
TERMS AND CONDITIONS

These are the terms and conditions for using our website and for purchase and use of any of our products.

In these terms and conditions, “we” “us” and “our” refers to Atherton Advisory Pty Ltd. “Products” includes goods and services. “Services” include workshops, webinars, training and other events (“Events”). Your access to and use of all information on this website including purchase of our products is provided subject to the following terms and conditions.

We reserve the right to amend these terms and conditions at any time and your use of the website following any amendments will represent your agreement to be bound by these terms and conditions as amended. We therefore recommend that each time you access our website you read these terms and conditions.

Registered Users

1. **Registration.** In order to access the services provided on this website, you may be requested to become a registered user. If so, you must complete registration by providing certain information as set out on our membership/registration page. Please refer to our Privacy Policy for information relating to our collection, storage and use of the details you provide on registration.
2. **Update.** You agree to ensure that your registration details are true and accurate at all times and you undertake to update your registration details from time to time when they change.
3. **Password and payment, if required.** On registration, we provide you with a password. On registration you agree to pay for our services if required as set out on our website.
4. **Termination.** We reserve the right to terminate your registration at any time if you breach these terms and conditions.

Product Descriptions

5. **Description.** We strive to ensure that our products are described as accurately as possible on our website, however we do not warrant that the description is accurate. Where we become aware of any misdescription, we reserve the right to correct any error or omission.
6. **Images.** Images have been provided only for illustrative purposes and we do not guarantee

that any image will reproduce in true colour nor that any given image will reflect or portray the full design or options relating to that product.

Product Orders

7. Adults only. Our products are for sale to adults over the age of eighteen (18) years. By proceeding to purchase through our website, you acknowledge that you are over 18 years of age.
8. Availability. We endeavour to ensure that our product list is current however we give no undertaking as to the availability of any product advertised on our website.
9. Prices. All prices are in Australian Dollars (AUD) and are inclusive of GST. Our price list can be accessed from the relevant product page and we reserve the right to amend our prices at any time.
10. Information you provide. When you order from us, we require you to provide your name, address for delivery, your email address, telephone contact, payment information and other relevant details. We undertake to take due care with this information; however in providing us with such information you accept that we are not liable for its misuse due to error in transmission or virus or malware.
11. No cancellation. Once you have submitted an order, you may not cancel that order even if our confirmation or acceptance of your order is still pending.

Supply of Goods: special conditions

12. Acceptance. You may order goods in the manner set out on our website. We will contact you to confirm receipt and acceptance of your order. If you have not received confirmation of your order please contact us by email at books@athertonadvisory.com to confirm receipt and acceptance of your order.
13. Shipping. Packaging and postage is an additional charge, calculated at time of purchase. Calculations are based upon delivery within Australia. Delivery internationally is only by special arrangement and at additional charge.
14. Delivery. Delivery of your ordered goods will be as set out on our website. Title in the goods passes to you when we have received payment. Our terms of payment are set out on the order page.
15. Risk. All risk of loss or damage to the goods passes to you when we despatch the goods.
16. Product returns. If you wish to return a faulty or damaged product, you must notify us

through our designated “contact us” webpage and we will advise our requirements relating to return of such goods.

17. Reimbursement. If we are unable at the time of return to replace or exchange returned goods which are faulty or in a damaged condition, we undertake to reimburse you for the amount received for the purchase including packaging and postage charges.

Supply of Services: special conditions

18. Registration. You may register for an Event in the manner set out on our website. We will contact you to confirm your registration. If you have not received confirmation of your registration please contact us by email at compliance@athertonadvisory.com to ascertain whether a place has been reserved for you.
19. Payment. Payment must be received prior to confirmation and attendance at the event. Please include your payment information with the registration form.
20. Non-attendance. Should you be unable to attend the event, a substitute delegate is always welcome, subject to our approval of the nominated substitute. Alternatively, provided you notify us in writing 28 full days before the event, we will refund your registration fee, less a 20% service charge. Regrettably, no refunds will be made if less than 28 full days notice of cancellation is given.
21. Changes. We reserve the right to change the venue of the event to another venue within the same city upon 7 days notice to you. We reserve the right to substitute the presenter or change the content of the workshop at any time without notice. If we cancel an event for any reason, your remedy is limited to a refund of the registration fee.

Site Access

22. Licence. When you visit our website, we give you a limited licence to access and use our information for personal use.
23. Personal use. You are permitted to download a copy of the information on this website to your computer for your personal use only provided that you do not delete or change any copyright symbol, trade mark or other proprietary notice. Your use of our content in any other way infringes our intellectual property rights.
24. Copyright. Except as permitted under the *Copyright Act 1968 (Cth)*, you are not permitted to copy, reproduce, republish, distribute or display any of the information on this website without our prior written permission.

25. **Misuse.** The licence to access and use the information on our website does not include the right to use any data mining robots or other extraction tools. The licence also does not permit you to metatag or mirror our website without our prior written permission. We reserve the right to serve you with notice if we become aware of your metatag or mirroring of our website.

Hyperlinks

26. **Links from.** This website may from time to time contain hyperlinks to other websites. Such links are provided for convenience only and we take no responsibility for the content and maintenance of or privacy compliance by any linked website. Any hyperlink on our website to another website does not imply our endorsement, support, or sponsorship of the operator of that website nor of the information and/or products which they provide.
27. **Links to.** Linking our website is not permitted without prior express permission. We reserve the right to serve you with notice if we become aware of such linking.

Intellectual Property Rights

28. **Copyright.** The copyright to all content on this website including applets, graphics, images, layouts and text belongs to us or we have a licence to use those materials.
29. **Marks.** All trade marks, brands and logos generally identified either with the symbols TM or ® which are used on this website are either owned by us or we have a licence to use them. Your access to our website does not license you to use those marks in any commercial way without our prior written permission.
30. **Comments.** Any comment, feedback, idea or suggestion ("Comments") which you provide to us through this website becomes our property. If in future we use your Comments in promoting our website or in any other way, we will not be liable for any similarities which may appear from such use. Furthermore, you agree that we are entitled to use your Comments for any commercial or non-commercial purpose without compensation to you or to any other person who has transmitted your Comments.
31. **Responsibility.** If you provide us with Comments, you acknowledge that you are responsible for the content of such material including its legality, originality and copyright. IP in products. Atherton Advisory and/or its directors and associates are the sole owners of all copyright, trademarks and patents (together known as "Intellectual Property") used and developed by us and for the purposes of supplying our products. All Intellectual property

in our products remains the property of Atherton Advisory and/or its directors and associates even after we have delivered our products to you. Ownership in the Intellectual Property will not transfer to you or any third party simply because you purchase, receive or agree to use products from Atherton Advisory.

You may not:

- (a) alter any of our Intellectual Property;
- (b) reproduce any content or Intellectual Property of our products whatsoever; or
- (c) sell our Intellectual Property provided to you in the supply of our products, or otherwise supply our Intellectual Property to any third parties.

Disclaimers

- 32. We do not represent or warrant that this website will be error-free, free of viruses or other harmful components, or that defects will be corrected or that it will always be accessible. We do not warrant or represent that the information available on or through this website will be correct, accurate, timely, or otherwise reliable
- 33. Whilst we have taken all due care in providing the information on our website, we do not provide any warranty including without limitation warranties of title or implied warranties of merchantability or fitness for a particular purpose.
- 34. To the extent permitted by law, any guarantee, condition or warranty which would otherwise be implied into these terms and conditions is excluded.
- 35. We also take all due care in ensuring that our website is free of any virus, worm, trojan and/or malware, however we are not responsible for any damage to your computer system which arises in connection with your use of our website or any linked website.
- 36. From time to time we may host third party content on our website including information, advertisements, sponsorships and endorsements from other traders. Responsibility for the content of such material rests with the owners of that material and we are not responsible for any errors or omissions in such material.

Limitation of Liability

- 37. Limitation. To the full extent permitted by law, our liability for breach of any warranty, condition or guarantee is limited to the supply of the products again or payment of the costs of having those products supplied again.

38. Not Legal Advice. Information provided on this website, materials linked to this web site and in any products supplied (except for legal services provided Atherton Legal) is not intended to and does not constitute legal advice and no attorney-client relationship is formed, nor is anything submitted to this website treated as confidential.
39. No warranty or guarantee. The accuracy, completeness, adequacy or currency of the information is not warranted or guaranteed. Your use of this information is at your own risk.
40. No liability. We accept no liability for any loss whatsoever including consequential loss suffered by you arising from information, goods or services we have supplied.

Indemnity

41. Indemnity By accessing our website, you agree to indemnify and hold us harmless from all claims, actions, damages, costs and expenses including legal fees arising from or in connection with your use of our website and any goods or services we supply.

Third Parties

42. Third Party Rights. The provisions of clauses 32-41 are for the benefit of Atherton Advisory and its officers, directors, employees, agents, licensors, suppliers, and any third party information providers to the website. Each of these individuals or entities shall have the right to assert and enforce those provisions directly against you on its own behalf.

Force Majeure

43. Force majeure. If a Force Majeure event causing delay continues for more than 30 days, we may terminate this Agreement by giving at least 7 days Notice to you. "Force Majeure" means any act, circumstance or omission over which we could not reasonably have exercised control.

Jurisdiction

44. Jurisdiction. These terms and conditions are to be governed by and construed in accordance with the laws of New South Wales and any claim made by either party against the other which in any way arises out of these terms and conditions will be heard in New South Wales and you agree to submit to the jurisdiction of those tribunals and courts.
45. Partial invalidity. If any provision in these terms and conditions is invalid under any law the provision will be limited, narrowed, construed or altered as necessary to render it valid but only to the extent necessary to achieve such validity. If necessary the invalid provision

will be deleted from these terms and conditions and the remaining provisions will remain in full force and effect.

Privacy

46. Privacy. We undertake to take all due care with any information which you may provide to us when accessing our website. However we do not warrant and cannot ensure the security of any information which you may provide to us. Information you transmit to us is entirely at your own risk although we undertake to take reasonable steps to preserve such information in a secure manner.
47. Privacy Policy. Our compliance with privacy legislation is set out in our separate Privacy Policy which may be accessed from our home page.

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