

Terms and Conditions Agreement

Please take a few moments to read these terms and conditions prior to using this website. These terms and conditions govern the use of this website. Should you have any questions or wish to clarify the meaning of any of these Terms and Conditions, please contact Tamworth Taxis prior or to using this website. These terms and conditions were last updated on 20th December, 2017. Please check back regularly to see the current terms and conditions.

Tamworth Taxis

Tamworth Taxis (ABN 15 484 108 866) is the provider of transport services in and around the Tamworth region.

Please note that all prices displayed on this site and all transactions processed by Tamworth Taxis are in **Australian Dollars \$AUD**.

Acknowledgement and acceptance of terms and conditions

This website is owned and operated by Tamworth Taxis. By accessing, browsing or using this website, you agree to these terms, conditions and disclaimers as amended from time to time ("Terms & Conditions") and acknowledge and agree that you have read and understood these Terms and Conditions. By downloading any of the pages or images on this website you expressly agree to be bound by these Terms and Conditions.

Amendments to terms and conditions

Tamworth Taxis may amend these Terms and Conditions from time to time. Any amendment will be effective immediately. Your continued use of this website after any amendment becomes effective constitutes an agreement by you to abide by and be bound by these Terms and Conditions, as so amended.

User and other information provided by you

You agree:

- If you provide us with any information it shall be current, complete, and accurate.
- When you provide any Information you are representing and warranting that all of the information provided is true and correct.

- You must not transmit or attempt to transmit any material of any kind to this website which contains a virus, malicious computer code or other harmful component or otherwise attempt to alter any of the content on this website.
- You consent and agree to the disclosure by Tamworth Taxis to any law enforcement agency in any jurisdiction that is investigating any breach or suspected breach of any law in any jurisdiction of your identity or other information provided by you to this website, upon being requested to do so by that law enforcement agency.

Disclaimer

The information contained on this website is provided by Tamworth Taxis in good faith on an "as is" basis and solely at your own risk. The information is believed to be accurate and current at the date the information was placed on this website but Tamworth Taxis expressly disclaims any liability for any incorrect information or prices published on this website or for the lack availability of any product at any time. None of Tamworth Taxis its related bodies corporate, any of their directors, officers, employees or shareholders makes any representation or warranty as to the reliability, accuracy or completeness of any of the information or ideas contained on this website (including in relation to any products or services) and none of them accept any responsibility arising in any way (including negligence) for errors in, or omissions from, the information contained on this website. To the fullest extent permitted by applicable law, Tamworth Taxis disclaims all representations and warranties, express or implied, including but not limited to, implied warranties of merchantability and fitness for a particular purpose. Tamworth Taxis makes no warranty that this website, any information or ideas contained on this website or any products or services advertised on this website will meet your requirements, or that the website will be uninterrupted, timely, secure or error free.

Limitation of liability

None of Tamworth Taxis, its related bodies corporate, any of their directors, officers, employees, or shareholders will in any way be liable for any direct, indirect, incidental, special or consequential damages (including in negligence), resulting from your use or your inability to use this website, your reliance on any information or advice contained on this website or for the cost of procurement of substitute products or services or resulting from any products or services purchased or obtained or messages received or transactions entered into through this website or resulting from unauthorised access to or alteration of your transmissions or data or of any information contained on your computer system or on this website, including but not limited to, damages for loss of profits, loss of use, loss of data or other intangible, even if Tamworth Taxis has been advised as to the possibility of such damages. Where any Act of Parliament implies in these Terms and Conditions any term, condition or warranty, and that Act avoids or prohibits provisions in a contract excluding or modifying the application of or exercise of, or liability under such term, condition or warranty, such term, condition or warranty shall be deemed to be included in these Terms and Conditions, however, the liability of Tamworth Taxis for any breach of such term, condition or warranty shall be limited to the minimum permitted by the Act of Parliament.

Ordering products or services

Any order for any product or service displayed on this site must until further advised be placed directly with Tamworth Taxis store. Prices of products and services and delivery and other charges displayed on this website are current at the time of placement on the website (errors and omissions excepted), but may change at any time and are subject to availability. The availability of products and services may change from time to time.

Links to other websites

This site may contain links to websites maintained by other companies and organisations. Tamworth Taxis does not make any representation as to the accuracy of information contained on those websites and will not accept any responsibility for the accuracy, ownership or any other aspect of the information contained on those websites. This website may also contain third party advertisements (including banner ads and referral buttons) which contain embedded hyperlinks to websites operated by third parties. All third party advertising is paid for by the relevant third party advertisers and the placement of third party advertisements on this website does not constitute a recommendation or endorsement by Tamworth Taxis of the products or services advertised. The third party advertiser is solely responsible to you for any representations or offers made by it.

Copyright

Unless otherwise indicated, copyright in the information on this website is owned by Tamworth Taxis. All rights are reserved. You may download a single copy of the information on this website and, where necessary for its use as a reference, keep a temporary copy in your computer's cache and make a single hard copy of that information. Except as permitted under the Copyright Act 1968 (Cth) or other applicable laws, no part of the information contained on this website may be otherwise reproduced, duplicated, copied, sold, re-sold, adapted, performed in public, transmitted in any form by any process (graphic, electronic or mechanical, including further copying, recording, taping or by a storage and information retrieval system) or otherwise exploited for any commercial purpose without the specific prior written consent of Tamworth Taxis. If you believe that you own the copyright in any work and that work is displayed on this website without your consent, please contact Tamworth Taxis and your complaint will be investigated.

Third party copyright and trademarks

Third party names, logos and icons identifying third party products and services referenced herein are trademarks or registered trademarks of their respective owners. All other product and/or brand or company names mentioned herein are copyrights and/or trademarks of their respective owners.

Virus warning

Tamworth Taxis does not represent that any information (including any file) obtained from or through this website is free from computer viruses or other faults or defects. It is your responsibility to scan any such information for computer viruses. Tamworth Taxis will not be liable to you or to any other person for any loss or damage (whether direct, indirect, consequential or economic), however caused and whether by negligence or otherwise, which may result directly or indirectly from any such information. To the extent that any applicable law that cannot be excluded imposes any liability on Tamworth Taxis, that liability shall be limited to the cost of re-supplying that information.

Release

You hereby waive, release, forgive, discharge and relinquish any and all claims that you now have or may have in the future against Tamworth Taxis, its related bodies corporate, directors, employees, agents and representatives which are connected with, arise out of, relate to or are incidental to any transaction.

Applicable law

These Terms and Conditions shall be governed by and construed in accordance with the laws of the State of NSW, Australia and the Commonwealth of Australia. You and Tamworth Taxis Limited agree to submit to the exclusive jurisdiction of the courts of the State of NSW, Australia or any Federal Court sitting in NSW. If any provision(s) of these Terms and Conditions is held by a court of competent jurisdiction to be contrary to law, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the parties with the other provisions remaining in full force and effect. Tamworth Taxis failure to exercise or enforce any rights or provisions of these Terms and Conditions shall not constitute a waiver of such right or provision unless acknowledged and agreed to by Tamworth Taxis in writing.

General

Any party engaging in illegal activities involving the use of this website will be subject to civil and criminal prosecution Tamworth Taxis cannot guarantee that it will be able to prevent any illegal or inappropriate use of this website, nor can Tamworth Taxis guarantee that it will give advance notice or warning of any illegal or inappropriate use of this website.