

# Terms Of Use – From Paddock to Plate Schools Program

## CONDITIONS OF SALE

These terms and conditions disclose the basis on which From Paddock to Plate Enterprises Pty Ltd ACN 613 305 810 (“**FP2P**”) provides to you the "From Paddock to Plate" online products and services (“**Products and Services**”). You must read these terms and conditions before using the Products and Services. By submitting payment for the Products and Services, you and any third party on behalf on which you act, accept and are bound by these terms and conditions. This agreement will continue for the term that FP2P provides the Products and Services to you, other than for certain obligations outlined below which survive beyond the term of this agreement.

FP2P may change these terms and conditions from time to time at its sole discretion. These changes will be effective upon the next renewal period and upon renewal until for a further subscription period, or as otherwise notified to you by FP2P from time to time. Your continued use of the platform (the From Paddock to Plate Schools Program on [www.frompaddocktoplate.com.au](http://www.frompaddocktoplate.com.au)) (“**Platform**”) and any other Products and Services following any such renewal will represent an agreement by you to be bound by the terms and conditions (as amended from time to time).

## DISCLAIMER

FP2P provides educational information among other services. In using the Platform and the Products and Services, you acknowledge that FP2P is an information service provider but not an Australian Government accredited educational provider.

FP2P will use reasonable commercial care and attention to provide the Products and Services in the manner described on the website ([www.frompaddocktoplate.com.au](http://www.frompaddocktoplate.com.au)) (“**Website**”) and the Platform and to ensure that relevant material is in accordance with the Australian Curriculum. However, FP2P cannot guarantee that all material is compliant with all the Australian Curriculum. If you are unsure whether certain information complies with the Australian Curriculum then FP2P recommends that you seek appropriate independent advice. FP2P does not make any representation concerning, nor warrant the accuracy, adequacy or completeness of the information provided on the Platform or through any of the Products and Services. FP2P does not accept responsibility for any loss suffered as a result of reliance by you upon the accuracy or currency of information contained on the Platform or in any of the Products and Services.

## AUTHORISED USER

You acknowledge that you are entering into these terms and conditions on an individual basis as well as on behalf of your employer and all students at your school or employer. You represent and warrant that you are authorised by your employer to use the Platform and the Products and Services on behalf of your employer and that you have capacity to be bound by these terms and conditions and are authorised to commit your employer to make this offer of contract for the Products and Services selected in this agreement. You further represent and warrant to FP2P that you are duly authorised and have the power and authority to bind all other registered users at your school. If you are entering into these terms and conditions on behalf of your employer, you represent and warrant to us that you are duly authorised and have the power and authority to bind your employer. You agree to keep your username and the password that you use to log into the Platform confidential and to ensure that all registered users at your school are aware of and agree to be bound by these terms and conditions.

You are not permitted to share your unique login and password with any third party who is not an employee or a direct associate of your school. Any infringement of FP2P's intellectual property rights including the copying, reproduction or distribution of FP2P's information or software outside of the terms of the restricted non-exclusive revocable licence granted above will constitute grounds for immediate termination of your subscription, in addition to any other action FP2P may take to protect its rights and you will not be entitled to a refund of any fees paid in respect of the relevant subscription.

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## SERVICE AVAILABILITY AND SECURITY

All FP2P servers are managed in a reasonable manner. However, from time to time, delays or interruptions may occur in FP2P providing the Products and Services to you. You acknowledge that FP2P will not be responsible for any such delay or interruptions and that FP2P will not have any liability to you for any failure or delay in delivering the Products or Services to you.

## **SUBSCRIPTIONS, FEES AND PAYMENT**

FP2P Products and Services are provided on the basis of an annual subscription that commences on the day your invoice is issued and continues until 12 months from this date if you elect not to renew your subscription at its next renewal date or FP2P terminates your subscription. FP2P will use reasonable endeavours to contact you 30 days prior to each subscription renewal date in order to confirm that you wish to renew your subscription. FP2P has a right to vary the terms on which you are provided an annual subscription.

Full payment of the From Paddock to Plate Schools Program and Products and Services must be received no later than two weeks after your invoice has been issued, otherwise late fees may apply.

By continuing to use the Products and Services it constitutes that you agree to these terms and conditions, and you acknowledge that the non-exclusive revocable licence only provides access to the Platform and Products and Services for a period of 12 months from the date your invoice is issued.

## **GST**

All fees and charges disclosed on the Platform are exclusive of GST at the current rate and may be increased as a result of any changes in the rate of GST. GST has the meaning used in the *A New Tax System (Goods and Services Tax) Act 1999* and any applicable rulings issued by the Commissioner of Taxation.

## **NO REFUND**

FP2P reserves the right to terminate your subscription at any time for non-payment of any subscription invoice or for breach of any of these terms and conditions. If your subscription is terminated or you choose to stop using your subscription, the following will apply:

- if payment for the entire annual subscription period has been received in full, FP2P will be under no obligation to refund any part, or all, of the fees paid for the subscription; and
- if payment for the entire annual subscription period or any other invoice has not been received in full, you remain liable and responsible to pay your then current subscription in full.

## **PRIVACY**

In providing the online products and services to you, FP2P undertakes to comply with the terms of its privacy policy ("**Privacy Policy**") where applicable. Please contact FP2P if you wish to view the Privacy Policy.

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FP2P and its suppliers will take reasonable steps to maintain the confidentiality of and restrict access to your information and will use its reasonable endeavours not disclose any of this information to anyone unless required to do so by law or as otherwise agreed with you. Unfortunately, no data transmission over the Internet can be guaranteed as totally secure. Whilst FP2P strives to protect such information, FP2P does not warrant and cannot ensure the security of any information that you transmit to FP2P and any information that you transmit to it is transmitted at your own risk.

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## **NO WARRANTY**

To the full extent permitted by law, FP2P excludes any and all express or implied warranties, guarantees or representations regarding the accuracy, reliability, timeliness, fitness for purpose or otherwise of any information or advice contained in the forms, documents, agreements, templates, notes and alerts or associated materials produced in connection with the Products and Services. Where legislation implies any condition or warranty, and that legislation prohibits FP2P from excluding or modifying the application of, or FP2P's liability under, any such condition or warranty, that condition or warranty will be deemed included but FP2P's liability will be limited for a breach of that condition or warranty to one or more of the following: (a) if the breach relates to goods, (i) the replacement of the goods or the supply of equivalent goods, (ii) the repair of such goods, (iii) the payment of the cost of replacing the goods or of acquiring equivalent goods or (iv) the payment of the cost of having the goods repaired; and (b) if the breach relates to services, (i) the supplying of the services again or (ii) the payment of the cost of having the services supplied again.

## **INDEMNITY**

You indemnify and will keep indemnified, defend and hold FP2P harmless from and against any and all liabilities, claims, costs, damages, expenses and losses (including reasonable legal costs and expenses) arising from any claim, demand, suit, action or proceedings by any third party or you, which is related to, or arises out of, or is in any way associated with your use of the FP2P Products and Services, including any videos, worksheets, documents, forms or other materials created through the use of the Products and Services, or which arise through your breach of these terms and conditions.

## **LIMITATION OF LIABILITY**

To the full extent permitted by law, FP2P will not be liable to you for any loss or damage, however caused (including through negligence), which you may directly or indirectly suffer in connection with your use of the Platform or of any of the Products and Services nor does FP2P accept any responsibility for any such loss arising out of your use of or reliance on information contained on or accessed through the Platform or through the Products and Services.

## **MISCELLANEOUS**

- These terms and conditions are governed by the laws of the State of Victoria. Both parties irrevocably submit to the exclusive jurisdiction of the Courts of Victoria.
- FP2P will provide the Products and Services to you as an independent contractor. No other relationship can be implied.
- The non-exclusive revocable license to use the Products and Services is restricted to the legal entity or person entering into this agreement. You cannot assign or otherwise transfer the benefit of your subscription without FP2P's prior written consent (where such consent may be withheld at FP2P's sole discretion).
- The waiver by any party of a breach of any of these terms and conditions shall not be construed as a waiver of any succeeding breach or as a waiver of the term or condition itself.
- The failure of a party, at any time, to require performance by the other party of any provision shall not affect that party's right to require such performance at any time in the future.
- If any provision of these terms and conditions is found to be illegal, wholly or partly invalid or otherwise unenforceable then, from the date of the invalidity, illegality or unenforceability, if the offending provision can be read down to make it legal, valid and enforceable without materially changing its effect, it must be read down to the extent necessary to achieve that result and otherwise the offending provision must be severed from these terms and conditions and the remaining provisions shall operate as if the severed provision had not been included.