

## **TERMS AND CONDITIONS**

### **DELIVERY**

Deliveries are to kerb side only, however the skilled drivers at Doonan Sand and Gravel will do their utmost to deliver your materials where you specify and use their expert judgment to adhere to company safety policy so as not to damage any property.

Doonan Sand and Gravel take no responsibility for any damage that may occur above or below ground.

### **PRICING**

While Doonan Sand and Gravel endeavor to ensure prices are correct at all times, the prices stated on the website are subject to change at any time without notice. Doonan Sand and Gravel recommend enquiring by phone to ensure you have the latest pricing.

### **CONTENT AND ACCESS**

While Doonan Sand and Gravel endeavours to take reasonable care in preparing and maintaining the information on this website we do not warrant the accuracy, reliability, adequacy or completeness of any of the website content. You acknowledge and accept that the website content may include technical inaccuracies and typographical errors. The website content is subject to change at any time without notice and may not necessarily be up to date or accurate at the time you view it.

It is your responsibility to enquire with us directly to ensure the accuracy and currency of the material or information you seek to rely upon. To the extent permitted by law Doonan Sand and Gravel disclaims all liability for loss directly or indirectly arising from your use of or reliance on the website and the website content.

Doonan Sand and Gravel does not guarantee that access to the Doonan Sand and Gravel website will be uninterrupted or that the website is free from viruses or anything else which may damage any computer which accesses the Doonan Sand and Gravel website or any data on such a computer.

### **INTELLECTUAL PROPERTY**

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### **LIMITATION OF LIABILITY**

To the maximum extent permitted by law Doonan Sand and Gravel excludes completely all liability whatsoever for any loss or damage of any kind (including special, indirect or consequential loss and including loss of business profits) however caused (including negligence) arising out of or in connection with the website content and the use or performance of the Doonan Sand and Gravel website.

Where the law implies a warranty into these Website Terms and Conditions which may not lawfully be excluded Doonan Sand and Gravel's liability for breach of such a warranty shall be limited at its option, to any one or more of the following:

- (a) in the case of goods, to anyone it determines of the following: replacement of the goods or the supply of equivalent goods; repair of the goods; payment of the cost of replacing the goods or acquiring equivalent goods; or payment of the cost of having the goods repaired; and
- (b) in the case of services, to either supplying the services again or payment of the cost of having the services supplied again.

### **JURISDICTION**

These Terms and Conditions are governed by and construed in accordance with the State of Victoria, Australia. In the event that a dispute arises from these Website Terms and Conditions, you agree to submit to the non-exclusive jurisdiction of the courts of Victoria, Australia.