Subscription Fees

The fees payable for subscriptions ("Subscription Fee") as well as any applicable tax are as set out on our website from time to time. We reserve the right to vary the Subscription Fee upon renewal of your subscription by notice in writing.

The Subscription Fee is payable in advance and non refundable. You may elect to pay the Subscription Fee directly by credit or debit card or offline by direct deposit, money order or cheque in Australian dollars. We cannot accept any other form of offline payment. We shall be under no obligation to provide the Service until the Subscription Fee has been paid in full.

## (4) Your right to cancel your Contract

You may cancel your subscription with us by notice in writing (an email is sufficient) at any time without incurring a cancellation fee. Upon cancelling your membership, no further fees will be charged.

## (5) Warranties

We warrant that:

- we will use reasonable skill and care in making the Service available to you and ensuring its availability to you during your subscription; and
- we have the right to permit you to use the Content in accordance with these terms and conditions.

Because of the nature of the Content, the sources from which it is obtained and the nature of the Internet, errors and omissions may occur and we do not give any other warranties in relation to the Service. In particular, (but without limitation):

- we do not warrant the accuracy and completeness of the Content;
- we do not warrant that the Service will be continuously available or that your use of the Service will be uninterrupted or error free; and
- we do not warrant that the Service will be free from infection by viruses or anything else with contaminating or destructive properties or that the Service will be free from attack.

Accordingly, to the fullest extent permitted by law, we exclude all representations, warranties, conditions and other terms which but for these terms and conditions might have effect in relation to the Service.

## (6) Limitation of Liability

If you notify us of a fault in relation to the Service during your subscription, we will, at our option:

- Use reasonable endeavours to remedy the fault, or
- Terminate your access to the Service and refund to you the whole or part of the any Subscription Fee paid by you in relation to the Service.

Except as set out above, we shall have no liability to you, or any other person for any direct or indirect loss, damage or expense (including without limitation loss of opportunity, loss of profits or anticipated revenue or earnings, loss of data, business or goodwill) howsoever arising out of any fault or problem relating to our website, the Content or the Service.

If a court does decide we are liable to pay compensation that compensation will be limited to the amount of any Subscription Fee paid by you in relation the Service.

Nothing in this paragraph of these Terms and Conditions (or in any other paragraph) is intended to limit any rights you might have as a consumer or other statutory rights that may not be excluded by law, nor in any way to exclude or limit our liability for any death or personal injury resulting from our negligence or for fraudulent misrepresentation.

## (7) Termination

We may give notice terminating our Contract (or suspending access to the Service), without giving any refund of the Subscription Fee, if we reasonably believe you have committed a material breach of any term of this Contract, including, without limitation, misuse of Content in breach of Part 3 paragraph (2),



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or permitting an unauthorised third party to use the ID in breach of Part 3 paragraph (1).

On termination, cancellation or expiry of this Contract you shall no longer be permitted to access the Service. Upon request by us you shall, at our option, destroy or return to us any copies of the Content made by you.

#### (8) Privacy Policy

Any information you provide about yourself to us will be used by us in accordance with our Privacy Policy. Please read our Privacy Policy carefully.

#### (9) Notices

All notices shall be given to us via email at the address given in Part 1 above; or to you at either the email or postal address you provide during the subscription process. Notices shall be deemed received when an email is received or 3 days after the date of posting.

#### (10) General

We may transfer and/or assign our rights and/or obligations under this Contract. This will not affect your rights under this contract. You may not transfer any of your rights or obligations under this Contract without our prior written consent.

If you breach this contract and we ignore this, we will still be entitled to use our rights and remedies at a later date or in any other situation where you breach this Contract. This Contract (as defined in Part 2 paragraph (7)), represents the entire terms agreed between the parties in relation to its subject matter and may be amended only by our agreement in writing.

In the event of a conflict between these Terms and Conditions and our terms of use, Privacy Policy or any other legal terms or notices appearing on the service or our website these terms and conditions shall prevail.

We shall have no liability to you for any failure to deliver the Service to you or for any delay in doing so that is caused by any event or circumstance beyond our reasonable control including, without limitation, strikes, lock-outs and other industrial disputes, breakdown of systems or network access, flood, fire, explosion or accident.

If any part of this Contract is unenforceable (including any provision in which we exclude our liability to you) the enforceability of any other part of this Contract will not be affected.

This contract shall be governed by and construed in all respects in accordance with Australian law and you agree to submit to the non-exclusive jurisdiction of the Australian Courts.

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Document Name: PEG-SAF-FRM-Subscription Terms  
Authorised by: Chief Operating Officer  
Document Owner: Operations Manager (Onsite)

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