1   Terms and Conditions of Use

These terms and conditions (Terms) of use apply to your relationship with *Software Publications Pty Ltd* (Software Publications) along with your use of our website **www.softwarepublications.com.au**, our services and the operation of your account. You acknowledge and agree that in entering into an agreement with *Software Publications Pty Ltd* you have familiarised yourself with and agree to be bound by these terms. If you have any questions about these Terms, our website or the services, please contact us.

We may change these Terms at any time by posting the amended version. You acknowledge and agree that all changes will become effective from the date that they are posted and you shall be deemed to have accepted them as from the time and date that they are posted.

2   Your Responsibilities

You are responsible for:

- ensuring all information you provide to us is correct and complete;
- ensuring your use of our website , books and the services is lawful and does not interfere with the use of the services by any other person;
- complying with these terms
- complying with all other lawful requirements relevant to your use of our product, services and website
- keeping us informed of any changes to your contact details.

You shall not copy, modify, distribute, demonstrate to a third party, decompile, reverse engineer or otherwise deal with any part of our product or its content in any way which would be detrimental to our rights or the rights of any person.

You agree to indemnify us and our respective officers, employees and agents against all actions, claims and demands which may be instituted against us arising out of your failure to comply with these terms and conditions.

3   Pricing

All prices are correct at time of publication, however we reserve the right to alter prices or any other information contained on our pricelist or website at any time for any reason. If the pricing changes after you have ordered a product, we will contact you prior to processing your order. If there is an error in any of the offers, discounts or other promotions we provide to you, we reserve the right to correct such information.

4   Intellectual Property Rights

We own, control or have the right to use and provide all content both in written format and on our website. Any infringement of our intellectual property rights will be fully enforced by law.

You may not adapt reproduce, store, distribute, display, perform, publish, broadcast or create derivative works from any content for public or commercial purposes without our express prior written consent.

5   Deliveries

Software Publications Pty Ltd does not take any responsibility for incorrect delivery addresses supplied to us. This includes, but is not limited to, details such as an incorrect (or lack of) unit number, street number and postcode. We reserve the right, if required, to recharge the customer for each subsequent delivery as a result of incorrect address supplied. We do not take responsibility for damages to goods or loss in transit for the customer's own courier or Australia Post.

Receipt of goods damaged in transit or short-shipped must be reported to Software Publications within 2 business days. Please quote your invoice number and date of receipt when lodging the matter.

6   Standard Shipping Charges

The below shipping rates are applicable for Australian based orders and *Software Publications* reserves the right to alter these rates at any stage. You acknowledge and agree that all changes in rates will become effective from the date that they are posted and you shall be deemed to have accepted them as from the time and date that they are posted.

(a) **Standard service** for **standard resources** is $9.00 for the first resource then $1.50 for every resource thereafter.

(b) **Express service** for **standard resources** is $18.50* for the first resource then $2.00 for every resource thereafter (refer to service levels in section 7). * this is a base rate for Express Post delivery to N1 Sydney only. NSW Country N2 and all other destinations including weight of resources will have to be quoted by us using http://auspost.com.au/apps/postage-calculator.html

(c) **Standard service** for **non-standard resources** (customised sets up to 4 volume sets) is $10.00 for the first resource then $4.00 for every resource thereafter.

(d) **Express service** for **non-standard resources** (customised sets up to 4 volume sets) is $20.00* for the first resource then $5.00 for every resource thereafter (refer to service levels in section 7). * this is a base rate for Express Post delivery to N1 Sydney only. NSW Country N2 and all other destinations including weight of resources will have to be quoted by us using http://auspost.com.au/apps/postage-calculator.html

(e) **Individual orders to residential homes** the preferred method of delivery is Australia Post.

(f) **Toll IPEC courier re-delivery charges** if Toll IPEC attempts to deliver within the normal hours of business and they are unable to access your premises for delivery and are required to re-deliver we reserve the right to pass on the minimum fee we incur of $23.00 plus GST

(g) **For overseas deliveries**, **bulk orders or non-standard deliveries** please email us requesting a quotation.

7   Service Levels

Software Publications is not liable for delays in service in the case of but not limited to, adverse weather, extreme supply chain delays, customs or payment processing and therefore the below service levels are approximate time frames. Should you have any issues please forward your enquiry to us directly.

1. General orders
- Off peak times despatched within 4–5 working days
- Peak times despatched within 7–8 working days

2. Express orders:
- 10 books or less invoiced before 2 pm (Sydney time) – sent same working day
- 10 books or more invoiced after 2 pm (Sydney time) – sent next working day

8   21 day Inspection Resources

21 day inspection copies are for printed resources only. Approval is granted to existing account customers and is limited to TAFE Colleges and Schools at the discretion of *Software Publications*. Printed books are provided with an invoice and all requests must be in writing with correct billing and delivery details.

In accordance with our terms you will have 21 days in which to examine and review the book(s) and to decide whether to purchase the book(s) or place an order for further books.

Without limiting the forgoing, you agree:

(a) If the book(s) are not returned within 21 days the books are deemed to be acceptable and the invoice is payable.

(b) If the book(s) are returned within 21 days and are in as new condition a credit note will be issued.

CDs, DVDs, USB drives e-books and other electronic resources are not available for 21 day inspection copies as they are a firm sale with no returns.

We reserve the right to amend and update the Software Publications Terms & Conditions as and when deemed to be appropriate.

Software Publications Terms & Conditions 1 July 2016 page **2** of **5**

9   **Desk Copy Resources**

Desk copies are provided in two ways:

1. Soft copy – A printable, low resolution, watermarked PDF is either emailed or electronically sent to the client. Soft copies are usually sent to the client within 2-4 working days from receipt of request by our Account Managers.
2. Hard copy (printed) – Clients must make a co-contribution payment of 50% of the book's recommended retail price and any additional freight charges incurred. MYOB printed resources will not be supplied with a MYOB Student Edition CD/DVD or USB drive.

    - During off peak times, hard copies are despatched within 4–5 working days
    - During peak times these are despatched within 7–8 working days
    - Express delivery service is available using **Express Service** for **standard resources.** This will incur a cost of $18.50* for the first resource, and then $2.00 for every resource thereafter. * this is a base rate for Express Post delivery to N1 Sydney only. NSW Country N2 and all other destinations including weight of resources will have to be quoted by us using http://auspost.com.au/apps/postage-calculator.html

ACT and NSW	Chris Coulson	chrisc@softwarepublications.com.au
QLD, WA and NT	Chris Coulson	chrisc@softwarepublications.com.au
VIC, TAS and SA	Chris Coulson	chrisc@softwarepublications.com.au
Corporate and overseas	Chris Coulson	chrisc@softwarepublications.com.au

10   **Credit and Terms of Payment**

The following terms of credit apply unless agreed upon otherwise:

(a) Account customers: 30 days from date of invoice to pay the account in full unless agreed in writing.
(b) Non-account holders: payment is required upon placement of the order.

Payment must be made to *Software Publications Pty Ltd* as follows:

- Credit card: We accept Visa, MasterCard and American Express and no additional charge or merchant service fee will apply.
- Direct debit or bank deposit to: Software Publications Pty Ltd Westpac, BSB 032-102, account number 231295. Ensure a remittance is faxed through to 02 9882 1800 or email office@softwarepublications.com.au
- Cheques and money orders made out to Software Publications Pty Ltd are accepted but goods will not be released until clearance of funds has been confirmed.

11   **E-Books**

E-Book Procedure and Terms:

Once a client has paid in full and has been advised that an e-book is ready and available for download from our site, a window of 72 hours exists for that download. If that window expires or you exceed the maximum number of three attempts to download please contact *Software Publications* direct with the invoice number and an extension will be organised. In circumstances whereby the e-book file has been damaged or deleted within 6 months of purchase please contact us with the invoice number and date of purchase.

Any purchased or downloaded e-books from a licensed secondary provider are not the responsibility of *Software Publications* and therefore all enquiries need to be directed to that licensed secondary provider.

We reserve the right to amend and update the Software Publications Terms & Conditions as and when deemed to be appropriate.

Software Publications Terms & Conditions 1 July 2016 page **3** of **5**

12   Returns, Credits, Refunds, Faulty Goods & RA Procedure

The following terms and conditions apply to the return of goods for credit or refunds:

- Printed books to be held for a maximum of 90 days from date of invoice.
- A maximum of 20% of global sales for each financial year may be accepted for credit returns and must not be older than 90 days from date of invoice and must be in as new condition ready for resale.
- Freight will not be refunded or credited for returns where the client has made an incorrect choice, changed their minds, overstocked or the course has been dropped.
- We retain the right to withhold credit for resources sent back to us without obtaining an RA (returns authorisation) beforehand, or if the resources are received by us in a condition not fit for retail. If the customer's courier or services of Australia Post damages the goods in transit, it will not be the responsibility of Software Publications.
- Credit accounts are not eligible for a cash or cheque refund.

The following are not eligible for return:

- Due to the nature of these products CDs, DVDs, USB drives, e-books and other electronic resources are firm sale no return.
- Resources that have been updated or earlier versions such as but not limited to:
  - Microsoft Office products 2003, 2007 and 2010 effective 1 July 2016.
  - MYOB resources version 19 and earlier versions plus updated MYOB v19.8 resources effective 1 March 2015.
- Combination books and customised resources are a firm sale with no return. Return authorisations will not be issued for these, and we reserve the right to withhold credit if the customer sends these back.

Faulty Goods

Faulty goods will be credited or replaced when resources are purchased directly from *Software Publications*, but such claims must be made within 30 days from the date of invoice and the relevant invoice details must be quoted when making a claim. If your purchase was through a secondary supplier your claim will need to be returned to that provider.

Returns Authorisation Procedure

1. Contact us with details of your return. This includes information such as your invoice number, book(s) you wish to return, quantities, and reason.
2. We will submit a returns request on your behalf, and we will aim to get in touch within 3 working days to let you know if the request has been approved or declined.
3. If the return has been approved, all relevant information and instructions will be sent to the customer.
4. *Software Publications* is not liable for any issues that occur in transit. All costs are the responsibility of the customer unless in the case of a no-fault return.

13   Resources for the Visually Impaired

We are committed to providing resources for the visually impaired in order for the student to continue learning. Under the Disability Discrimination Act (DDA) and the Australian Government's Web Accessibility National Transition Strategy (NTS) organisations must ensure electronic documents are accessible to all staff and customers, including those with a disability.

PDF files are provided to customers who are visually impaired and who have purchased and paid for the resource. *Software Publications* is not responsible for technical issues that arise, including but not limited to problems with screen shots, operating systems and programs such as JAWS. For further information please contact us.

14   Disclaimer

We will use reasonable endeavours to ensure the products we provide are accurate at the time of release but we do not guarantee or provide any warranties that each product is without fault. If an issue is brought the attention of *Software Publications* we will take action to correct any issues within a reasonable capacity and timeframe.

We reserve the right to amend and update the Software Publications Terms & Conditions as and when deemed to be appropriate.

Software Publications Terms & Conditions 1 July 2016 page **4** of **5**

15 General Terms

Entire Agreement

These terms (including any terms or policies explicitly incorporated by reference) amounts to the whole of the arrangement between you and us relating to your use of our products and/or our services. These terms replace any prior related agreements and understandings between you and us.

Severability

If any part of these terms is held to be invalid, illegal or unenforceable, that part will be severed and the remainder of these terms will remain in full force and have full effect.

Jurisdiction

These terms and conditions are governed by the laws in force in Australia. You agree to submit to the non-exclusive jurisdiction of the courts of Australia.

16 Complaints Procedure

In the event that you are unhappy about a resource or the service that you have experienced and you are unable to resolve these issues with our staff please contact:

Mr Chris Coulson

General Manager

chrisc@softwarepublications.com.au

Or call 02 9882 1000 or 0438 013 003

We reserve the right to amend and update the Software Publications Terms & Conditions as and when deemed to be appropriate.

17 Corporate Details

Head Office:

Unit 3, 25 Gibbes Street

Chatswood NSW 2067

ABN: 75 078 026 150

Ph: 02 9882 1000

Fax: 02 9882 1800

E: office@softwarepublications.com.au

Office hours: 9am – 4.30pm.

Closed weekends and public holidays.

We reserve the right to amend and update the Software Publications Terms & Conditions as and when deemed to be appropriate.

Software Publications Terms & Conditions 1 July 2016 page **5** of **5**