

Website Terms and Conditions

Binford Tech ABN 71 026 613 720
www.binfordtech.com.au

1. Introduction

These Terms and Conditions (“Terms”) govern your use of this website and any related services provided by Binford Tech (“we”, “us”, “our”).

By accessing or using this website, you agree to comply with these Terms. If you do not agree with these Terms, you must not use this website.

2. Business Information

Business Name: Binford Tech
ABN: 71 026 613 720
Address: PO Box 474 Cranebrook NSW 2749
Email: enquiries@binfordtech.com.au
Phone: 1300 288 308

3. Changes to These Terms

We may update these Terms from time to time without prior notice. Any changes will take effect immediately upon publication on this website. Your continued use of the website constitutes acceptance of the updated Terms.

4. Website Use

You agree to use this website only for lawful purposes.

You must not:

- use the website in any way that breaches applicable laws or regulations
- interfere with website security or functionality
- attempt unauthorised access to systems or data
- transmit malicious code or harmful software
- copy, scrape, or exploit website content without permission
- use the website for fraudulent or misleading purposes

We reserve the right to suspend or terminate access to users who breach these Terms.

5. Intellectual Property

All content on this website, including:

- text
- graphics
- logos
- branding
- software
- designs
- images
- videos

is owned by or licensed to us and protected under Australian intellectual property laws.

You may not reproduce, distribute, modify, publish, or commercially exploit any website content without prior written permission.

You may:

- view website content for personal use
- print or download extracts for non-commercial purposes only

6. Products and Services

We make reasonable efforts to ensure product and service descriptions are accurate.

However, we do not guarantee:

- descriptions are error-free
- colours appear accurately on all devices
- all products/services will remain available

We reserve the right to:

- modify pricing
- discontinue products/services
- refuse orders
- limit quantities purchased

7. Pricing and Payments

All prices displayed are in Australian Dollars (AUD) unless otherwise stated. Prices may include GST where applicable. Payments must be made using approved payment methods available on the website.

We reserve the right to cancel orders where:

- payment is not received
- fraudulent activity is suspected
- pricing errors occur

8. Australian Consumer Law

Nothing in these Terms excludes, restricts, or modifies any consumer guarantees, rights, or remedies you may have under the Australian Consumer Law (“ACL”) or other applicable legislation.

Where permitted by law, our liability for breach of any implied warranty or condition which cannot be excluded is limited to:

- replacement of goods
- repair of goods
- resupply of services
- refund of the purchase price

to the extent permitted under the ACL.

9. Refunds and Returns

Refunds and returns are subject to our Refund Policy.

Nothing in our Refund Policy limits your rights under the Australian Consumer Law. Customers may be entitled to remedies including repair, replacement, or refund for goods or services that fail consumer guarantees under Australian law.

10. User Accounts

If you create an account on this website, you are responsible for:

- maintaining confidentiality of login details
- all activities conducted through your account
- ensuring information provided is accurate

You must notify us immediately of any unauthorised use of your account.

We reserve the right to suspend or terminate accounts at our discretion.

11. User Content

If you submit content to this website, including reviews, comments, or uploads, you grant us a non-exclusive, royalty-free, worldwide licence to use, reproduce, and publish that content.

You warrant that:

- you own or have rights to the content
- the content is lawful
- the content does not infringe third-party rights

We may remove content at our discretion.

12. Privacy

Your use of this website is also governed by our Privacy Policy.

Our Privacy Policy explains how we collect, store, and handle personal information in accordance with Australian privacy laws.

13. Cookies and Analytics

This website may use:

- cookies
- analytics tools
- tracking technologies

to improve website performance and user experience.

By using this website, you consent to such technologies as described in our Privacy Policy.

14. Third-Party Links

This website may contain links to third-party websites.

We do not control or endorse third-party websites and are not responsible for:

- their content
- availability
- privacy practices
- products or services

Accessing third-party websites is at your own risk.

15. Website Availability

We do not guarantee uninterrupted or error-free access to this website.

We may:

- modify website functionality
- suspend access
- perform maintenance
- discontinue services

without notice.

16. Disclaimer

To the maximum extent permitted by law:

- this website is provided “as is”
- we make no warranties regarding accuracy, reliability, or completeness
- we do not guarantee uninterrupted access

You use the website at your own risk.

17. Limitation of Liability

To the extent permitted by law, we are not liable for:

- indirect loss
- consequential loss
- loss of profits
- loss of business opportunities
- data loss
- website downtime

arising from use of this website or related services.

Where liability cannot be excluded under Australian law, liability is limited to the minimum extent permitted by law.

18. Indemnity

You agree to indemnify and hold us harmless from any claims, damages, liabilities, costs, or expenses arising from:

- your breach of these Terms
- misuse of the website
- violation of applicable laws
- infringement of third-party rights

19. Security

While we take reasonable steps to protect website security, we do not guarantee the website will be free from:

- viruses
- cyber attacks
- unauthorised access

You are responsible for implementing your own security protections.

20. Termination

We may suspend or terminate access to the website immediately if:

- these Terms are breached
- unlawful conduct is suspected
- website security is compromised

Termination does not affect accrued rights or liabilities.

21. Governing Law

These Terms are governed by and construed in accordance with the laws of Australia. You irrevocably submit to the non-exclusive jurisdiction of the courts of Australia for any disputes arising out of or relating to these Terms or your use of this website.