

## **Terms & Conditions**

The following Terms & Conditions apply to the sales of our Building Management Code of Australia Manual, and sales of various BMCA Guidebooks as well as the accreditation services provided by Australian Building management Accreditation Pty Ltd (ABMA).

### **ACCEPTANCE**

Your use of the Website is conditional upon your acceptance and compliance with the terms, conditions, notices and disclaimers set in our "Terms and Conditions". Your use of the Website constitutes your agreement to the Terms and Conditions

### **ACCESS**

You understand that we may for security and technical reasons at any time in our sole discretion and without prior notice to you, prohibit or restrict your access to our Website. We will notify you as soon as possible of any restriction to your access rights

### **USERNAME AND PASSWORD**

Access to some services or content may require registration. This will result in you being allocated a username and password that must be used whenever requested. That username and password is personal to you and you agree at all times to maintain the confidentiality of your username and password and not to disclose them to any third party. You agree that you are solely responsible for any use of our Website by any person using your username and password. You agree to indemnify the ABMA (We or Us) against any and all claims arising out of your failure to maintain the confidentiality of your username or password.

### **PAYMENT TERMS AND DELIVERY**

1. All prices quoted are in Australian dollars and are GST inclusive unless otherwise stated.
2. Fees posted on this Website are accurate only as of the date posted, and are subject to change without notice.
3. For on-line orders we are only able to accept payment by MasterCard and Visa, and direct deposits.
2. Please ensure the delivery address and receiver's name for your order is accurate and complete (including any business name if shipping to a work address) as we are unable to change any details once the order has been placed. ABMA will not take responsibility for any orders that go missing due to incorrect delivery information provided by you.
3. You must notify us within 2 weeks of dispatch date as recorded in your account if you have not received an item. After this time no refund will be issued for any missing orders.
5. ABMA deliveries within Australia will be delivered within 2-7 business days from receipt of order
6. Orders and deliveries are processed Monday to Friday excluding public holidays. Deliveries are made between 8:00am - 5pm Monday to Friday. We currently do not have a weekend delivery service

### **RETURN POLICY**

Our returns policy is in addition to your rights under the Australian Consumer Law because we want you to be happy with your purchase. Please read the following carefully to ensure you are fully aware of your rights under this policy and our obligations to you. ABMA will refund or exchange items purchased via the online store. Please retain your **ABMA** Online proof of purchase and follow the instructions below

#### **1. Change of mind returns**

Returns for refund for change of mind can be requested via our '**Contact Us**' page. We are not obliged to provide a refund or replacement for a 'change of mind' request.

If you we do agree to refund the item because you have changed your mind about your purchase, ABMA will offer you a refund provided that:

- You return the item within 10 days of purchase;
- You produce your original ABMA register receipt at the time you return the item
- The item is in resalable condition including that:
  - It is in its original packaging, including instruction manuals and all accessories;
  - It is unworn, unopened, unused and in its original condition; and

If these requirements are not satisfied ABMA reserves the right not to offer a refund for change of mind returns.

Shipping and delivery costs will not be refunded for 'change of mind' requests.

## 2. Damage items

We guarantee that the items you receive from us will be of acceptable quality. Where an item has arrived damaged or miss-bound, or does not meet the consumer guarantees under the Australian Consumer Law, please let ABMA know by visiting our '**Contact Us**' page.

Where goods do not meet the consumer guarantees and there is a major failure in relation to the goods, you are entitled to the following remedies.

- a refund in relation to the item/s purchased
- Replacement item/s, we may request to see your proof of purchase. If there is a minor failure in relation to the items, we may elect to: provide a refund including shipping costs, replace the goods or repair the goods. We will make every effort to process remedy claims within 7 business days of receipt at our online office. Where we provide you with a refund please note any credit to your card account may not appear on your credit card statement until a future billing cycle, depending upon your card issuer's procedures.

## INDUSTRY ACCREDITATIONS

1. Accreditation by the ABMA is conditional upon the accredited person (Applicant) first agreeing to be bound by these terms and conditions and by making the necessary declarations, completing the necessary Application forms and signing our ABMA standing agreement which includes ABMA code of conduct.
2. Fees for the ABMA assessments are payable in advance.
3. Industry practitioner accreditation is only valid for a 12 month period from date of assessment.
4. An annual fee as well of evidence of "upskill training "must be provided in order for the applicant to renew and maintain his/her Industry practioner accreditation.
5. ABMA will not be obligated to any make any refunds on assessments where minimum experience and/ or qualifications per our ABMA standards, are not met.
6. Completion of the application process does not guarantee approval of the application. The application requirements are noted on the ABMA website under the "Forms" –"Information Fact sheets".
7. ABMA reserves the right to modify these terms and conditions at any time. Any accredited person will be deemed to have accepted and agreed to these modifications.
8. ABMA has the right to take action in respect of the Applicant:
  - i) Obtaining accreditation through fraud or misrepresentation
  - ii) Failing to pay the applicable fees listed on the website and application form
9. Where the applicant has breached any of these terms, the ABMA has the right to suspend / cancel an applicant's accreditation until remedied by the Applicant. This cancellation or suspension will be with immediate effect.

## **CERTIFICATE OWNERSHIP AND INTELLECTUAL PROPERTY**

Any documents including but not limited to any Report or certificate, provided by ABMA, and the copyright contained therein, shall remain the property of the ABMA. The Applicant shall in no way alter or misrepresent the contents of such documents. Copies of any reports or documents will be for internal purposes only.

Duplicate certificate are available upon request, at an additional fee.

## **BUILDING MANAGEMENT PLANS**

1. An ABMA building Management plan will only be made available in a digital format upon receipt of payment. Fees are noted on the website and are subject to change.
2. Completion of the building management plan does not guarantee compliance. Only once the ABMA compliance auditor is satisfied that the Building Management Plan complies with the *ABMA Code of Practice- Building Management*, will a compliance certificate be issued.
3. Compliance requirements are available on the website in the *ABMA code of Practice- Building Management*
4. The ABMA certificate of compliance is only valid for a period of 12 months from the date the compliance certificate is issued.
4. To maintain your certificate of Compliance, a building management plan will have to be submitted to the ABMA on an annual basis, for review.
5. ABMA will not be obligated to any make any refunds on Building Management Plans purchased, where the compliance has been unsuccessful
6. ABMA reserves the right to modify the Compliance requirements at any time. Any complaint building will be deemed to have accepted and agreed to these modifications.
8. ABMA has the right to take action in respect of a Building Management Plan that is submitted:
  - i) Through fraud or misrepresentation
  - ii) Failing to pay the applicable fees listed on the website and application form
- 9 .Only Building Management Plans that have been certified as compliant by the ABMA will be valid.

## **COPYRIGHT**

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- b. stored in any storage media; and/or
- c. re-transmitted in any media,

## **DISCLAIMER**

- The Owner is making the Website available without assuming a duty of care to users. The Owner is not in the business of providing professional advice and gives no warranty, guarantee or representation about the accuracy, reliability or timeliness or otherwise, of the information contained on the Website and/or linked sites on the WWW.

- To the full extent permitted by law the Owner disclaims any and all warranties, express or implied, regarding:
  - a. the accuracy, reliability, timeliness or otherwise of any information contained or referred to on the Website and/or of any linked sites; and
  - b. merchantability or fitness for any particular purpose for any service or product contained or referred to on the Website and/or on any linked sites.
- The Owner will not be liable under any circumstances for any loss of profits or any damages of any kind recognised by law (even if it has been advised of the possibility of such loss of profits or damages) which are the consequence of you:
  - a. acting, or failing to act, on any information contained on or referred to on the Website and/or any of the linked Websites; and
  - b. using or acquiring, or your inability to use or acquire, any service or product contained or referred to on the Website and/or any linked sites.

## **TRADEMARKS**

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