

TERMS AND CONDITIONS OF USE

In order to access and use this site you must be a "registered user" of this site. As a registered user of this site, your use of it, including offering, selling, bidding and buying on this site is subject to the terms set out in these Terms and Conditions of Use, and any other rules, guidelines and policies referred to in these terms (collectively, the "Terms"). By accessing or using this Skideal site you agree to be bound by the Terms as amended from time to time.

1. Transactions

Skideal operates to distribute and publish information on the sale of skiing equipment on line. Skideal has no control over and, to the extent permitted by law, makes no warranties in relation to, the suitability, quality, safety or legality of any items advertised for sale on this site. Skideal makes no warranties in respect of the accuracy of any listings on this site and makes no representation or warranty that goods are of merchantable quality, fit for the purpose intended, safe for the purpose intended, as described by the seller or owned by the seller. Skideal makes no warranties as to the ability of sellers and buyers to actually enforce or complete a transaction arising from the publishing service offered by Skideal. Skideal is not a party to any such transaction.

2. Rules

It is a term and condition of using this Skideal site that you warrant to Skideal that you will not use this site for any purpose (including if you are a seller, placing an ad) that is unlawful or prohibited by these Terms and Conditions. The intended use of the Skideal site is for personal and non-commercial use only.

No HTTP links are permitted from this site to any other website on the Internet. You must not impersonate any other person when submitting an advertisement, when bidding on any item, nor use another persons' registration when logging in to this site. You must not knowingly transmit any virus, worm, Trojan horse or other disabling feature to or via this site.

3. Alter or withdraw material

Skideal reserves the right to withdraw or alter any material provided to us if, in the reasonable opinion of Skideal the material is inappropriate, offensive, misleading or deceptive, defamatory, incorrect or in any other way in breach of these Terms, any law or third party rights. Skideal also reserve the right to select, edit, condense, determine the duration of, change the nominated "category" of, withdraw or refuse any advertisement.

4. Manipulation and improper use

You must not manipulate, or interfere with, any item or the price of any item advertised on this site. You must not include any links in any advertisement made on this site to, or describe, any items that are identical to items you have advertised on this site that are priced lower than the reserve or minimum bid that you have selected for your items on this site.

5. Fees

Fees are payable by you for use of the services available on this site. By placing an advertisement you accept the fee structure outlined in this clause and agree to pay these fees within seven (7) days of placing an advertisement.

Listing price Fee payable to Skideal

0 - \$299	\$12 - 50
\$300 - \$999	\$25 - 00
\$1,000 - \$9,999	\$45 - 00
\$10,000 +	\$90 - 00

Advertisements are valid for six (6) months. In the event the good is not sold within that time and the item is relisted, fees in accordance with the above schedule are payable for each subsequent listing.

6. Payment and Delivery

It is the responsibility of the seller and buyer to make suitable arrangements between them for the payment of the goods and for the delivery of the goods, the subject of any sale.

7. No Warranty

Whilst Skideal takes all reasonable care in compiling online advertising, the information on this site is provided 'as is' and no warranties or representations are made that the information is complete, current or free from errors or omissions. Skideal accepts advertisements in good faith on the basis of warranties provided by each seller. Skideal does not warrant nor represent that the products advertised on this site will be suitable for any particular purpose. It is the responsibility of the buyer to investigate the suitability, quality and condition of any goods advertised on this site, and verify any information found on this site, or provided by other users of this site before relying on it.

8. Skideals' liability

The terms that apply to Skideals' supply of this site are as set out in this document and those implied by consumer protection laws to the supply of this service that are unable to be excluded. No other terms apply.

Skideal accepts liability to you for breach of contract or negligence under the principles applied by the Courts of New South Wales. Skideal does not accept liability for losses that result from your use of our services in connection with the conduct of a business. If our liability cannot be excluded but can be limited under any legislation, we limit our liability to re-supplying, repairing or replacing the relevant goods (or payment of the cost of re-supply, repair or replacement) where it is fair and reasonable to do so.

Skideal is not liable for any loss to the extent it is connected with any dispute between you and one or more other users of this site, including in relation to transactions entered into with other users of this site. Skideal is not liable for any loss to the extent that it results from your failure to take reasonable steps to avoid or minimise your loss. Skideal is not liable for any loss caused by us failing to comply with our obligations to you where that loss is caused by

events outside our reasonable control (such as a malfunction in equipment or software, Internet access difficulties or delay or failure of transmission). Skideal is not liable for any loss caused by the alteration, withdrawal or restoration of any material in accordance with our terms and policies. By accepting these terms and conditions you hereby release Skideal from all claims, demands, damages, costs, penalties and liabilities whatsoever arising out of or in connection with a dispute between you and any other user of this site.

Other than as set out above Skideal, will not be liable to You for claims arising out of or in connection with your access and use of the Skideal site whether arising in contract, tort (including negligence), indemnity, strict liability, breach of warranty or statute; and for loss of use, production, profit, revenue, business, data, contractor anticipated savings or for delay or for any financing costs or increase in operating costs or any economic loss for any indirect or consequential loss or damage.

For the purposes of this section, the term Skideal will mean Skideal, its officers, employees, contractors and agents, whether individually or collectively.

9. Your liability

You are liable to us for breach of contract or negligence under the principles applied by the Courts. However, you are not liable to us for any loss to the extent that it is caused by us (for example through our negligence or breach of contract). You agree to indemnify us and our officers, employees and agents, against all claims, demands, damages, costs, penalties and liabilities caused by your breach of the Terms.

10. Termination, suspension and limitation of access

In the event you are in material breach of these terms and conditions at any time, we reserve the right to bar, suspend, terminate or limit your access to this site without prior notice to you.

11. Other rights to terminate, suspend or limit access

Skideal may suspend, terminate or limit your access to this site with as much warning as is reasonably possible in the event Skideal reasonably believe there is a real risk of loss or damage to Skideal or a third party if access is not suspended, terminated or limited (including credit risk resulting from a failure to pay any fees on time); the law requires Skideal to do so; it is believed on reasonable grounds that providing access to this site is illegal or may become illegal; there is an emergency; or Skideal has received a serious complaint or multiple complaints regarding your activity and/or membership.

12. Copyright

Copyright in the content on this site and in the site itself (as a compilation of information) is owned by Skideal. You may only copy or reproduce the Copyright Material for the purpose of browsing this site or making a copy for your own personal, private or research use, provided that such use constitutes fair use under the Copyright Act. You must not alter or modify the Copyright Material.

13. Access outside Australia

Skideal does not represent or warrant that the content on this site complies with the laws of any country outside of Australia. If you access this site from outside Australia, you do so at your own risk.

14. No Warranty

Skideal provides services with all reasonable care and skill and endeavours to ensure access to this site. However, access to this site may be interfered with by numerous factors, including those outside our control (such as malfunction in equipment or software, Internet access difficulties, or delay or failure of transmission). Accordingly, we do not warrant or represent that our services and/or your access to this site will be continuous, uninterrupted, timely, fault free, virus free or secure.

15. Changes to these Terms

From time to time, there may be changes to these Terms of Conditions. We may also need to change the Terms if we are required by law, for security reasons or for technical reasons. We may change the Terms at any time by posting the changed Terms on this site and by posting a notice to users on our homepage stating that a change has occurred.

16. Miscellaneous

Skideal and you operate as independent contractors and no agency, partnership, joint venture or employment relationship is intended or created by these Terms.

If Skideal does not act in relation to a particular breach of the Terms, this will not be treated as a waiver of any right to act with respect to subsequent or similar breaches.

17. Other organisations

Sellers must not make reference to sales or advertising with third party organisations or websites that offer to trade, sell or purchase goods or services outside of this site.

18. Intent to sell

Sellers must be prepared and willing to sell their item at the time of placing their ad. They must not advertise an item which is not intended to sell.

19. Email

In the event you email any material from the Skideal site to a friend, you warrant that that the person to whom the email is addressed has consented to the email being sent, and you indemnify Skideal against all actions, claims and demands (including the cost of defending or settling any actions, claims and demands) arising out of or in respect of sending any email or any contravention of the SPAM Act 2003 (CMth).

20. Jurisdiction

This Agreement is governed by and construed in accordance with the laws of the State of New South Wales.

21. Contact Skideal

For any questions, problems, or any need to contact us:

info@skideal.com.au