

TERMS AND CONDITIONS OF USE AS AT 04 APRIL 2019

1. About the Website

- 1.1. Welcome to <https://courses.arbuildinglaw.com.au> and our affiliated websites and subdomains (the '**Website**'). The Website provides online courses and tutorials intended to provide commentary and general information (the '**Services**'). The Services (although contains information about legislation) is not to be relied on as legal advice
- 1.2. The Website is operated by Aitchison Reid PTY LTD (ACN 160 577 364). Access to and use of the Website, or any of its associated Products or Services, is provided by Aitchison Reid Pty Ltd (Aitchison Reid, us, our). Please read these terms and conditions (the '**Terms**') carefully. By using, browsing and/or reading the Website, this signifies that you have read, understood and agree to be bound by the Terms. If you do not agree with the Terms, you must cease usage of the Website, or any of Services, immediately.
- 1.3. Aitchison Reid reserves the right to review and change any of the Terms at its sole discretion. When Aitchison Reid updates the Terms, any changes to the Terms take immediate effect from the date of their publication by us on our website. Before you continue, we recommend you keep a copy of the Terms for your records.

2. Acceptance of the Terms

You accept the Terms by remaining on the Website. You may also accept the Terms by clicking to accept or agree to the Terms where this option is made available to you by Aitchison Reid in the user interface.

3. Registration to use the Services

- 3.1. In order to access the Services, you must first register for an account through the Website (the '**Account**').
- 3.2. As part of the registration process, or as part of your continued use of the Services, you may be required to provide personal information about yourself (such as identification or contact details), including but not limited to:
 - (a) Email address;
 - (b) Preferred username;
 - (c) Mailing address;
 - (d) Telephone number;
 - (e) Password; and
 - (f) Your industry service type (i.e. electrical, plumbing, roofing, concreting, earthmoving...), your business name and your role/responsibility in your business.
- 3.3. You agree that you will take all reasonable steps to make sure that any information you give to Aitchison Reid in the course of completing the registration process will always be true, accurate, correct and up to date.
- 3.4. Once you have completed the registration process, you will be a registered member of the Website ('**Member**') and agree to be bound by the Terms.

- 3.5. You may not use the Services and may not accept the Terms if:
- (a) you are not of legal age to form a binding contract with Aitchison Reid; or
 - (b) you are a person or organisation barred from receiving the Services under the laws of Australia or other countries including the country in which you are resident or from which you use the Services; or
 - (c) you are on or fall within the definition of the barred register in Schedule B.

4. Your obligations as a Member

- 4.1. As a Member, you agree to comply with the following:
- (a) you will use the Services only for purposes that are permitted by:
 - i. the Terms; and
 - ii. any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdictions;
 - (b) you have the sole responsibility for protecting the confidentiality of your password and/or email address. Use of your password by any other person may result in the immediate cancellation of the Services;
 - (c) any use of your registration information by any other person, or third parties, is strictly prohibited. You agree to immediately notify Aitchison Reid of any unauthorised use of your password or email address or any breach of security of which you have become aware;
 - (d) access and use of the Website is limited, non-transferable and allows for the sole use of the Website by you for the purposes of Aitchison Reid providing the Services;
 - (e) you will not use the Services or the Website in connection with any commercial endeavours except those that are specifically endorsed or approved by the Aitchison Reid;
 - (f) you will not use the Services or Website for any illegal and/or unauthorised use which includes collecting email addresses of Members by electronic or other means for the purpose of sending unsolicited email or unauthorised framing of or linking to the Website;
 - (g) you agree that commercial advertisements, affiliate links, and other forms of solicitation may be removed from the Website without notice and may result in termination of the Services. Appropriate legal action will be taken by Aitchison Reid for any illegal or unauthorised use of the Website;
 - (h) you acknowledge and agree that any automated use of the Website or its Services is prohibited; and
 - (i) you may use a discount code with your payment for the Services if:
 - i. Aitchison Reid has supplied and authorised the discount code for your use; or
 - ii. Aitchison Reid has authorised a third party to supply the discount code and that discount code has been authorised by Aitchison Reid for your use.

5. Payment

- 5.1. Where the option is given to you, you may make payment for the Services (the '**Services Fee**') by way of Debit Card or Credit Card.
- 5.2. All payments made in the course of your use of the Services are made using Stripe. In using the Website, the Services or when making any payment in relation to your use of the Services, you warrant that you have read, understood and agree to be bound by the Stripe terms and conditions which are available on their website.
- 5.3. You acknowledge and agree that where a request for the payment of the Services Fee is returned or denied, for whatever reason, by your financial institution or is unpaid by you for any other reason, then you are liable for any costs, including banking fees and charges, associated with the Services Fee.
- 5.4. You agree and acknowledge that Aitchison Reid can vary the Services Fee at any time.
- 5.5. All prices contained on the Website include Goods and Services Tax.

6. Refund Policy

Aitchison Reid will only provide you with a refund of the Services Fee in the event they are unable to continue to provide the Services or if Aitchison Reid makes a decision, at its absolute discretion, that it is reasonable to do so under the circumstances (the '**Refund**').

7. Copyright and Intellectual Property

- 7.1. The Website, the Services and all of the related products of Aitchison Reid are subject to copyright. The material on the Website is protected by copyright under the laws of Australia and through international treaties. Unless otherwise indicated, all rights (including copyright) in the Services and compilation of the Website (including but not limited to text, graphics, logos, button icons, video images, audio clips, Website, code, scripts, design elements and interactive features) or the Services are owned or controlled for these purposes, and are reserved by Aitchison Reid or its contributors.
- 7.2. All trademarks, service marks and trade names are owned, registered and/or licensed by Aitchison Reid, who grants to you a non-exclusive, revocable licence whilst you are a Member to:
 - (a) use the Website pursuant to the Terms;
 - (b) View the videos contained on the Website during the time period specified in clause 19 for your own individual and personal education and training only; and
 - (c) print pages from the Website labelled "Downloads" for your own business use.
- 7.3. Aitchison Reid does not grant you any other rights whatsoever in relation to the Website or the Services. All other rights are expressly reserved by Aitchison Reid.
- 7.4. Aitchison Reid retains all rights, title and interest in and to the Website and all related Services. Nothing you do on or in relation to the Website will transfer any of the following to you:

- (a) business name, trading name, domain name, trade mark, industrial design, patent, registered design or copyright; or
- (b) a right to use or exploit a business name, trading name, domain name, trade mark or industrial design; or
- (c) a thing, system or process that is the subject of a patent, registered design or copyright (or an adaptation or modification of such a thing, system or process);
- (d) a right to use or exploit the materials contained in the Services

7.5. You may not, without the prior written permission of Aitchison Reid and the permission of any other relevant rights owners: broadcast, record, republish, upload to a third party, transmit, post, distribute, show or play in public, show or play in private to groups of two or more people, adapt or change in any way the Services or third party Services for any purpose, unless otherwise provided by these Terms.

8. Downloads

- 8.1. As part of the Services Aitchison Reid provides documents that can be downloaded from the Website (the 'Downloads').
- 8.2. The Downloads include the following documents:
 - (a) Flowcharts;
 - (b) Definitions;
 - (c) Example payment claims and payment schedules;
 - (d) File Checklist;
 - (e) Information about Adjudications under \$25,000; and
 - (f) Documents listed in Schedule A.
- 8.3. The information provided in the Downloads is based on the legislation at the time that the Services were first compiled.
- 8.4. You agree and acknowledge that:
 - (a) You will only use the Downloads for your use within your own business;
 - (b) You will not share the Downloads with others;
 - (c) You will not sell, distribute, rebrand, republish or upload to a third party the Downloads;
 - (d) Legislation changes from time to time and the Downloads are based on the Building Industry Fairness (Security of Payment) Act 2017 as at 14 December 2018.

9. Privacy

- 9.1. Aitchison Reid takes your privacy seriously and any information provided through your use of the Website and/or Services are subject to Aitchison Reid's Privacy Policy, which is available on the Website.

- 9.2. You agree that Aitchison Reid may use of your personal information to maintain a professional relationship with you, to provide information that we think may be of interest to you and to market directly to you. You may request not to be sent direct marketing material by notifying us in writing at support.courses@arbuildinglaw.com.au.

10. General Disclaimer

- 10.1. Nothing in the Terms limits or excludes any guarantees, warranties, representations or conditions implied or imposed by law, including the Australian Consumer Law (or any liability under them) which by law may not be limited or excluded.
- 10.2. Subject to this clause, and to the extent permitted by law:
- (a) all terms, guarantees, warranties, representations or conditions which are not expressly stated in the Terms are excluded; and
 - (b) Aitchison Reid will not be liable for any special, indirect or consequential loss or damage (unless such loss or damage is reasonably foreseeable resulting from our failure to meet an applicable Consumer Guarantee), loss of profit or opportunity, or damage to goodwill arising out of or in connection with the Services or these Terms (including as a result of not being able to use the Services or the late supply of the Services), whether at common law, under contract, tort (including negligence), in equity, pursuant to statute or otherwise.
- 10.3. Use of the Website and the Services is at your own risk. Everything on the Website and the Services is provided to you "as is" and "as available" without warranty or condition of any kind. None of the affiliates, directors, officers, employees, agents, contributors and licensors of Aitchison Reid make any express or implied representation or warranty about the Services or any products or Services (including the products or Services of Aitchison Reid) referred to on the Website. includes (but is not restricted to) loss or damage you might suffer as a result of any of the following:
- (a) failure of performance, error, omission, interruption, deletion, defect, failure to correct defects, delay in operation or transmission, computer virus or other harmful component, loss of data, communication line failure, unlawful third party conduct, or theft, destruction, alteration or unauthorised access to records;
 - (b) the accuracy, suitability or currency of any information on the Website, the Services, or any of its Services related products (including third party material and advertisements on the Website);
 - (c) costs incurred as a result of you using the Website, the Services or any of the products of Aitchison Reid; and
 - (d) the Services or operation in respect to links which are provided for your convenience.

11. Education Services

- 11.1. By using our services, you agree that Aitchison Reid 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 Aitchison Reid 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 Aitchison Reid.

- 11.2. All our information on both the 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 Aitchison Reid takes no responsibility for your actions, choices or decisions.

12. Limitation of liability

- 12.1. Aitchison Reid's total liability arising out of or in connection with the Services or these Terms, however arising, including under contract, tort (including negligence), in equity, under statute or otherwise, will not exceed the resupply of the Services to you.
- 12.2. You expressly understand and agree that Aitchison Reid, its affiliates, employees, agents, contributors and licensors shall not be liable to you for any direct, indirect, incidental, special consequential or exemplary damages which may be incurred by you, however caused and under any theory of liability. This shall include, but is not limited to, any loss of profit (whether incurred directly or indirectly), any loss of goodwill or business reputation and any other intangible loss.

13. Termination of Contract

- 13.1. Subject to clause 6 and 13.5 the Terms will continue to apply until terminated by either you or by Aitchison Reid as set out below.
- 13.2. If you want to terminate the Terms, you may do so by:
- (a) Deleting or closing your accounts for all of the services which you use, where Aitchison Reid has made this option available to you.
- 13.3. Aitchison Reid may at any time, terminate the Terms with you if:
- (a) you have breached any provision of the Terms or intend to breach any provision;
 - (b) Aitchison Reid is required to do so by law;
 - (c) the provision of the Services to you by Aitchison Reid is, in the opinion of Aitchison Reid, no longer commercially viable.
- 13.4. Subject to local applicable laws, Aitchison Reid reserves its right to discontinue or cancel your membership at any time and may suspend or deny, in its sole discretion, your access to all or any portion of the Website or the Services without notice if you breach any provision of the Terms or any applicable law or if your conduct impacts Aitchison Reid's name or reputation or violates the rights of those of another party.
- 13.5. If you breach any provision of the Terms, you are liable for Aitchison Reid's losses including (but not limited to) loss of profit, economic and financial loss, damages, consequential loss, loss of opportunity and benefit, loss of a right and any other indirect loss suffered by Aitchison Reid.
- 13.6. The following clauses and the rights and obligations associated with the following clauses survive both termination and completion of the contract: clauses 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18 and 19.

14. Indemnity

- 14.1. You agree to indemnify Aitchison Reid, its affiliates, employees, agents, contributors, third party content providers and licensors from and against:
- (a) all actions, suits, claims, demands, liabilities, costs, expenses, loss and damage (including legal fees on a full indemnity basis) incurred, suffered or arising out of or in connection with Your Content;
 - (b) any direct or indirect consequences of you accessing, using or transacting on the Website or attempts to do so; and/or
 - (c) any breach of the Terms.

15. Dispute Resolution

- 15.1. If a dispute occurs in relation to the Terms, the party with the dispute must give the other party written notice of the dispute within 2 business days.
- 15.2. Both parties must attempt to resolve the dispute together in good faith. If the dispute cannot be resolved, either party by serving written notice on the other party may refer to the dispute to mediation.
- 15.3. If the dispute is referred to mediation, the parties agree:
- (a) If the parties cannot agree to a mediator within 10 business days, either party may request that the Chairperson of the Resolution Institute nominate a suitable mediator;
 - (b) If a party is to be legally represented at the mediation, that party is to notify the other that it is to be legally represented 5 business days before the mediation;
 - (c) If the parties are unable to settle the dispute by mediation, either party may refer the dispute to expert determination by serving written notice on the other party.
- 15.4. If the parties are unable to agree to mediation or reach agreement at mediation, the dispute may be referred to the Queensland Civil and Administrative Tribunal (QCAT) or a court of competent jurisdiction in the Brisbane district (if applicable).
- 15.5. All communications concerning negotiations made by the Parties arising out of and in connection with this dispute resolution clause are confidential and to the extent possible, must be treated as "without prejudice" negotiations for the purpose of applicable laws of evidence.

16. Venue and Jurisdiction

The Services offered by Aitchison Reid is intended to be viewed or used by residents of Australia. In the event of any dispute arising out of or in relation to the Website, you agree that the exclusive venue for resolving any dispute shall be in the Brisbane courts of Queensland, Australia.

17. Governing Law

The Terms are governed by the laws of Queensland, Australia. Any dispute, controversy, proceeding or claim of whatever nature arising out of or in any way relating to the Terms and the rights created hereby shall be governed, interpreted and construed by, under and pursuant to the laws of Queensland, Australia, without

reference to conflict of law principles, notwithstanding mandatory rules. The validity of this governing law clause is not contested. The Terms shall be binding to the benefit of the parties hereto and their successors and assigns.

18. Independent Legal Advice

Both parties confirm and declare that the provisions of the Terms are fair and reasonable and both parties agree they have had a reasonable opportunity to obtain independent legal advice, and declare the Terms are not against public policy on the grounds of inequality or bargaining power or general grounds of restraint of trade.

19. Severance

If any part of these Terms is found to be void or unenforceable by a Court of competent jurisdiction, that part shall be severed and the rest of the Terms shall remain in force.

20. Time Period for Usage

- 20.1. You agree and acknowledge that:
- (a) Your access to the Services is limited to a time period of 7 days or the days specified on the website (whichever is the shortest) from the time that you purchase the Services (the time period);
 - (b) you have been notified of the time period; and
 - (c) You may view the Services as many times as you wish over the time period;
 - (d) After the time period, your access to the Services will be removed and you will be unable to view the paid Services including videos and the Downloads.

21. Ability to View Website Content

- 21.1. Aitchison Reid acknowledges that the Services (in particular the videos) may not play on some devices. As a result, Aitchison Reid has included:
- (a) warnings on the Aitchison Reid Courses website;
 - (b) video playback tests on the Aitchison Reid Courses website so that you may check if you are able to play the Services (in particular the videos) on your device before purchasing the Services.
- 21.2. You agree and acknowledge that:
- (a) you have been given an opportunity to check if the Services are able to be viewed (in particular the videos) on your device before purchasing the Services;
 - (b) it is your responsibility to check if the Services are able to be viewed (in particular the videos) on your device prior to purchasing the Services; and
 - (c) the ability of the Services (in particular the videos) to play on your device is dependent on a number of different factors including the age of the device and the operating system etc.
- 21.3. Aitchison Reid is not responsible or liable if you are unable to play the Services on your device.

22. Support Services

- 22.1. Aitchison Reid provides support services for the Website via the following email address only: support.courses@arbuildinglaw.com.au. Once an email is received from you Aitchison Reid will endeavour to respond to you within 24 hours.
- 22.2. Aitchison Reid may at its sole discretion extend the time period for you to access the Services on the Website.

SCHEDULE A

SCHEDULE B

The barred register permanently, domestically and internationally excludes people, persons, organisations and other entities from accessing the Services and accepting the Terms. The register does not apply to directors, owners and employees of Aitchison Reid Pty Ltd and the Aitchison Reid Group of companies. Aitchison Reid may at its sole discretion temporarily waive exclusion on an individual or a case by case basis in writing and signed by its Director and its owners. Those on the barred register which access the Services, including our paid Services, will not receive a refund for any money paid. The barred register is listed below:

- Legal practitioners, lawyers, solicitors, barristers, law practices, organisations engaged in the practice of law and those practices' employees, contractors, interns and volunteers;
- Coaching, training and education organisations including individuals employed by, contracted to, interning for or volunteering for these organisations or sole traders operating as training or education providers;