

Exclusive Metal Roofing & Construction Pty Ltd: Membership T&C

Last updated: 26 September 2024

1. Introduction

- 1.1. By using this website (located at <https://www.exclusivemetalroofing.com.au>), any related websites or URLs (**Website**), social media platforms owned or operated by us (together the **Sites**), our services to you from time to time (the **Services**) or by purchasing a membership package (**Membership Package**) from us, you agree to be legally bound by these Terms and Conditions (**Terms**).
- 1.2. By agreeing to these Terms, you are entering into an agreement with Exclusive Metal Roofing & Construction Pty Ltd (ACN 640 057 030), including its successors, assignees and related bodies corporate (defined in the *Corporations Act 2001 (Cth)*) (**Exclusive Metal Roofing & Construction Pty Ltd** or **we** or **us**).
- 1.3. By accessing or using our Services, you warrant and represent to us that:
 - a) you have read, understand and agree to be bound by these Terms;
 - b) you are over the age of 18 years old; and
 - c) you have the right, authority and legal capacity to enter into a legally binding agreement and to abide by these Terms.
- 1.4. All of our terms and conditions and policies that are linked to or in the Sites, including our Privacy Policy, are incorporated into these Terms. You agree to comply with all such Terms when accessing or using our Services.

2. Membership Package

- 2.1. We offer a One-Off Membership Package (**One-Off Package**) on our Website for you to purchase. This One-Off Package is a one-off short-term membership package with Exclusive Metal Roofing & Construction Pty Ltd and includes a special discount on gutter cleaning services, available only within the specified time frame of the membership. For the avoidance of doubt, the One-Off Package is not ongoing and is solely a one-off purchase for access to special offers for the specific duration the One-Off Package is available for.
- 2.2. Please note that gutter cleaning may be outsourced by Exclusive Metal Roofing & Construction Pty Ltd to a trusted third-party roofing contractor and/or third-party service providers (**Service Provider(s)**) to ensure quality service.
- 2.3. The Membership Package detailed above, will be available to you for a specific period of time as detailed on the **Membership Page (Membership Duration)**.
- 2.4. The Membership Package provides you with access to specific benefits and inclusions for the Membership Duration as set out on the **Membership Page**. Before purchasing the Membership Package, it is important for you to carefully read and understand the benefits of the Membership Package or please contact us if you need any assistance. It is your responsibility to ensure that the Membership Package you purchase meets your requirements.
- 2.5. Subject to clause 2.5, purchase of a Membership Package gives you the following non-exhaustive list of benefits, depending on the Membership Package purchased by you:

- a) Access to Exclusive Metal Roofing & Construction Pty Ltd Partner discount program with various Service Providers;
 - b) Access to member-exclusive giveaways.
- 2.6. We have outlined the benefits which you may have access to in clause 2.4 above depending on the Membership Package you hold, however, please note that your access to these benefits is based on your compliance with these Terms and may be subject to change at our sole discretion in accordance with clause 2.8.
- 2.7. By purchasing the Membership Package, you will automatically receive entries into the competition(s) run by Exclusive Metal Roofing & Construction Pty Ltd. The number of entries received is specified in the details of the Membership Package found on the Website.
- 2.8. The Membership Package fees may be amended from time to time on our **Membership Page** and any changes will take place during the next billing cycle. You agree that we may update our Membership Packages at any time by updating the **Membership Page** and that any changes will apply to all Membership Packages purchased, renewed or extended after the date of the publication of the new Membership Package details. If you do not agree to the updated terms, you must notify us before the end of your current billing cycle and your Membership Package will be terminated. It is your responsibility to check the **Membership Page** before the end of your Membership Duration.
- 2.9. By selecting a Membership Package and paying the purchase price at checkout you will have access to all the benefits of your chosen Membership Package for the relevant Membership Duration which will be applicable to you.
- 2.10. To use the benefits under your Membership Package (i.e. discount, etc.), you must first contact Exclusive Metal Roofing & Construction Pty Ltd via phone or email for us to verify the ownership of your Membership Package. You must provide your name, contact details and any other information we may request, for us to verify your ownership of the Membership Package.
- 2.11. The fees for your Membership Package will be dependent on the Membership Package you choose at checkout, and once purchased the fees will be as specified on the checkout page, plus any applicable taxes or duties (**Fees**).
- 2.12. Subject to you paying the Fees, your Membership Package will commence once you have paid the Fees and will continue for the Membership Duration.

3. Payment

- 3.1. Upon purchase of any Membership Package, you authorise Exclusive Metal Roofing & Construction Pty Ltd and our relevant payment processors (such as Stripe) to obtain payment from you for the Membership Package (including, without limitation, relevant taxes and duties) on the date that you purchase your Membership Package (or any other fixed day as amended by Exclusive Metal Roofing & Construction Pty Ltd from time to time) and to store your payment information and any other information related to your payment or provision of the Services as outlined in our **Privacy Policy**.
- 3.2. From time to time, Exclusive Metal Roofing & Construction Pty Ltd may offer various payment methods, including without limitation, payment by credit card, by debit card, by mobile payment providers or by payment gateway websites. When you select to pay Exclusive Metal Roofing & Construction Pty Ltd for a Membership Package, you authorise Exclusive Metal Roofing & Construction Pty Ltd to charge you through any payment method(s) you select when making your initial purchase and you agree to continue to make payments using that payment method for the duration of your Membership Package.

- 3.3. You warrant and represent to us that at all times during the term of your Membership Duration you will ensure that we have valid and up to date payment details, including credit card details and you grant us the authority to automatically debit the Fees due to us from the payment methods you have provided to us, including credit card. The parties agree that this authority will remain in force until either party validly terminates these Terms. It is your responsibility to ensure that all charges processed are accurate. You agree that you will notify us within 30 days from a billing date if any charge is not accurate after which date you will be deemed to have accepted all charges and to have waived any claim regarding a disputed charge.
- 3.4. You understand that from time to time, we may receive and use updated payment method information provided by you or related financial institutions or payment processors, such as updated expiration dates or account numbers.
- 3.5. Please note that certain payment methods may involve agreements between you and the financial institution, credit card issuer or other provider of your chosen payment method. If we do not receive payment from you or your payment provider, you agree to directly pay to us all amounts due upon demand from us
- 3.6. If any payment due to us is not paid by the due date, we reserve the right to suspend or cancel your use of the Service without notice, including the right to delete your data and any content affiliated with the Service and you must pay us for any costs or expenses we incur due to or in connection with your non-payment or breach of these Terms, including but not limited to any legal, enforcement or collection costs and we may charge interest of 10% p.a. on any unpaid overdue amounts.

4. Pricing

- 4.1. Exclusive Metal Roofing & Construction Pty Ltd reserves the right, in its sole discretion, to offer free trials and other promotions of its Services. You agree that all Fees for a Membership Package is subject to change in our sole discretion provided that if you have signed up to a Membership Package, we will notify you of any increase to the subsequent term no later than 10 days before the end of the then current term.
- 4.2. If we do not notify you 10 days before the end of your then current term of any price increase, to the maximum extent permitted by law, your sole remedy will be to continue your current Membership Package at the price prior to the price increase for a period of 10 days following which you may terminate the Membership Package with immediate effect (provide notice is received within the 10 days' notice of the price increase) or continue the Membership Package at the increased price.
- 4.3. Unless specified otherwise, prices displayed in our Services are shown in Australian dollars (AUD) and are inclusive of GST. Displayed pricing may not include shipping or delivery charges, which are calculated at check-out.
- 4.4. You are responsible for any taxes, duties or other liabilities imposed by any government agency, including, without limitation, any goods and services taxes or any value added tax imposed on any goods or services acquired or ordered by you in the Services. Where applicable, you must pay any such taxes, duties or other liabilities, without deduction or set off of any other amounts, at the same time and on the same basis as you pay the purchase price.

5. Cancellation

- 5.1. You may cancel your Membership Package at any time, at least 2 business days prior to your current Membership's Expiration Date, by contacting Exclusive Metal Roofing & Construction Pty Ltd via phone or email,
- 5.2. If you cancel your Membership Package, your Membership Package benefits will continue until the end of your then-current Membership Duration, but your Membership Package will not be renewed after that term expires. Except in accordance with Schedule 2 to the *Competition and*

Consumer Act 2010 (Cth) (Australian Consumer Law) or if we cancel your Membership Package without cause, you will not be entitled to a prorated refund of any portion of the Membership Package Fees paid for the then-current Membership Duration.

- 5.3. Exclusive Metal Roofing & Construction Pty Ltd provides remedies (such as cancellation of your Membership Package, a renewal of your Membership Package or where necessary, a refund of amounts paid) if the Membership Package is not provided in accordance with the Australian Consumer Law.

6. Discounts and events

- 6.1. By purchasing a Membership Package, you may receive access to discounts, promotions and offers (**Offers**) from us or Service Providers. For the avoidance of doubt, we are merely a platform to provide you with access to the Offers and do not manage or run the Offers themselves, unless specified in writing.
- 6.2. You acknowledge and agree that the Offers are subject to their own terms and conditions as set out with the Offer or Event or by the Service Provider.
- 6.3. You agree that, to the maximum extent permitted by law:
- a) we are not liable for any information published or provided by any Service Providers;
 - b) we do not endorse any of the Service Providers or their goods/services;
 - c) the Service Provider is solely liable and responsible for the Offers, the redemption of Offers, the operation and running of any Events and the provision of its goods/services;
 - d) you will direct any issues relating to the Offers to the Service Provider directly;
 - e) we are not liable for any act, omission or negligence by any party in connection with the security and privacy of any information provided by you to a third party, including Service Providers;
 - f) we are not in any way liable for any punitive, special, indirect or consequential loss, damage or injury, loss of claim, costs incurred or paid by you, pursuant to or arising out of or in connection to any act, omission or negligence of any Service Provider including as a result of obtaining their goods/services, redeeming an Offer; and
 - g) we are not an agent for any Service Provider and have no responsibility or liability for the communications or conduct of such Service Provider, including but not limited to any fulfilment of an Offer, or quality of the goods or services provided by a Service Provider.
- 6.4. We reserve the right to deactivate, cancel or remove any Offer at any time and for any reason with written notice to you.
- 6.5. You agree that the Service Provider may, in its sole discretion, reject the redemption of an Offer if your redemption of such Offer breaches the Offer's terms and conditions or other policies set by the Service Provider.
- 6.6. Offers cannot be transferred or redeemed for cash and are not legal tender.

7. Trade Promotions

- 7.1. If you make a purchase with us, including a purchase of a Membership Package, you may receive entries into a trade promotion conducted by us as specified at checkout. You acknowledge and agree that the relevant trade promotion is subject to its own terms and conditions as provided on the relevant giveaway page including eligibility requirements and agree to comply with such terms and conditions.

- 7.2. Upon cancellation of your Membership Package, your agreement to the trade promotion terms and conditions, and entries into the next trade promotion with a promotional period which commenced prior to your cancellation date, will still be valid until no longer applicable.
- 7.3. We reserve the right to modify, suspend or terminate any trade promotions in our sole discretion.
- 7.4. You acknowledge and agree:
- a) that any and all disputes, claims and causes of action arising out of or in connection with your Membership Package, any competition, contest, giveaway or trade promotion managed or operated by us (**Competition**) and any prizes, must be resolved individually without any form of class action;
 - b) that in addition to the limitation of liability in clause 15, any claims, judgments and awards will be limited to actual out-of-pocket costs incurred in entering into any Competitions, and under no circumstances will Exclusive Metal Roofing & Construction Pty Ltd be liable for any legal fees;
 - c) to waive all potential rights to punitive, incidental or consequential damage and any rights to have damages multiplied or otherwise increased and any other damages, other than damages for actual out of pocket expenses incurred in entering into or participating in any Competitions; and
 - d) in the event any Competitions are compromised by non-authorized human intervention, tampering or other causes beyond the reasonable control of Exclusive Metal Roofing & Construction Pty Ltd, that corrupt or impair the administration, security, fairness or proper operation of any contests or competitions associated with the Membership Package, Exclusive Metal Roofing & Construction Pty Ltd reserves the right to suspend, modify or terminate your Membership Package and/or your entry into such Competition.
- 7.5. If you choose to participate in any Competitions and are selected as a winner, you agree that Exclusive Metal Roofing & Construction Pty Ltd may use your name (either in full or part), likeness, voice and image (including any photograph) in any marketing and you will not be entitled to any fee for such use. You acknowledge and agree to this as a condition of entry to any Competitions.
- 7.6. This clause survives termination of these Terms.

8. Your information, errors and access

Current Information Required

- 8.1. You agree to ensure that any billing information provided to us is current, complete and accurate and that you will keep all such information updated (including any changes in billing address, credit card number or credit card expiration date).
- 8.2. Where your Payment Method is cancelled (for example, due to loss or theft) or if you are aware of a potential breach of security related to your Payment Method, you agree to notify Exclusive Metal Roofing & Construction Pty Ltd as soon as you become aware of the issue. Failure to provide such information to Exclusive Metal Roofing & Construction Pty Ltd may result in charges to your current Payment Method for the Membership Package, and you acknowledge that you remain responsible for these charges.

Errors and Incorrect Payments

- 8.3. Exclusive Metal Roofing & Construction Pty Ltd reserves the right to correct any errors or mistakes that may result in incorrect payment for any Services, including your Membership Package and may, in its absolute discretion, return or refund all or some of the amount of the

payment even after a request or receipt of payment is made or may require additional payment in the event that an underpayment has been made.

Termination or suspension of your access or use of the Services

- 8.4. You agree that Exclusive Metal Roofing & Construction Pty Ltd may, in its sole discretion, immediately and without notice to you, terminate, limit your access to, or suspend your access or use of, the Services, including but not limited to by blocking your IP address or email and blocking, deleting your data, or terminating your licence to use Exclusive Metal Roofing & Construction Pty Ltd intellectual property if you breach or become in breach of any of these Terms and Exclusive Metal Roofing & Construction Pty Ltd shall be released from its obligations to you under these Terms and shall not be liable to refund to you any pre-paid Fees or for any loss caused to you by such action. If your Services have been terminated due to your breach, you agree that you will not purchase another membership on our Website without the prior written consent of Exclusive Metal Roofing & Construction Pty Ltd.
- 8.5. You agree that Exclusive Metal Roofing & Construction Pty Ltd may, in its sole discretion, immediately and with 5 days' notice to you, terminate, limit your access to or suspend your access or use of the Services for any reason. Exclusive Metal Roofing & Construction Pty Ltd may, at its election:
- a) continue to provide your Membership Package benefits until the end of your then-current Package Term, cease providing the Membership Package after that term expires; or
 - b) immediately cease providing the Services or Package benefits and provide a prorated refund of any portion of the Fees paid for the then-current Package Term.

9. Orders and cancellations

- 9.1. You agree that any purchase made through our Services (**Goods**) is subject to these Terms. For the avoidance of doubt, your purchase of a Membership Package constitutes a purchase of Goods.

Orders

- 9.2. An order is accepted upon the latter of the following to occur:
- a) you have submitted your order;
 - b) you have paid the purchase price in full, including any taxes, duties and shipping costs; and
 - c) we have issued an order confirmation.
- 9.3. By placing an order, you are making an offer to purchase those Goods for the price (including the delivery and other charges and taxes) specified at the time that you place your order.
- 9.4. Exclusive Metal Roofing & Construction Pty Ltd reserves the right to:
- a) accept or reject your order or a part of your order for any reason, including, without limitation, the unavailability of any goods, limitations on quantities available for purchase, inaccuracies or errors in goods or pricing information, where fraud is suspected, or where there is an error in your order;
 - b) request identification from you, including photo ID or any other such documentation for verification purposes before we process your order;
 - c) cancel an order at any time, for any reason; or
 - d) restrict the quantity or total value of goods available for purchase to each person or address.

- 9.5. Where we exercise the rights above, we will notify you by email and suggest an alternative goods, remove an item from an order or provide a refund of the purchase price where applicable and Exclusive Metal Roofing & Construction Pty Ltd shall not be liable for any loss or damage whatsoever arising from such acts.

Cancellations

- 9.6. Please note that you cannot cancel or amend an order once it has been placed (except as required by Australian Consumer Law).
- 9.7. In the event that you are entitled to cancel an order, to the maximum extent permitted by law, you agree that you will be liable for any and all loss incurred (whether direct or indirect) by Exclusive Metal Roofing & Construction Pty Ltd as a direct result of the cancellation (including, but not limited to, any loss of profits).

10. Termination

- 10.1. You may terminate your Membership Package by contacting Exclusive Metal Roofing & Construction Pty Ltd via phone or email, and your Membership Package will terminate at the end of your Membership Duration.
- 10.2. Without prejudice to any other remedies, Exclusive Metal Roofing & Construction Pty Ltd may immediately suspend or terminate the Services, or these Terms, or cease offering the Services, in its absolute discretion, at any time and without notice to you if:
- a) you are in breach of any obligation (including those relating to payment) under these Terms which has not been remedied after seven (7) days written notice;
 - b) you have breached these Terms and that breach is not capable of remedy;
 - c) any money payable to Exclusive Metal Roofing & Construction Pty Ltd becomes overdue, or in Exclusive Metal Roofing & Construction Pty Ltd's opinion, if you will be unable to make a payment when it falls due;
 - d) you become or are suspected to be, insolvent, convene a meeting with your creditors or propose or enter into an arrangement with creditors, or make an assignment for the benefit of your creditors; or
 - e) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of you or any of your assets, and

any amounts owing to Exclusive Metal Roofing & Construction Pty Ltd at the time of the suspension or termination shall become immediately due and payable.

- 10.3. Exclusive Metal Roofing & Construction Pty Ltd may terminate these Terms at any time and for any reason on 30 days' notice without the requirement to provide you with reasons. If Exclusive Metal Roofing & Construction Pty Ltd terminates these Terms under this clause 10 then any pre-paid and unused portion of your Fees will be refunded, except as required by law, in no other instances will any Fees be refundable. Exclusive Metal Roofing & Construction Pty Ltd will not be liable to you for any further loss or damage arising out of or in connection with Exclusive Metal Roofing & Construction Pty Ltd exercising its rights under this clause.
- 10.4. Exclusive Metal Roofing & Construction Pty Ltd may suspend the Services and suspend your access to the Services or any part of the Services until any relevant Fees have been paid in full or until any breach of these Terms is remedied.
- 10.5. Upon termination of these Terms, Exclusive Metal Roofing & Construction Pty Ltd may immediately remove any access to the Services, disable the Services and/or delete your data.

11. Intellectual Property

- 11.1. All text, graphics, user interfaces, photographs, trademarks, logos, and artwork including but not limited to the design, structure, selection, coordination, expression, “look and feel” and arrangement of such content, contained on or in our Services are owned by, or licensed to Exclusive Metal Roofing & Construction Pty Ltd, and are protected by copyright, patent and trademark laws, and various other intellectual property rights.
- 11.2. You may access and use the information provided in our Services, on a limited, revocable, non-sublicensable licence, for your personal, non-commercial informational purposes. No content may be downloaded, copied, reproduced, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted or distributed in any way to any other computer, server, website or other medium for publication or distribution or for any commercial enterprise, without the prior written consent of Exclusive Metal Roofing & Construction Pty Ltd.
- 11.3. Unless explicitly stated herein, nothing in these Terms may be construed as conferring any licence to, or assignment of, any of Exclusive Metal Roofing & Construction Pty Ltd’s intellectual property rights, whether by estoppel, implication or otherwise. Exclusive Metal Roofing & Construction Pty Ltd reserves all rights not expressly granted in the Services.

12. Privacy

- 12.1. You agree to allow Exclusive Metal Roofing & Construction Pty Ltd to send you emails regarding the Services, including any information regarding or relating to our goods and services, in accordance with our Privacy Policy. Please see our Privacy Policy for information about our privacy practices.

13. Unauthorised access and malicious materials

- 13.1. You must not attempt to, or actually gain, unauthorised access to our Services, the server on which our Services is stored or any server, computer or database connected to our Services. You agree that you will not cause harm to our Services by hacking, phishing, introducing viruses, trojans or other programs, scripts or material that may be malicious or technologically harmful to us, our Services or other users of our Services.
- 13.2. To the maximum extent permitted by law, we will not be liable for any losses or damage whatsoever (including indirect or consequential loss, loss of profit or goodwill), whether in contract, tort or otherwise caused by any malicious or harmful programs, scripts or technologies that may affect our Services as aforementioned, system failures or any other harmful material that may infect your computer, device, programs, data or other proprietary material and you release us from any such liability.

14. Third Parties

- 14.1. Our Services may, from time to time, contain links to and from websites which are owned or operated by other parties. Links in the Services to third parties do not constitute sponsorship, approval or endorsement of the content, policies, practices or services offered by those parties unless expressly stated by us in writing. Third party websites are governed by their own terms and conditions and privacy policies and we recommend that you make your own enquiries as to their terms. We do not accept any liability for any information on, or the privacy practices of, any third party websites.
- 14.2. Exclusive Metal Roofing & Construction Pty Ltd make no representations or warranties regarding any third party goods or, services and discounts and takes no responsibility and assumes no liability for any third-party goods, services or discounts. Third-part goods, services and discounts are subject to the applicable terms and policies of the third parties that offer them.

15. Limitation of Liability

- 15.1. To the maximum extent permitted by law, neither Exclusive Metal Roofing & Construction Pty Ltd, nor any of its employees or agents, will be liable for any loss, damage or injury whatsoever (including for negligence, death, injury or illness and special, indirect or consequential loss or damage such as loss of profits, loss of revenue, loss of goodwill, loss of opportunity, unavailability of systems or loss of data), whether in contract, tort or otherwise, arising from or in connection with:
- a) any act, omission or negligence or the use of, or reliance on, information, comments or opinions contained obtained through or in our Services;
 - b) any, use of the information on or access to Services including if for any reason the Services are unavailable at any time or for any period;
 - c) any errors in, or omissions from, the information contained in the Services;
 - d) any goods or services supplied by Exclusive Metal Roofing & Construction Pty Ltd; or
 - e) these Terms or any breach of these Terms.
- 15.2. You understand and agree that you are responsible for your own acts, omissions and negligence and if there are any consequences to your acts, omissions or negligence or through your use of the Services, that you will be responsible for those consequences.
- 15.3. To the maximum extent permitted by law, Exclusive Metal Roofing & Construction Pty Ltd's liability under these Terms shall be limited to any one or more of the following:
- a) the replacement of the Goods or re-supply of equivalent goods or services;
 - b) the repair of such Goods or services;
 - c) the payment of the cost of replacing the Goods or services or of acquiring equivalent goods or services or a refund of the purchase price; or
 - d) the payment of the cost of having the Goods repaired.
- 15.4. To the extent permitted by law, Exclusive Metal Roofing & Construction Pty Ltd expressly disclaims all warranties of any kind unless expressly stated in the Services or if required under Australian Consumer Law. Nothing in these Terms purports to exclude any rights or remedies in respect of goods or services under the Australian Consumer Law which cannot be excluded, restricted or modified.
- 15.5. This clause survives termination of these Terms.

16. Disclaimer of Warranty

- 16.1. Exclusive Metal Roofing & Construction Pty Ltd provides the Sites and their contents on an "as is" basis and use of this information is at your own risk. While we aim to update the Sites regularly, neither Exclusive Metal Roofing & Construction Pty Ltd, nor any of its employees or agents, makes any representation or warranty as to the accuracy, completeness, currency or reliability of the information contained on the Sites.
- 16.2. We reserve the right to restrict access to the Services or any part of the Services, change or withdraw any goods, information or content featured in the Services or provided through our Services, without notice. You acknowledge and agree that we retain complete editorial control over the Services and may alter, amend or cease the operation of the Services or any part of the Services, at any time, in our sole discretion.

17. Release and Indemnity

- 17.1. You agree to release and indemnify and hold Exclusive Metal Roofing & Construction Pty Ltd and (as applicable) its affiliates, agents, and employees, harmless from and against any claims, demands, proceedings, losses and damages (actual, special and consequential) of every kind and nature, known and unknown, including legal fees on a full indemnity basis, arising from or in relation to your purchase or use of goods or services purchased from the Exclusive Metal Roofing & Construction Pty Ltd, your use or access of the Services, or any access to the Services by a third party arising out of your breach of these Terms, or your violation of any law or the rights of a third party.
- 17.2. This clause survives termination of these Terms.

18. Amendments and correction of errors

- 18.1. Exclusive Metal Roofing & Construction Pty Ltd reserves the right to amend these Terms from time to time as it sees fit. Any amendments or changes to these Terms are effective from the date on which the amended terms are published except in relation to orders placed prior to the publication of any varied terms.
- 18.2. Whilst we endeavour to notify you as soon as reasonably possible of any changes to our Terms by email or by a notice on or in the Services, it is your responsibility to keep up to date with any changes or amendments to these Terms by checking this page, which contains our most accurate and up to date version of our Terms.
- 18.3. Exclusive Metal Roofing & Construction Pty Ltd reserves the right to amend any errors in the Services, including any pricing errors, and amend any prices and goods, at any time without notice to you.

19. General

- 19.1. **Waiver:** Any failure or delay by Exclusive Metal Roofing & Construction Pty Ltd in exercising a power or right (either wholly or partially) in relation to these Terms does not operate as a waiver or prevent Exclusive Metal Roofing & Construction Pty Ltd from exercising that power or right or any other power or right. We are not liable to any other party for any loss, cost or expense that may have been caused or contributed to by the failure, delay, waiver or exercise of a power or right. This clause survives termination of these Terms.
- 19.2. **Force majeure:** If we are unable to perform in whole or in part, any obligation under these Terms as a result of any fact, circumstance or matter beyond our control, we are relieved of that obligation to the extent and for the period that it we are unable to perform the obligation. You agree that Exclusive Metal Roofing & Construction Pty Ltd will not be held liable for any delay or failure in performance of any part of the Services or delivery of Goods.
- 19.3. **Severability:** If any part of these Terms is determined to be by a court of competent jurisdiction to be invalid or unenforceable, that part shall be severed from the Terms. Such invalidity does not affect the validity of the remaining provisions of these Terms. This clause survives termination of these Terms.
- 19.4. **Relationship:** These terms do not confer an agency, partnership, joint venture, employee-employer or franchisor-franchisee relationship between Exclusive Metal Roofing & Construction Pty Ltd and you or any other party unless expressly stated otherwise.
- 19.5. **Entire agreement:** These Terms (and all other terms and conditions and policies that are incorporated by these Terms) and any additional policies or terms you have agreed to through use or access of our Services make up the entire agreement, and supersede all prior written and oral agreements, representations, undertakings and understandings. Where there is an inconsistency between these Terms and any additional Terms, the additional Terms will prevail. This clause survives termination of these Terms.

- 19.6. **Jurisdiction:** These Terms are governed by the laws of New South Wales, Australia. You irrevocably and unconditionally submit to the exclusive jurisdiction of the courts operating in New South Wales and its appellate courts. Although the Services may be accessed throughout Australia and overseas, we make no representations or warranties that its content, or the Services, comply with the laws (including intellectual property laws) of any country outside Australia. If you access the Services from outside Australia, you do so at your own risk and are responsible for ensuring compliance with all laws in the place where you are located. This clause survives termination of these Terms.