

# SAFETY MAKERS – TERMS AND CONDITIONS

By accessing and browsing our Safety Makers website and by purchasing any products or services from Safety Makers you signify your acceptance, as a user, of the reasonable Terms & Conditions contained in the policies below.

## Safety Makers - General Use Policy

The user understands, acknowledges and agrees that:

- ✓ Safety Makers and its officers, servants or agents shall not be liable for any actions, claims, liability, loss, damage or injury sustained in connection with or arising from the use of Safety Makers information, products, materials or services, however such loss, damage or injury may arise or be caused, including but not limited to Safety Makers or its officers', servants' or agents' negligent act, wilful act, omission, breach of contract, breach of statutory duty or otherwise
- ✓ By using any Safety Makers information, products, materials or services, users acknowledge and agree that all documentation is provided on a non-business and non-site specific, generic product basis only and the user indemnifies Safety Makers and its officers, servants or agents against any actions, claims, liability, loss or damage, howsoever arising or howsoever caused either directly or indirectly from or in connection with the use of Safety Makers information, products, materials or services, whether or not any such information, products, materials or services have been modified by the user
- ✓ Safety Makers products (digital and hard copy) are designed and produced with the intention to assist its customers in meeting WHS obligations for Persons Conducting A Business Or Undertaking (PCBU's) under the Model Work Health and Safety Act (Harmonised) and Model Work Health and Safety Regulations (Harmonised)
- ✓ Products purchased (digital), directly from the website, for use in Victoria, need to be edited by the purchaser for compliance with the current safety legislation in Victoria. Documents for use in Victoria can be individually "customised" by a Safety Makers consultant via a custom order.
- ✓ Reasonably practicable effort has been made to ensure the accuracy and currency of information contained in all Safety Makers products at the time of writing and release, however, documents are provided as guidance only and do not provide legal advice on meeting your obligations under safety legislation
- ✓ All Safety Makers documents are uncontrolled once printed and are also uncontrolled once supplied in an electronic form (including when contained in a link within delivery emails) or when supplied in hard copy form to Safety Makers customers
- ✓ All content on the Safety Makers website remains the property of Safety Makers. Unauthorised use, copying or distribution of content or material by the user is prohibited
- ✓ Information on the Safety Makers website is subject to change without notice.

## SAFETY MAKERS Delivery Policy

### ***Delivery of on-line ordered digital (downloadable) products***

- ✓ After ordering online, you will receive an email confirmation from **PayPal** containing your order details
- ✓ We will normally confirm receipt of your order within a few minutes of ordering
- ✓ We will send your downloadable digital products (in word format files, or Zip files) via an email which will contain a download link to the document/s purchased

- ✓ The links to your purchased products contained in our delivery email will remain active for a period of **7 days** from the delivery date

It is the obligation of the person placing an order for electronic delivery of documents to enter the correct delivery email address details at the time of ordering.

Please note that, you will need to contact us to discuss any ordered items that are not received via our delivery email link, or if the delivery email link does not work and your purchase cannot be downloaded **within 7 days** of delivery.

If you wish to query an on-line digital product delivery, please contact us at: info@safetymakers.com.au or Phone 0448 27 32 32

### ***Delivery of Printed (Hard copy) documents***

- ✓ **After ordering via face to face consultation, phone or email**, you will receive confirmation of your order and a Tax Invoice via email (or Australia Post if requested)
- ✓ Payment for printed products is to be made via **Direct Credit to Safety Makers**, payment details will be supplied on the Tax Invoice
- ✓ Once payment is received and processed, you will be sent confirmation of your purchase and a Receipt via email
- ✓ We will then send your goods via Australia Post within 2 working days
- ✓ Standard delivery by Australia Post is 2-3 business days
- ✓ Deliveries to WA and NT may take longer, please allow 5-7 days for delivery

It is the obligation of the person placing an order to supply the correct delivery address details at the time of ordering. Should you supply the wrong address, we are not obliged to re-send the order to the correct address at our expense. Please note that if an item has been lost in transit, we will not despatch a replacement item immediately, you will need to contact us to discuss any items misplaced by Australia Post.

If you wish to query a delivery and/or require your goods to be sent via Express Post (additional charges may apply for Express Post), please contact us at info@safetymakers.com.au or Phone 0448 27 32 32

## **SAFETY MAKERS Refund & Returns Policy**

### ***Refunds and Returns - Digital (downloadable) products***

**Safety Makers does not offer refunds or returns on any digital product/s.**

Please note that, purchasers need to contact us to discuss any ordered product/s that are not received via our delivery email link, or if the delivery email link does not work and your purchase cannot be downloaded **within 7 days** of delivery.

If the digital product/s cannot be successfully delivered via email link, Safety Makers is happy to discuss other delivery options (for example, supply on a USB, CD Disk).

On an individual customer basis, if a purchased digital product/s cannot be delivered, a refund or store credit may be granted to the purchaser upon negotiation between Safety Makers and the purchaser.

The links to your purchased product/s contained in our delivery email remain active for a period of **7 days** from the delivery date, after this time, the download link will become inactive and the product/s cannot be downloaded.

It is the obligation of the purchaser to download and check the document/s within a period of **7 days** from delivery. If the purchaser fails to download their product/s within the nominated timeframe, Safety Makers is not under any obligation to re-supply the product/s.

It is the obligation of the person placing an order for electronic delivery of documents to enter the correct delivery email address details at the time of ordering.

Every effort is made by Safety Makers to ensure that our products match the description on our webpage and / or as discussed by our consultants. If you are dissatisfied with the quality or content of any product/s you purchase, please contact us directly to discuss how to resolve any problems or concerns.

Please choose your digital products carefully before purchasing, Safety Makers does not offer refunds or store credits for incorrect choices. If you are not sure which digital product/s to purchase, or you wish to make an enquiry about any of our products please contact us at [info@safetymakers.com.au](mailto:info@safetymakers.com.au) or Phone 0448 27 32 32

### ***Refunds and Returns – Printed (Hard copy) products***

If for any reason you are not completely satisfied with your purchase of printed (hard copy) products we will give you a **30 DAY MONEY BACK GUARANTEE** from the date of purchase, providing the conditions of the Refund & Returns policy are met.

Please email us at [info@safetymakers.com.au](mailto:info@safetymakers.com.au) or phone us on 0448 27 32 32 **within 7 days** of the receipt of your products if you are not completely satisfied with your purchase to discuss your concerns with us.

This Refund & Returns Policy does not apply to products which have been used, damaged after delivery, or if any attempt has been made to alter the product or copy the product. All product/s must be returned in their original condition.

It is the obligation of the person placing an order for printed (hard copy) products to supply the correct delivery address details at the time of ordering. Should you supply the wrong address, we are not obliged to re-send the order to the correct address at our expense.

Every effort is made by Safety Makers to ensure that our products match the description on our webpage and / or as discussed by our consultants. If you are dissatisfied with the quality or content of any product/s you purchase, please contact us directly to discuss a refund or store credit.

If you are not sure which product/s to purchase, or you wish to make an enquiry about any of our products please contact us at [info@safetymakers.com.au](mailto:info@safetymakers.com.au) or Phone 0448 27 32 32

#### ***Returning Printed (Hard copy) Products***

Products **must be approved for return** by Safety Makers before you send them back.

Product/s approved for return must be received by Safety Makers no later than **30 days** from the date of purchase in order to take advantage of our Refund & Returns Policy.

Please note, that we can only refund the original purchase price of the product/s (and not the shipping costs). All postage and insurance costs are to be paid by the buyer. We recommend that you return the product/s via Registered Post and that you pre-pay all postage. You assume any risk of lost, theft or damaged products during their transit back to Safety Makers therefore we advise you take out shipment registration of insurance with your postal carrier.

**Once approved for return**, the damaged product/s must be received by Safety Makers no later than **30 days** from the date of purchase in order to take advantage of our Refund & Returns Policy.

You may choose between an exchange, refund or store credit to the same value with our store.

For product/s that cannot be replaced, a full refund or credit with our store will be offered.

*Printed (Hard copy) Products lost in transit*

Please note that if any purchased product/s has been lost in transit, we will not despatch a replacement immediately, you will first need to contact us to discuss any re-delivery of products misplaced by Australia Post. Safety Makers will not be responsible for parcels lost or damaged in transit if you choose not to insure.

*Printed (Hard copy) Products damaged during transit*

If you open your product/s upon delivery to find that it has arrived damaged then please accept our apologies. We package all orders with the intention of them arriving safely and in good order, but understand that something might be damaged in transit.

If you open your delivery to find the product/s damaged then you must contact us **within 7 days** of the date of the product/s delivery.

Please do not send the damaged product/s back to us automatically. Once you have notified us of a damaged delivery we will contact you via email or phone to discuss this in more detail with you. We will need to have the product/s shipped back to us for replacement or refund. Safety Makers will pay for shipping costs associated with the return and replacement of product/s damaged during transit to the purchaser.

If you have any enquiries regarding our Returns & Refunds policy please contact us at:  
Email: [info@safetymakers.com.au](mailto:info@safetymakers.com.au) or Phone: 0448 27 32 32

## **SAFETY MAKERS User Licences Policy**

*License Terms – Digital Products*

By purchasing digital products from Safety Makers you indicate that you are purchasing a single user licence for any downloadable document/s. A single user licence can only be used by the company or individual person purchasing the document/s for their own internal use. Documents cannot be forwarded to a third party or resold for any reason whatever without written permission from Safety Makers.

*License Terms – Printed Products*

By purchasing printed products from Safety Makers you indicate that you are purchasing a single user licence for any hard copy document/s. A single user licence can only be used by the company or individual person purchasing the document/s for their own internal use. Documents, or a copy of the document cannot be forwarded or supplied to a third party or resold for any reason whatever without written permission from Safety Makers.

## **SAFETY MAKERS Security Policy**

Safety Makers uses **PayPal** for its online credit card transactions. **PayPal** processes online credit card transactions for thousands of Australian merchants, providing a safe and secure means of collecting payments via the Internet.

All online credit card transactions performed on this site using the **PayPal** system are secured payments.

- ✓ Payments are fully automated with an immediate response.
- ✓ Your complete credit card number cannot be viewed by Safety Makers or any outside party.

For more information about **PayPal** and online credit card payments, please visit [PayPal](https://www.paypal.com)

# SAFETY MAKERS Privacy Policy

## *Introduction*

Safety Makers regards customer privacy as an important part of our relationship with our customers. The following privacy policy applies to all Safety Makers customers and internet users, and conforms to Internet privacy standards and acceptable professional business standards.

If you have questions or concerns regarding this statement, you should contact us at:

Email: [info@safetymakers.com.au](mailto:info@safetymakers.com.au) or Phone: 0448 27 32 32

## *Collection of Information*

In order to use the Safety Makers website, we may require information from you in order to provide the best service possible. All correspondence may also be collected and stored, particularly in regard to consultations, supply of services, sales, support and accounts, including Email. Any information collected by Safety Makers is collected via correspondence from you or your company. This may be via the telephone, Email, mail, fax, directly through our website, or by face to face consultations with our Safety Makers consultants.

## *Use of Collection Information*

Any details collected from Safety Makers customers is required in order to provide you with our products and/or services, and a high level of customer service. Correspondence is recorded in order to provide service references.

## *Storage of Collected Information*

The security of your personal information is important to us. When you enter sensitive information (such as credit card numbers) on our website, your details are processed by **PayPal** to enable your order to be delivered as required.

Safety Makers does not store Credit Card details.

We follow generally accepted industry standards to protect the personal information submitted to us during consultations and during both electronic transmission and use of Australia Post services, plus additionally once we receive it.

If you have any questions about security on our Website, or at our Safety Makers office, you can email us at [info@safetymakers.com.au](mailto:info@safetymakers.com.au)

## *Access to Collected Information*

If your personally identifiable information changes, or if you no longer desire our service, you may correct, update, delete or deactivate it by emailing us at [info@safetymakers.com.au](mailto:info@safetymakers.com.au)

## *Orders*

If you purchase a product or service from us, we may request certain personally identifiable information from you. You may be required to provide contact information (such as name, Email, and postal address) and financial information (such as credit card number, expiration date). We use this information for billing purposes, to provide Safety Makers products and services, and to fill your on-line orders. If we have trouble processing an on-line order or the provision of Safety Makers products or services, we will use this information to contact you.

## *Communications*

Safety Makers uses personally identifiable information for essential communications, such as Emails, accounts information and critical service details. We may also use this information for other purposes, including some promotional Emails.

If at any time a customer wishes not to receive such correspondence, they can request to be removed from any mailing lists by emailing us at: [info@safetymakers.com.au](mailto:info@safetymakers.com.au)

You will be notified when your personal information is collected by any third party that is not our Agent / service provider, so you can make an informed choice as to whether or not to share your information with that party.

### *Third Parties*

Safety Makers may at its discretion use other third parties to provide essential services on our website or for our business processes. We may share your details as necessary for the third party to provide that service. These third parties are prohibited from using your personally identifiable information for any other purpose. Safety Makers does not share any information with third parties for any unknown or unrelated uses.

### *Legal*

We reserve the right to disclose your personally identifiable information as required by law and when we believe that disclosure is necessary to protect our rights and/or comply with a judicial proceeding, court order, or legal process served on our website or business entity.

### *Links*

Links on the Safety Makers website to external entities are not covered within this policy. The terms and conditions set out in this privacy statement only cover the domain name of [www.safetymakers.com.au](http://www.safetymakers.com.au)

### *Changes to Privacy Policy*

If we decide to change our privacy policy, we will post those changes to this privacy statement, our webpage homepage, and other places we deem appropriate so that you are aware of what information we collect, how we use it, and under what circumstances, if any, we disclose it. We reserve the right to modify this privacy statement at any time, so please review it frequently. If we make material changes to this policy, we will notify you here, by Email, or by means of a notice on our website homepage.

Terms & Conditions approved by: L & N Plim

Effective as from: 1 July 2019