**Outback Tracks Caravan-Camping-4WD**

**Terms & Conditions**

Enviropower Australia Pty Ltd ACN 140 145 722 trading as Outbacktracks-au.com

Welcome to [Outbacktracks-au.com](http://www.outbacktracks-au.com)

These are the terms and conditions (Terms and Conditions) governing the use of Outbacktracks-au.com (also referred to as the Site). Please read these Terms and Conditions carefully before using this Site. By using the Site, you agree to the Terms and Conditions.

These Terms and Conditions apply to all Users of the Site unless the Terms and Conditions specify otherwise.

The Terms and Conditions published at the time of your use of the Site shall apply to you.

Enviropower Australia Pty Ltd reserves all rights to alter these Outback Tracks Terms and Conditions as set out below from time to time and at its discretion. Each time you use the Site, you should be aware of our current Terms and Conditions.

To use this Site you must first read and agree to the Terms and Conditions as set out below.

If you do not agree to the Terms and Conditions as set out below, please leave the Site now.

1. Introduction

*1.1* Enviropower Australia Pty Ltd (ABN 48140145722) trading as Outback Tracks Caravan-Camping-4WD (also referred to as ‘we’ or ‘our’ or ‘us’ or “Outback Tracks” or outbacktracks-au.com) is an Australian private company limited in liability by the value of its shares. We operate an online shop via the Site, allowing users to purchase our goods.

*1.2* Definitions:

When we refer to **‘us’**, or **‘our’** or **‘we’** or similar, we are referring to Outback Tracks or \*\* Enviropower Australia Pty Ltd (ABN 48140145722).

When we refer to **‘you’** or **‘your’** or similar, we are referring to you as a User of this Site.

*Other defined terms and their meanings are:*

 **‘Australian Law’** means principles of law or equity established by decisions of courts, statutes, regulations or by-laws of the Commonwealth of Australia, or any State or Territory of the Commonwealth of Australia or a Government Agency, any requirements and approvals (including conditions) of the Commonwealth of Australia or any State or Territory of the Commonwealth of Australia or a Government Agency that have force of law, to the extent required, but recognising the primacy of Australian Law, the principles of law and equity established by the courts outside Australia;

**‘Backorder’** means an order for a Product that is temporarily out of stock;

**‘Business Day’** means a day that is not a Saturday, Sunday, public holiday or bank holiday in Melbourne and/or Sydney, Australia.

**'Buyer’** (also referred to as **‘you’** or **‘your’** where the context permits) means a person who browses the Site, being a potential buyer of a Product via the Site, and also a person who wishes to purchase, or has already purchased, Products from a Private Seller or a Retail Seller from an advertisement placed on the Site;

**‘Charge Back’** means a buyer disputed or fraudulent transaction that has been remitted to the retail seller on the Site.

**‘Intellectual Property Rights’** means all intellectual property rights and proprietary rights (whether registered or unregistered) including copyright, trademarks, patents, moral rights and any other intellectual property right recognised by Australian Law, including but not limited to:

(a.) graphics programming codes, drawings, computer programs, website

(b.) business names, company names, product names;

(c.) any right to have information kept confidential;

(d.) patent applications, drawings, discoveries, inventions, improvements, trade secrets, technical data, formulae, computer programs, precedent documents, websites, website designs, website design methodology, domain names, domain registration, source codes, site context and design, program backend, HTML front code, adwords, metatags, traffic details, databases, know-how, logos, designs, design rights and client lists;

(e.) phone numbers, fax numbers, email addresses, directory listings; and

(f.) Twitter, Facebook, Skype, LinkedIn, Viber, Instagram and other social media contact points.

**‘Licence’** means the irrevocable, royalty-free, non-exclusive, worldwide sub-licensable and perpetual licence to use any and all of the information provided by Sellers to us with such licence to be including but not limited to using, producing, reproducing, modifying, performing, translating, creating derivative works from, distributing, displaying, deleting, adapting and publishing such information;

**‘Loss’** includes loss of money (including profit), goodwill, or reputation, whether such loss is incidental, direct, indirect, special, and consequential even if you advise us or we could reasonably foresee the possibility of any such loss or damage occurring;

**'Merchant fees'** means a cost charged by a merchant (including but not limited to a bank) to a Retail Seller when a buyer is paying with (including but not limited to) a credit card, charge card, debit card, etc. to cover the cost of accepting / processing a payment. This Merchant fee may be varied from time to time without notice.

**‘Minimum Term’** means 12 months;

**‘Party’** means any Buyer and **‘parties’** has a corresponding meaning;

**‘Product’** means a good or service advertised or sold on the Site;

**‘Site’** means the internet site at the domain outbacktracks-au.com as configured and described as such by us from time to time or any other internet site operated by us from time to time;

**‘Sold’’** (also referred to as ‘sales’) means transactions of Products on the Site for a Fee;

**‘Users’** means anyone using the Site for any purpose and includes all Buyers;

2. All Users

*2.1* Before using this Site, you must read and accept these Terms and Conditions and the Outback Tracks Privacy Policy. You agree that these Terms and Conditions, including those incorporated by the Outback Tracks Privacy Policy will apply whenever you visit the Site, or when you use the tools we make available to interact with the Site.

**Nature of the Site**

*2.2* By providing a platform for the sale of Products, this includes but is not limited to assistance with customer service, Charge Backs, fulfilment, warranties, returns and Product defects etc. in accordance with all and any applicable Australian Law.

3. All Buyers

**Customer Service**

*3.3* The Seller is committed to providing exceptional customer service and quality products. We endeavour to make sure that all pricing is valid and correct at the time of offering on the Site. In the event that an ordered item is not available, or it is not possible to fulfil your order we will notify you within 2 (two) business days to arrange an alternative Product, a Backorder or a full refund.

**Shipping and Delivery Policy**

*3.4* Standard delivery times for Products purchased through the Site are between three (3) and ten (10) Business Days. In the event that an ordered item is not available or it is not possible to fulfil your order we will notify you within 2 (two) business days to arrange an alternative Product, a Backorder or a full refund.

**Exchange, Returns Policy for purchases from the site**

*3.8* All Buyers should choose carefully before buying, as an order to purchase creates a contract between the Buyer and the Seller.

*3.9* We do not offer a satisfaction guarantee on Products or refunds for change of mind, however we will always endeavour to keep you happy and satisfied. This warranty only applies to unused and undamaged goods.

*3.10* For faulty Products or Products that are the wrong size, Retail Sellers offer a fourteen (14) day replacement warranty from the date you receive your Product. If your Product can be replaced, it will be replaced with the same or a similar Product. If a Product cannot be replaced, you will be offered the option of a replacement Product of the same value, or of being provided with a refund for the total value of the Product.

*3.11* Any faulty Product must be returned by you to the Seller from which it was purchased, and proof of this purchase must also be presented. Replacements for faulty Products will be sent to you at no charge within five (5) Business Days from the date the faulty Product is returned.

*3.12* When returning a faulty Product to the Retail Seller, please make sure you also provide us the following details:

* Your full name
* Your address
* Your order number
* The date of delivery (or collection) of the Product
* The address of the Seller’s store
* Reason why you are returning the Product
* Your instructions informing us how you would like the issue resolved
* Contact phone number
* The original order confirmation or invoice you received with your Product.

*3.13* If you return a Product that is the wrong size and we determine that it has been used since its purchase, no exchange or return will be granted.

*3.14* All reasonable care will be taken to ensure that all details, descriptions, images and prices on the Site are accurate, errors (including processing, human and system errors) may occur. If we become aware of an error we will make reasonable attempts to contact you as soon as practicable

**Risk & Liability**

*3.16* All other information on the Site and Products acquired through the Site are provided “as is” without warranty of any kind by us. We do not warrant or represent that the Products advertised on the Site will be suitable for any purpose, or that a Seller has any particular skill, knowledge, qualification or is legally entitled to carry on a particular business. It is your responsibility to verify any information on the Site and to investigate for yourself the condition, quality and suitability of any Products advertised on the Site.

**Security**

*3.17* When purchasing a Product, your financial details are passed through a secure server using the latest 128-bit SSL (secure sockets layer) encryption technology. It is estimated that it would take at least one trillion years to decrypt 128-bit SSL encryption, and this level of encryption is the current industry standard. If you have any questions regarding our security policy, please contact customer support on 0419 264 711.

*4.17* We do not permit data mining of any of the content on this Site in any way.

*4.18* We do use of the Site to publish anything that could be considered spam, phishing, bulk electronic messaging, or anything else that contravenes Australian Law.

*4.19* If you are the subject of an interview and/or article and/or feature and/or video of any sort appearing on the Site, you accept that the published interview and/or article and/or feature and/or video are prepared with editorial integrity and that our editorial decision is final. You also accept the possibility that editorial errors can occur. Where such errors occur, we will make every effort to amend these errors as soon as they are discovered or brought to our attention but we will not liable for any adverse consequences or loss arising from any such error.

**Intellectual Property Rights**

*4.20* The Site is the property of Enviropower Australia Pty Ltd and is protected by Australian and international copyright laws and must not be reverse engineered, republished, reproduced or copied in any way.

**Social Media**

*4.24* We may use social media and the Site may provide links to a number of social media sites, for example Facebook, Twitter, Skype LinkedIn, Viber and Instagram. We reserve the right to change, vary, increase, decrease or desist from its social media presence at any time at our sole discretion.

7. General

**Promotion of Good Business Practice**

*7.1* We aim to promote good business practices we endeavour to comply with all and any Australian laws or regulations that apply to any transaction on the Site in which you are involved.

**Currency**

*7.2* All transactions are processed in Australian dollars (AUD).

**Each Purchase is a Contract**

*7.4* Each purchase by a Buyer from the Site constitutes a contract between the Buyer and the Seller.

**You may request amendments to these Terms and Conditions**

*7.5* Nothing in these Terms and Conditions preclude a User from approaching us and requesting to amend or qualify parts of these Terms and Conditions in their particular case or for a particular transaction. Such requests will be considered by us on a case-by-case basis, and should be sent in writing via email to **info@outbacktracks-au.com** or mail to **22 Herne Rd Scarborough Qld 4020**. These Terms and Conditions will continue to apply to you and your use of the Site, unless qualified or amended in writing signed on behalf of Outback Tracks and expressly identified as an amendment of these Terms and Conditions.

**Governing Law and Jurisdiction**

*7.7* The agreement formed when you accept these Terms and Conditions is governed by and construed in accordance with the laws of the State of Queensland, Australia and you agree to submit to the non-exclusive jurisdiction of the courts of Queensland, Australia.

**Overseas Users**

*7.8* The Site may be accessed by Users from Australia and from overseas. We make no representation that the Site complies with the laws of any country outside of Australia. If you access the Site outside of Australia, you do so at your own risk.

**Australian Consumer Law**

*7.9* To the extent required, the Australian Consumer Law as set out in Schedule 2 of the Competition and Consumer Act 2010 (Cth) is imported into these Terms and Conditions.

*7.10* To the extent permitted by Australian law, we disclaim all warranties, representations and conditions, express or implied, with regard to any information, software or Products including but not limited to:

* merchantable quality;
* durability and fitness for a particular purpose;
* legal title; and
* non-infringement of Intellectual Property Rights.

*7.11* To the extent permitted by Australian law, Outback Tracks or its suppliers are not liable for any Loss suffered by a Buyer respect of Products advertised on the Site.

**No Waiver**

*7.12* Our failure to act or delay in acting in relation to a breach of any of these Terms and Conditions is not a waiver of any of these Terms and Conditions or our rights arising under them. No action or inaction by us shall be deemed to be an actual waiver of any current or future liability.

**Risk & Liability**

*7.13* We give no warranties in relation to the authenticity of Users of the Site. To the extent permitted by Australian Law.

*7.15* Unless expressly stated by us, hyperlinks to other websites contained within the Site are not maintained or controlled by us. These third party hyperlinks are provided as a reference solely for the convenience of Users. As a result we make no warranties about third party websites, nor do we accept any liability or responsibility for or endorse the content or use of these websites. If you enter a third party website from the Site, you do so at your own risk. We take no responsibility for any virus, hacking or breach of security arising from the use of any such hyperlinks.

*7.16* All reasonable care will be taken while compiling the Site’s content, including advertising content. Nevertheless, we do not warrant or represent that the Site is complete, current or free from typographical or other errors, or omissions. Information, advertisements, software and Product descriptions may include inaccuracies.

*7.17* We endeavor to provide continual availability of our services and access to the Site. However, access to the Site may not always be possible due to numerous factors including those, which are out of our control. We do not warrant or represent that our services and access to the Site will be timely, continuous, fault-free, uninterrupted, secure or virus-free.

*7.18* By reason of occasional technological difficulties, and to the extent permitted by Australian law, we will not be liable for any compensatory or exemplary damages arising out of or in any way connected with use of the Site or inability to use the Site even if we have been advised of the possibility of damages. You release Enviropower Australia Pty Ltd, its officers, contractors, employees and agents against all Loss, claims, costs, demands, damages and liabilities related to use or inability to use the Site in this regard.

*Last Updated on 28th March 2018 by Enviropower Australia Pty Ltd*