



Website Terms and Conditions

Important: Terms and Conditions of Use of this Website

By using this website you agree to be bound by these conditions. If you do not agree with them, you are not authorised to use the website.

1. This website and its contents are subject to copyright which is owned by CCI Group Purchasing or a third party. CCI Group Purchasing does not grant you any intellectual property rights in this website, its applications, interface or contents. You must not use any trademark displayed on this website.
2. We do not guarantee that this Website will be accessible by You at all times as We rely on communications links and networks over which We have no control. However, We will use Our best endeavours to have the Website network running continuously.
3. We do not warrant that Your access will be uninterrupted, timely, secure or error free.
4. Access to the Website may be suspended either with or without notice should We need to maintain or repair the website or there is a system failure.
5. We have the right to change or discontinue the Website, the documents and any price, service or feature found on it at any time.
6. As a User You warrant that any information You put onto the Website is:-
 - i. Complete and accurate
 - ii. Up to date
 - iii. not misleading
 - iv. that You are authorised to put the information on the Website
 - v. not defamatory
7. As a User, You must chose a secure password and not disclose it to anybody. You will indemnify Us for any claim, expense, loss or damage that We suffer as a result of unauthorised access to the Website using Your login details.
8. The Website is for Your Private Use only. You can use it for the purposes of your construction business. You must not use it for any commercial purpose such as on selling, licensing or otherwise dealing with the Website, your login details or the Documents.
9. You must not use the Website:-
 - a. For any unlawful purpose
 - b. To undertake any activity that would breach the Privacy Act 1988 (Cth) even if that Act does not apply to You
 - c. To undertake any activity that would breach the Spam Act 2003 (Cth)
 - d. To impersonate any person or entity
 - e. To solicit any money, personal information, passwords,
 - f. To cause offence or harm any person or to harass or bully any person,
 - g. To defame a person,

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- h. To conduct surveys, contests, pyramid schemes or chain letters on the Site,
 - i. To introduce any form of malicious software into the Site or Services, or
 - j. To collect information about others on the Site without their consent.
10. You must not allow other people to use the Website through Your login.
11. You consent to Us contacting You through the Website.
12. To the extent permitted by law, We exclude all express or implied representations, conditions, warranties and terms on or relating to the Website except to the extent set out in these Conditions.
13. We will not be liable to You or anyone else for any claim, expense, loss or damage You may suffer or incur at all as a consequence of using the Website or any third-party website including for any that claim, expense, loss or damage is direct, indirect, consequential or incidental.
14. To the extent We are not able to exclude Our liability, Our total liability to You for any loss or damage You may suffer or incur will be limited to the re-supply of the services to You or at Our option to Us refunding the amount You have paid Us for membership fees in the previous 12 month period.
15. You release CCI Group Purchasing, its servants and agents to the fullest extent permitted by law from any and all claims arising out of or related to the use of material or information made available through this website.
16. Prices listed on this website and terms and conditions of any kind relating to products or services displayed on this site may not be current or complete and therefore under no circumstances constitute an offer or undertaking by CCI Group Purchasing. We make no representation that the products or services listed in this site are currently available at any or all of our locations. For full details, contact us at 57/55 Melbourne Street, North Adelaide 1300 559 318 or via ccigrouppurchasing.org.au.
17. This website may contain links to external Internet websites. CCI Group Purchasing does not guarantee or approve of any material or representations in those websites. Nor do we warrant that material on linked sites is free of any computer virus, defects or infringements.
18. Links to this site are permitted, provided the full html page is loaded. Links to individual graphics or to areas that are considered "security areas" that bypass any security protection or password protect that CCI Group Purchasing establishes are expressly prohibited. If you wish to use a graphic to link to this site, please contact us.
19. You must only use this website, and you must only display, copy, distribute download and print portions of this website for your own personal use. You must not attempt to change, reproduce, add to, remove, hack or interfere with this website or its material.
20. We cannot guarantee any file, data or program available for download from this website (or any linked website) is free of viruses and you assume the risk of any damage to your computer as a result of using this website. This website may be inaccessible from time to time due to events outside CCI Group Purchasing control or maintenance requirements.

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21. Copyright in the Website and any documents on it belongs to Us.
22. We may have used some open source software on the Website. To the extent that the terms of the open source software license expressly overrides these terms, those terms will apply.
23. If we collect your personal information, we do so subject to the terms of our Privacy Policy, details of which are at: ccigrouppurchasing.org.au/legal.
24. You consent to us providing information, including personal information and Confidential Information, to our preferred suppliers to provide information, products and services to you, and to third parties, including the agents, contractors and sub-contractors, who assist us in providing information, products and services to you.
25. We and you, including employees and contractors, agree not to disclose Confidential Information to additional third parties; to use all reasonable endeavours to protect Confidential Information from any unauthorised disclosure; and only to use your Confidential Information for the purpose for which it was disclosed by you and not for any other purpose.
26. These obligations do not apply to Confidential Information that:-
 - a. Is authorised to be disclosed;
 - b. is in the public domain and/or is no longer confidential, except as a result of breach of these Terms and Conditions;
 - c. is received from a third party, except where there has been a breach of confidence; or
 - d. must be disclosed by law or by a regulatory authority including under subpoena.
27. The obligations of confidentiality survive termination of these Terms and Conditions.
28. We may use cookies to gather data in relation to this website and you consent to us doing so (although you may be able to disable cookies on your web browser).
29. You indemnify Us against any claim, expense, loss or damage whatever incurred by Us directly or indirectly, as a result of a breach by You, or other person or corporation using or relying on the Website and Documents if Your login has been used.
30. You cannot assign Your rights and obligations under these Conditions.
31. Any provision of these Conditions which is unlawful and unenforceable will be severed and the remainder of the provisions will remain in force.
32. These conditions are governed by laws of the States and Territories of Australian Capital Territory, New South Wales, Victoria, South Australia, Western Australia, Northern Territory, Queensland and Tasmania.
33. In the interpretation of these Conditions:

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- a. References to legislation or provisions of legislation include changes or re-enactments of the legislation and statutory instruments and regulations issued under the legislation;
- b. Words denoting the singular include the plural and vice versa, words denoting individuals or persons include bodies corporate and vice versa, references to documents or agreements also mean those documents or agreements as changed, novated or replaced, and words denoting one gender include all genders;
- c. Grammatical forms of defined words or phrases have corresponding meanings;
- d. Parties must perform their obligations on the dates and times fixed by reference to South Australia;
- e. Reference to an amount of money is a reference to the amount in the lawful currency of the Commonwealth of Australia;
- f. References to a party are intended to bind their executors, administrators and permitted transferees;
- g. Obligations under these Conditions affecting more than one party bind them jointly and each of them severally.
- h. "Us", "We", "Our" means Combined Charities Incorporated of 57/55 Melbourne Street, North Adelaide SA 5006 p: 1300 559 318 e: admin@ccigrouppurchasing.org.au and our officers, employees, contractors and agents.
- i. "You" means any person or entity accessing the website.

Inquiries or Concerns?

If you have any questions about this Terms and Conditions or questions about how we manage our website, please contact the office via admin@ccigrouppurchasing.org.au

Related Policies, Procedures, Guidelines

Privacy Policy located at ccigrouppurchasing.org.au/legal

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