



## Website Terms and Conditions

---

### 1. INTRODUCTION

The Terms of Use of the Boddingtons Hire website include these Terms and Conditions, the Privacy Notice and any other terms and conditions that appear in or are linked to the Boddingtons Hire website (Additional Privacy Policy).

The Additional Terms and Conditions that appear on the Boddingtons Hire website will govern your use of, and access to, certain sections of the Boddingtons Hire Website where they appear. Since these Additional Privacy Policy form part of the Terms of Use you are bound by them and should review them wherever they are relevant to you when using the Boddingtons Hire website.

### 2. WEBSITE CONTENT AND ACCESS

While Boddingtons Hire 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 Boddingtons Hire disclaims all liability for loss directly or indirectly arising from your use of or reliance on the website and the website content.

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

### 3. LIMITATION OF LIABILITY

To the maximum extent permitted by law Boddingtons Hire 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 Boddingtons Hire website.

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

- in the case of goods, to any one 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 in the case of services, to either supplying the services again or payment of the cost of having the services supplied again.

#### **4. INTELLECTUAL PROPERTY**

The materials displayed on this website, including without limitation all editorial materials, information, photographs, illustrations, artwork and other graphic materials, and names, logos and trade marks, are the property of Boddingtons Hire and are protected by copyright, trade mark and other intellectual property laws. Any such content may be displayed and printed solely for your personal, non-commercial use within your organisation only provided that any copyright notice on such a display or page is not removed. You agree not to reproduce, retransmit, distribute, disseminate, sell, publish, broadcast or circulate any such material to any third party without the express prior written consent of Boddingtons Hire.

Boddingtons Hire does not grant any licence or right in, or assign all or part of, its intellectual property rights in the content or applications incorporated into the Boddingtons Hire website or in the user interface of the Boddingtons Hire website.

#### **5. SUBMISSIONS**

Any material you send to us on or via the Boddingtons Hire website will be deemed to be non-confidential and non-proprietary. This includes any data, questions, comments, suggestions, ideas or other information. We will be entitled to use such material for any purpose without compensation to you.

#### **6. THIRD PARTY WEBSITES**

The Boddingtons Hire Website may contain links to other websites operated, controlled or produced by third parties. Unless otherwise indicated, Boddingtons Hire does not control, endorse, sponsor or approve any such third party websites or their content nor does Boddingtons Hire provide any warranty or take any responsibility whatsoever for any aspect of those websites or their content.

---

## **7. LINKS TO BODDINGTONS HIRE WEBSITE**

If you wish to establish a link to this website, you must first seek approval from Boddingtons Hire. To seek approval, please contact your account manager. If you don't have one or are unsure, please email Boddingtons Hire's Head Office.

The following information will be required to assess your request:

- the URL of the website that you seek to establish a link from
- a brief description of your website
- the reason that you wish to establish a link.
- If Boddingtons Hire agrees to your proposed link, you must comply with any terms and conditions imposed by Boddingtons Hire as a condition of such agreement.
- If the nature and/or content of your website changes in any significant way, you must contact Boddingtons Hire and provide a new description of your website.

## **8. INTERFERENCE WITH WEBSITE**

You must not attempt to change, add to, remove, deface, hack or otherwise interfere with this website or any material or content displayed on the Boddingtons Hire website.

## **9. JURISDICTION**

These Terms and Conditions are governed by and construed in accordance with the State of Western 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 Western Australia.

## **MINESITE MAINTENANCE PTY LTD T/As BODDINGTONS HIRE**

7 Paxton Way  
PORT KENNEDY WA 6172  
Tel: (08) 9524 5144  
Email: [headoffice@boddingtoncranehire.com.au](mailto:headoffice@boddingtoncranehire.com.au)  
[www.boddingtoncranehire.com.au](http://www.boddingtoncranehire.com.au)