

Website Terms of Use

1. About this Website

(1) (1) This website is published by Ron Taylor Pty Ltd ACN 010 554 551 as trustee for The Taylor Family Trust (trading as Pacific Plan Printing) of 33 Rendle Street, Aitkenvale QLD 4814 (“us”, “our”, “we”, “Pacific Plan Printing”).

(2) Your use of www.pacificplanprinting.com.au (“website”) is subject to these terms of use (“Terms”). If you do not accept these Terms, you must refrain from using this website or making a purchase from the website.

2. Website Information

(1) Images of goods published in this website without any advertised price beside that image are not offered for sale.

(2) Photographs are for illustrative purposes only and may vary from goods depicted or described.

(3) International visitors to this website should not rely on information contained in this website, including without limitation specifications or pricing. International orders are unable to be accepted.

3. Website Content

(1) Pacific Plan Printing may, at any time, add or remove content from this website without notice.

(2) Any articles, information or content published on this website must be read subject to these Terms.

(3) Although Pacific Plan Printing uses its best endeavours to confirm the accuracy of any information published on this website, you agree that Pacific Plan Printing cannot be held responsible for inaccuracies or errors caused by incorrect information supplied to Pacific Plan Printing or by manufacturers or suppliers changing product specifications without notice to Pacific Plan Printing. You agree to make your own enquiries to verify information provided and to assess the suitability of products before you purchase.

(4) The information, materials and services in this website is provided as a recommendation and for general information purposes only. It is current at the time of first publication. It is not legal or other professional advice or intended to be comprehensive. You are responsible for determining the validity, quality and relevance of any information, material or service assessed and to take appropriate independent advice before acting or relying on any of it to ensure that it meets your particular requirements. You should report any error or omission in any information, material or service, via customer feedback.

(5) This website may feature or display third party advertising or content. By featuring or displaying such advertising or content, Pacific Plan Printing does not in any way represent that Pacific Plan Printing recommends or endorses the relevant advertiser, its products or services.

(6) Pacific Plan Printing Online nor any third party will be liable for any errors in content, or for any actions you take in reliance on them. You nor any other person may hold Pacific Plan Printing liable for any delays, inaccuracies, errors or omissions in respect of such content, the transmission or delivery of such content or any loss or damage arising from any of them.

(7) Pacific Plan Printing may promote, advertise or sponsor functions, events, offers, competitions or other activities which may be conducted online or offline and which may be conducted by third parties. These activities may be subject to separate terms and conditions. You participate in any such activities entirely at your own risk. Pacific Plan Printing does not accept any responsibility in connection with your participation in activities conducted by any other party.

4. Your Use of the Website

(1) You agree to use this website only for purposes that are permitted by these Terms, any applicable law or regulation and/or generally accepted practices or guidelines.

(2) You agree that you will not engage in any activity that interferes with or disrupts this website or the servers and networks that host this website. You agree not to, or attempt to, circumvent, disable or otherwise interfere with security-related features of this website or features that prevent or restrict use or copying of any content or enforce limitations on the use of this website or the content.

(3) You understand and agree that any suspected fraudulent, abusive or illegal activity may be referred to appropriate law enforcement authorities.

(4) Pacific Plan Printing may stop (temporarily or permanently) providing access to this website to you, or to guests or members generally, at its discretion and without prior notice to you.

(5) Pacific Plan Printing may in its sole discretion restrict your access to this website. If Pacific Plan Printing does this, you may be prevented from accessing all or parts of the website, your account details or other content contained in your account. Pacific Plan Printing will not be liable to you or any third party for doing so.

(6) As electronic websites are subject to interruption or breakdown, access to this website is offered on an "as is" and "as available" basis only.

(7) Pacific Plan Printing may impose limits or restrictions on the use you may make of this website. Further, for security, technical, maintenance, legal or regulatory reasons, or due to any breach of these terms, Pacific Plan Printing may withdraw this website, or change or remove website functionality at any time without notice to you.

5. Intellectual Property Rights

(1) You acknowledge that any intellectual property rights, including graphics, logos, trademarks, distinctive brand features, design, text, icons, the arrangement of them, sound recordings and all software relating to this website, are owned by Pacific Plan Printing and that these remain the property of their respective owners and must not be used in any manner without the prior written consent of the owner. These intellectual property rights are protected by Australian and international laws and nothing in these Terms gives you a right to use any of them.

(2) Nothing contained on this website is to be interpreted as a recommendation to use any information on this website in a manner which infringes the intellectual property rights of any person. Pacific Plan Printing makes no representations or warranties that your use of the information on this website will not infringe such intellectual property rights.

(3) You may view this website and its contents for personal and non commercial use only and subject to the Copyright Act 1968 (Cth) and similar legislation, you may not in any form or by any means reproduce, modify, distribute, store, transmit, publish or display within another website or create derivative works from any part of this website or commercialise any information obtained from any part of this website without the prior written consent of Pacific Plan Printing or, in the case of third party material, from the owner of the copyright in that material.

(4) You may not modify or copy the layout or appearance of this website nor any computer software or code contained in this website, nor may you decompile or disassemble, reverse engineer or otherwise attempt to discover or access any source code related to this website.

6. Secure Data and Transmissions

(1) Given the nature of the internet, Pacific Plan Printing cannot guarantee that any data transmission is totally secure, free from viruses, fault or other conditions which could damage or interfere with your computer systems and Pacific Plan Printing does not warrant that your access to the website will be uninterrupted, error free or that any defects will be corrected.

Whilst Pacific Plan Printing and its third parties take precautions to protect information, Pacific Plan Printing does not warrant and cannot ensure the security of any content or information you transmit via the website. You therefore transmit to the website at your own risk. However, once Pacific Plan Printing or its third party receives your transmission, Pacific Plan Printing and its third parties will take reasonable steps to preserve its security. If you become aware of any problems with the security of the website, please contact us immediately.

(2) You must take your own precautions to ensure that the process which you use to access the website or any website does not expose you to the risk of viruses, malicious computer code or other forms of interference which may damage your own computer system. For the avoidance of doubt, neither Pacific Plan Printing nor its third parties will accept any responsibility for any interference or damage to your own computer system which arises in connection with your use of this website, any website or any linked website.

7. Cookies

(1) Cookies may be used on this website to gather data in relation to this website and you consent to this (although you may be able to disable cookies on your web browser).

8. Use of Your Information and Material

(1) Pacific Plan Printing appreciates any suggestions (“unsolicited ideas”) you may have regarding ways in which this website may be improved or materials which may be added to this website. Any unsolicited ideas that you submit will not be regarded as confidential and will become the property of Pacific Plan Printing. Pacific Plan Printing may use, reproduce, disclose, publish, modify, adapt and transmit them to others, without restriction or any obligation to compensate you.

9. Disclaimer

Pacific Plan Printing make no representations or warranties of any kind, express or implied, in relation to any information, content, materials or products included in this website or to its availability, functionality or performance, except as otherwise provided under any applicable law.

(2) Pacific Plan Printing does not accept responsibility for any loss or damage, howsoever caused (including through negligence or matters outside their control), which you may directly or indirectly suffer in connection with your use of this website or any linked website, nor do they accept any responsibility for any such loss arising out of your use of, or reliance on, information contained on, or accessed through, this website. To the maximum extent permitted by law, Pacific Plan Printing disclaim any such representations or warranties as to the completeness, accuracy, merchantability or fitness for purpose of this website or the information that it contains.

(3) Pacific Plan Printing excludes all liability of any of them in respect of any injury, loss or damage arising out of, or related to, the use, or inability to use, the information on this website or provided through this website through email. This limitation of liability includes, but is not limited to, compensatory, direct, indirect or consequential damages, interruption of business, loss of data, income or profit, loss of, or damage to property, and third party claims. If any liability is not able to be excluded by law, Pacific Plan Printing limit their liability to the re-supply of the relevant information or services.

(4) You agree to indemnify Pacific Plan Printing and other persons involved in the creation of this website from all damages, losses, penalties, fines, expenses and costs (including legal costs) which arise out of or relate to your use of this website, any information that you provide via this website or any damage that you may cause to this website. This indemnification includes, without limitation, liability relating to copyright infringement, defamation, invasion of privacy and trade mark infringement.

10. Governing Law and Jurisdiction

These Terms are governed by and construed in accordance with the laws of Queensland, Australia and you irrevocably and unconditionally submit to the non-exclusive jurisdiction of the courts of Queensland, Australia. If any provision of these

Terms is found to be invalid or unenforceable by a court of law, such invalidity or unenforceability will not affect the remainder of these Terms, which will continue in full force and effect. If you access this website in a jurisdiction other than Queensland, Australia, you are responsible for compliance with the laws of that jurisdiction, to the extent that they apply. Pacific Plan Printing makes no representations that the content of this website complies with the laws of any country outside Australia.

11. General

These Terms may be amended at any time without notice and your access to this website may be terminated at any time without notice. Your continued use of this website following such amendment of these Terms will represent an agreement by you to be bound by the Terms as amended. Where your access to this website is terminated, all disclaimers and limitations of liability set out in these Terms will survive. Reference to “website” includes the whole or any part of the web pages located on this webpage (including but not limited to any elements of design, underlying code, text, sounds, graphics, animated elements or any other content).

PPP Website Terms of Use Version 2, 2016

Terms and Conditions of Sale

1. About Pacific Plan Printing

(1) Your purchase of goods from www.pacificplanprinting.com.au ("website") is subject to these Terms and Conditions of Sale ("Terms"), the Terms of Use, the Returns and Refund Policy and any Catalogue Terms. If you do not accept these Terms, you must refrain from using this website or making a purchase from this website.

(2) Ron Taylor Pty Ltd ACN 010 554 551 as trustee for The Taylor Family Trust (trading as Pacific Plan Printing) of 33 Rendle Street, Aitkenvale QLD 4814 ("us", "our", "we", "Pacific Plan Printing"), carries on business from the website.

(3) The goods and services described in this website are available from Pacific Plan Printing only (unless the goods or services are specified as "available in store only"), and will be available for you to make an offer to Pacific Plan Printing via the website to purchase at the specified price on or before the end date specified in a current catalogue, or until otherwise removed from the website or as specified, and where Pacific Plan Printing accepts your offer, Pacific Plan Printing will sell the goods or services to you in accordance with these Terms.

(4) You and Pacific Plan Printing may enter into a sale contract for the sale and supply of products, by you making an offer to Pacific Plan Printing via the website, to purchase goods at the specified price, subject to these Terms.

(5) In these terms:

- "you", "user", "member", and "guest" means anyone who visits and/or uses this website.

- a reference to a "third party" in these terms includes a reference to any agent or contractor of Pacific Plan Printing and any person engaged by any of them, in the creation, provision or maintenance of the website or in the fulfilment of Orders made through the website, and includes any of them.

- a reference to the "websites" means www.pacificplaprinting.com.au.

- "Order" means an offer made by you in response to an invitation to treat made by Pacific Plan Printing via the website or via Email.

2. User Agreement

(1) By accessing and/or using the website, you accept these terms and agree to be bound by them, and an agreement is formed between us and you.

(2) These Terms may be amended at any time without notice and your access to this website may be terminated at any time without notice. Your continued use of the website following such amendment of these Terms will represent an agreement by you to be bound by these Terms as amended. We recommend you review the terms for amendments each time you use the website and before placing any Order. Should we choose to provide you with notice of amended terms, you agree to receive email notification of the amendments from us or our third party.

3. Legal Capacity

(1) Any Order and/or purchase made by you using this website is an acknowledgement by you that you:

i. accept these terms;

iii. agree that you have entered into a legal contract with Pacific Plan Printing in relation to these terms; and

iv. these terms, together with your order, constitute the entire agreement between you and Pacific Plan Printing for the supply of products.

(3) Pacific Plan Printing reserves the right to take legal action and seek compensation from the parent or guardian of a minor who causes an order to be placed, for any loss or damage Pacific Plan Printing may suffer as a result of a transaction entered into by a minor.

4. Orders

(1) We recommend you carefully preview any proposed Orders before adding them to your shopping cart and proceeding with your Order.

(2) Representations of products for sale made by Pacific Plan Printing via the website do not constitute an offer to sell but an invitation to treat.

(3) You and Pacific Plan Printing may enter into a contract for the sale and supply of products by you making an offer via the website to purchase a product at the price advertised on the website by:

- (i) placing an electronic Order for the products using the website;
- (ii) you confirming the Order details in accordance with the procedure on the website;
- (iii) you making payment in full (plus any applicable delivery charges) on the website; and
- (iv) the acceptance of that offer by Pacific Plan Printing.

(4) Once you have placed your Order, you cannot cancel or revoke your Order, unless expressly provided for in these Terms.

(5) When entering into a sale contract via the website, you will be taken to have communicated your offer to purchase the product(s) only when:

- (i) any requirements set out in these terms have been met;
- (ii) the electronic instruction containing the offer from you enters and is recorded in our database;
- (iii) a record is created and stored in our database; and
- (iv) Pacific Plan Printing receives in its account full payment from you for the product (including any applicable delivery and handling charges) and confirmation of that payment is received by our database.

(6) You acknowledge that:

- (i) the transmission of your offer or the confirmation of any payment, made through an electronic instruction may not be received by Pacific Plan Printing for reasons beyond either parties' reasonable control including but not limited to, electronic failure, mechanical, software, computer, or telecommunications, or the omission or failure of third party website providers or systems;
- (ii) to the extent permitted by law, Pacific Plan Printing is not liable to you in any way for any loss or damage at all and however caused, arising directly or indirectly in connection with the transmission of an electronic instruction through the website, or any failure to receive an electronic instruction for whatever reason;
- (iii) Pacific Plan Printing may act on and process all completed electronic instructions transmitted or issued through the website without further consent from or reference to you; and
- (iv) Pacific Plan Printing may treat an electronic instruction as authentic and is under no obligation to investigate the authenticity or authority of persons issuing or transmitting such electronic instructions, or to verify the accuracy and completeness of such electronic instructions.

(7) You will receive an email from Pacific Plan Printing as soon as practicable after you have confirmed your Order and made payment. If you have any questions regarding your Order you may contact print@pacificplanprinting.com.au

(8) If your Order is not accepted by Pacific Plan Printing, Pacific Plan Printing will notify you by telephone or email and arrange for a full refund of any payment made by you to be processed.

(9) Pacific Plan Printing may, in its sole and absolute discretion, accept or reject any offer made by you for any reason (or no reason), including an error in the advertised price for, or description of, the products on the website, or an error in your Order.

(10) Any representations made about stock availabilities are accurate to the last known stock level and are subject to change. If Pacific Plan Printing cannot supply a particular product, Pacific Plan Printing will notify you by telephone or email as soon as possible.

(11) Pacific Plan Printing will be deemed to have accepted your Order when your Order is delivered to your specified delivery address or on collection of your Order from our office at 33 Rendle Street, Aitkenvale QLD 4814..

5. Price

(1) Prices shown are in Australian dollars and include GST where applicable. Prices may not include delivery and handling charges. Prices are subject to change.

(2) Each published saving in respect of a product is by reference to the lower of the recommended retail price of the manufacturer or the normal ticketed price of Pacific Plan Printing.

(3) Images of products shown without any advertised price beside that image are not offered for sale.

(4) Unless otherwise stated, any accessories shown in any image of products are not included in the price.

(5) We reserve the right to correct any errors published on the website.

6. Payment

(1) All payments must be made in full prior to delivery.

(2) Payments must be made via the secure payment gateway facilities accessible via the website and will be subject to any terms and conditions of these providers.

7. Supply and Delivery

(1) Subject to you complying with these Terms and acceptance of your Order by Pacific Plan Printing, Pacific Plan Printing will sell and supply the products to you as shown on your Order confirmation.

(2) Products may not be available for immediate delivery. Pacific Plan Printing will endeavour to deliver your Order to you within ten (30) days of the date you placed your Order.

(3) Large bulky items are generally not held in stock and will be required to be ordered. You agree that your Order for any Large bulky item may take up to ten (10) weeks to be delivered to you from the date you placed your Order. This timeframe is the average manufacturing lead time required by suppliers. Pacific Plan Printing will contact you on receipt of your Order to notify you of the indicative delivery date.

(4) if Pacific Plan Printing gives you notice that it will be unable to deliver your Order within 10 business days of receipt of your Order, due to lack of stock, you may cancel your Order without charge, and Pacific Plan Printing will arrange for a full refund of payment made by you.

(6) Delivery times may be greater than 10 business days for regional or remote areas.

8. Delivery by Post or Carrier

(1) The terms of this clause apply where you select to have your goods delivered to a specified address.

(2) The delivery address must be an address within Australia and cannot be a freight forwarding location. Deliveries cannot be made to PO Boxes.

(3) On receipt of your Order by Pacific Plan Printing, your Order will be dispatched to your specified delivery address generally within 10 business days of the date you placed your Order.

(4) If you Order large or bulky items, Pacific Plan Printing will contact you by telephone or email to arrange with you a suitable time for delivery.

(5) You will be required to be available in person to accept delivery of your Order.

(6) If you wish to change the delivery date or delivery address you must let us know at least 48 hours prior to the dispatch of your Order.

(7) Pacific Plan Printing will use its best endeavours to deliver your Order within any stated timeframes for dispatch, however Pacific Plan Printing does not warrant that these timeframes will always be met, as many factors may affect these timeframes.

(8) You must advise at the time you place your Order via the website or later when you discuss delivery with Pacific Plan Printing, of any difficulties that may be involved in the delivery (such as stairs or narrow entries). If you do not state the situation correctly and on arrival the delivery contractor deems it to be a difficult location you will be liable for any extra charges including redelivery fees and the cost of an extra person to assist.

(9) Pacific Plan Printing cannot and will not accept responsibility for delivery failures or delays by our third party delivery contractor.

9. Title and risk in goods

Title and risk in the products, such as loss and damage, pass to you on delivery or collection, as the case may be.

10. Credit card fraud

(1) The website employs the latest in secure payment gateway technology to secure our payment systems.

(2) To the extent permitted by law, Pacific Plan Printing will not be responsible for any damages or consequential losses (whether direct or indirect) suffered by a user where a credit card account is fraudulently used or is used in an unauthorised manner.

11. Disclaimer and Indemnity

(1) To the extent permitted by law, Pacific Plan Printing excludes all liability to you or anyone else for loss or damage of any kind (however caused or arising) relating in any way to the website including, but not limited to, loss or damage you might suffer as a result of:

(i) errors, mistakes or inaccuracies on the website;

(ii) you acting, or failing to act, on any information contained on or referred to on the website and/or any linked website;

(iii) personal injury or property damage of any kind resulting from your access or use of the website;

(iv) any unauthorised access to or use of the websites secure servers;

(v) any interruption or cessation of transmission to or from the website;

(vi) any bugs, viruses, trojan horses or other harmful code or communications which may be transmitted to or through the website by any third party; and/or

(vii) the quality or fitness for any purpose of any linked sites.

(2) Except as expressly provided in these terms, and to the fullest extent allowed by the law, Pacific Plan Printing will not be liable for any direct, indirect, special, incidental or consequential damages arising out of your access to or use of the website.

(3) You will at all times indemnify, and keep indemnified, Pacific Plan Printing, including their directors, officers, employees and agents from and against any loss (including reasonable legal costs and expenses on a full indemnity basis) or liability incurred or suffered by you or by any of them arising from any claim, demand, suit, action or proceeding by any person against you or them where such loss or liability arose out of, in connection with or in respect of your conduct or breach of these terms.

(4) **This clause is not intended to exclude or limit any rights which you may have under the Competition and Consumer Act 2010 (Cth).**

12. Order Enquiries

If you have any query about the progress of your Order please contact us via email. Please have your Order number handy as shown on the email confirmation.

13. Damaged or Faulty Products and Refund Policy

(1) If any product ordered by you arrives damaged or is not of acceptable quality you may have:

- (a) rights under our Refund and Returns Policy
- (b) legal rights and remedies in Australia under the Competition and Consumer Act 2010 and other rights under other consumer laws applying in each Australian State and Territory; and/or
- (c) to have the product repaired or replaced or to receive a refund of the price paid by you for the product.

(2) If your Order arrives damaged, please contact us via phone or email.

14. Privacy and Personal Information

(1) The privacy of your personal information is important to Pacific Plan Printing.

(2) Pacific Plan Printing and its third parties may collect personal information directly from you when you place an Order, or when you contact us via email. Personal information may include your name, residential and/or postal address, telephone number and email address.

(4) Your personal information is not collected if you only browse this website.

(5) Online payments are handled through a secure payment gateway. Pacific Plan Printing does not store your credit card or banking details. Please check the operator of the secure payment gateway websites for details of their privacy policies and security measures.

(7) You may request Pacific Plan Printing to remove your personal information from its database by emailing us.

15. Force Majeure

Pacific Plan Printing will not be liable for any delay in performing any of their obligations if such delay is caused by circumstances beyond their reasonable control, including but not limited to, failure of or interruption in the provision of essential services such as electricity supply, bank payment systems or postal deliveries.

16. Governing Law

(1) These terms will be governed by and interpreted in accordance with the laws of Queensland, Australia and you irrevocably submit to the non exclusive jurisdiction of the Courts of Queensland, Australia. If any provision of these terms is found to be invalid or unenforceable by a court of law, such invalidity or unenforceability will not affect the remainder of this agreement, which will continue in full force and effect.

(2) If you access the website in a jurisdiction other than Queensland, Australia, you are responsible for compliance with the laws of that jurisdiction, to the extent that they apply. Pacific Plan Printing makes no representations that the content of the website complies with the laws of any country outside Australia.

17. Severability

If any part of these terms are found to be void, invalid, unlawful or unenforceable then that provision or part will be deemed to be severed from these terms and the remaining terms and provisions of these terms will remain in force and constitute the agreement between you and Pacific Plan Printing.

18. Transfer and Assignment

If Pacific Plan Printing merges, sells or otherwise change control of its business or this website to a third-party, Pacific Plan Printing reserves the right, without giving notice or seeking consent, to transfer or assign the personal information, content and rights that Pacific Plan Printing has collected from you and any agreements it has made with you

19. Waiver

The failure by Pacific Plan Printing to exercise or enforce any right or provision under these terms will not constitute a waiver of such right or provision. Any waiver of any provision under these terms will only be effective if it is in writing and signed by Pacific Plan Printing.

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