

Website Terms and Conditions

Welcome to excursionsafecheck.com.au (**our Site**).

Our Site gives you an opportunity to browse the Site provided by Guardian Systems Pty Ltd (ACN 698 277 986) (**we, us, our**).

These Terms and Conditions (**Terms**) govern your use of our Site and form a binding contractual agreement between us, and you.

These Terms are important and should be read carefully. Any questions about these Terms must be directed to us in writing at info@excursionsafecheck.com.au before using our Site.

Subject to any subsequent agreements you may be required to enter with us, these Terms constitute the entire agreement between you and us and supersedes all prior agreements, conduct, representations and understandings. You confirm you have not entered into this agreement on the basis of any representation that is not expressly incorporated into this agreement.

1 ACCEPTANCE OF TERMS

- 1.1 By browsing, accessing or using our Site, you acknowledge that you have read and understood these Terms and agree to be bound by it, and all our other terms and conditions and policies.

2 VARIATIONS TO TERMS

- 2.1 We reserve the right, in our sole discretion, to vary, change or amend any part of these Terms.
- 2.2 In that event, we will provide notice of the variation by publishing the updated Terms on our Site.
- 2.3 The updated Terms will be taken to have effect on the date of publication.
- 2.4 Your continued use of our Site constitutes your acceptance of the updated Terms and is taken as your agreement to be bound by these updated Terms.
- 2.5 Should you object or disagree to the Terms, your only remedy is to contact us at info@excursionsafecheck.com.au and immediately discontinue your use of our Site.

3 GENERAL DISCLAIMER

- 3.1 The educational, regulatory, safety or excursion related information made available on our Site is intended for information purposes only. Nothing on this Site purports to replace a school or educational organisation's own policies, procedures, risk assessments,

supervision, or duty of care responsibilities. Use caution and always seek professional advice before acting on any information that we provide.

- 3.2 We provide the information on our Site on an "as-is" basis and whilst every effort is taken to ensure the content provided on the Site is accurate, we make no representations and give no guarantees or warranties about the currency, suitability, reliability, availability, timeliness and/or accuracy of the content and the Site for any purpose.
- 3.3 It is your responsibility to independently verify the information made available on the Site.
- 3.4 Any template, document, guideline, forecast, recommendation, or educational, regulatory, safety or excursion-related information made by us on our Site are made on the basis of information that was available to us at the time.
- 3.5 You acknowledge and agree that we, our employees, affiliates and representatives are not responsible for decisions that you may make, or for any consequences, undesired or otherwise, that may flow from your engagement of the Site.
- 3.6 If our Site includes information from or about third parties, we do not warrant the quality or accuracy of that information.
- 3.7 This disclaimer does not exclude rights that may not be excluded by Law, including but not limited to, those rights under the *Australian Consumer Law*.

4 YOUR OBLIGATIONS

- 4.1 You must not use our Site to:
 - (a) provide or upload false or misleading information or create a false identity;
 - (b) hack into any part of our Site through password mining, phishing, or any other means;
 - (c) knowingly introduce viruses, Trojans, worms, logic bombs, spyware, malware or other similar material;
 - (d) circumvent our Site's structure, presentation or navigational function so as to obtain information that we have chosen not to make publicly available through our Site;
 - (e) act in a manner that negatively affects other users, including through a denial-of-service attack or a distributed denial-of-service attack;

- (f) transmit any unsolicited advertising, promotional materials or other materials that contain any solicitation with respect to products or services, unless expressly authorised by us; or
 - (g) attempt to modify, reverse engineer, or reverse-assemble any part of our Site.
- 4.2 Without limiting clause 4.1 above, you must comply with all applicable Laws, regulations, codes or standards when using our Site.

5 COPYRIGHT AND TRADE MARK NOTICES

- 5.1 All material on this Site, including (but not limited to) templates, information, text, documents, graphics, information architecture and coding (**Our Content**), is subject to copyright. While you may browse or print our Content for non-commercial, personal or internal business use, you must obtain our prior written permission if you would like to use, copy or reproduce it. Modification of our Content for any other purpose is a violation of our copyright and other proprietary rights and is strictly prohibited.
- 5.2 You acknowledge that you do not acquire any ownership rights by using the Site or our Content.
- 5.3 The trade marks, logos, and service marks displayed on our Site to denote our brand are either registered or unregistered trade marks of us (**our Marks**). Our Marks, whether registered or unregistered, may not be used in connection with any product or service that does not belong to us, in any manner that is likely to cause confusion with customers, or in any manner that disparages us.
- 5.4 Nothing contained on this Site should be construed as granting, by implication, estoppel or otherwise, any license or right to use any our Marks without our express written permission.
- 5.5 You agree that damages may be an inadequate remedy to a breach of these Terms and acknowledge that we will be entitled to seek injunctive relief if such steps are necessary to prevent violations of its intellectual property rights.
- 5.6 This clause survives termination of these Terms.

6 RIGHT TO SUSPEND AND TERMINATE USE OF OUR SITE

- 6.1 We reserve the right to suspend or terminate your use of the Site if you breach these terms, as determined by us in our sole discretion.

7 LIABILITY IS LIMITED

- 7.1 This Site is provided on an "as is" and "as available" basis and without any warranties, representations, or conditions of any kind, whether express, implied or statutory, to the extent permitted by Law. Subject to the other terms of this clause, we exclude all rights, representations, guarantees, conditions, warranties, undertakings, remedies or other terms in relation to the Services that are not expressly set out in these Terms to the maximum extent permitted by Law.
- 7.2 Without limiting the generality of clause 7.1, we expressly exclude any liability in contract, tort or otherwise for any injury, damage, loss, delay or inconvenience caused directly or indirectly by your use of our Site.
- 7.3 The disclaimers, limitations of liability and indemnities within these Terms do not exclude rights that may not be excluded by Law, including but not limited to, those rights under the *Australian Consumer Law*.
- 7.4 Subject to the other terms of this clause, we exclude any liability owed to you, whether in contract, tort (including negligence) or otherwise, for any special, indirect or consequential loss arising under or in connection with these Terms, including any loss of profits, loss of sales or business, loss of production, loss of agreements, loss of business opportunity, loss of anticipated savings, loss of or damage to goodwill or reputation or loss of use or corruption of data or information.
- 7.5 This clause applies to the fullest extent permitted by Law and shall survive termination of these Terms.

8 YOUR INDEMNITY

- 8.1 You agree to indemnify us and our officers, agents, partners, directors, shareholders and employees and subcontractors, against all actions, suits, claims, demands, direct losses, liabilities, costs, charges or expenses and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses suffered or incurred by us arising out of or in connection with:
- (a) your use of our Site;
 - (b) any breach of these Terms by you; and

(c) the enforcement of these Terms.

8.2 You must make payments under this clause in full without set-off or counterclaim, and without any deduction in respect of taxes unless prohibited by Law.

8.3 We are not responsible, and expressly limit our liability to the extent permitted by Law, which is without limitation to your rights under the *Australian Consumer Law*, for damages of any kind arising out of use, reference to, or reliance or use on any information contained within our Site.

8.4 This clause survives the termination of this agreement.

9 NO DISPARAGEMENT

9.1 At all times, you must not make any public or private statement or comment, whether oral or in writing, which in our reasonable opinion is knowingly false, misleading, defamatory or malicious or is in any respect a disparaging remark or representation about us and/or any of our services nor any statement that is false and does or has the tendency to damage our reputation of by any method including but not limited to any social media platform or review website anywhere in the world.

9.2 Should you breach this clause, you hereby indemnify us in accordance with clause 8 above.

10 LINKED WEBSITES, AFFILIATES OR SPONSORS

10.1 Any links to other websites on our Site, which are not operated by us are not controlled by us and we accept no responsibility for them or for any loss or damage that may arise from your use of them. Your use of any linked sites will be subject to the terms of use and service contained within each such site.

10.2 As affiliates of certain services, we may also receive compensation for recommending, endorsing or promoting services as featured on our Site or in the course of delivering our services. Any affiliation or sponsorship is for remuneration purposes only and is not an expression of our own recommendation, endorsement or promotion of those services which are not our own.

10.3 We make no representation or warranty as to the recommendations, endorsements or promotions we make of certain services, unless expressly stated otherwise. You acknowledge and agree that any remuneration or other non-monetary benefit we receive from our affiliated, endorsed or sponsored services is for the purposes of that affiliation, endorsement and sponsorship only. We expressly disclaim any liability arising from your use or reliance of any recommended, endorsed or promoted services by us which are not our own and caution you to make your own independent inquiry prior to any such use or purchase.

11 SEVERABILITY

- 11.1 If any provision of these Terms is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms, which shall remain in full force and effect.

12 NO ASSIGNMENT

- 12.1 You cannot transfer or assign your rights in accordance with these Terms, including any membership or registration with us, without our prior written consent.
- 12.2 We may assign or transfer our rights and obligations under these Terms at any time, upon prior written notice to you of at least 4 calendar weeks.

13 BINDING ON SUCCESSORS

- 13.1 These Terms shall be for the benefit of and binding upon the parties and their heirs, executors, successors and permitted assigns.

14 DISPUTE RESOLUTION

- 14.1 If a dispute arises between the parties in relation to these Terms, the dispute must be dealt with in accordance with this clause.
- 14.2 Any party claiming that a dispute exists must notify the other party to the dispute (**Second Party**) in writing of the nature of the dispute.
- 14.3 In the case of claims against us, all notices are to be provided to info@excursionsafecheck.com.au.
- 14.4 If the dispute is not resolved by agreement within 10 business days of the Second Party receiving the notice referred to above, either party may refer the matter to mediation conducted by a mediator agreed between the parties within a further 10 business days or failing agreement within that period, as appointed by the executive director for the time being of the Australian Commercial Disputes Centre Limited.
- 14.5 Once a mediator is appointed, the parties agree that:
- (a) The costs of the mediator shall be borne equally between the disputing parties.
 - (b) The chosen mediator shall determine the procedures for mediation.
 - (c) The chosen mediator will not have the power or authority to make any other determination in relation to the dispute.
- 14.6 If the parties have not mediated a resolution of the dispute within 10 business days of the selection of a mediator, neither party shall be obliged to continue any attempt at mediation

under this clause, and either party may then commence such legal proceedings as it considers fit in relation to the dispute.

14.7 Nothing in this clause prevents a party from commencing proceedings seeking urgent interlocutory relief from a court of competent jurisdiction to hear the matter, if, in that party's reasonable opinion, it is necessary to protect their rights.

14.8 Despite the existence of a dispute the parties must continue to comply with their obligations under the contract.

14.9 This clause survives termination of these Terms.

15 APPLICABLE LAW

15.1 These Terms shall be construed in accordance with and governed by the laws of New South Wales, Australia. You consent to the exclusive jurisdiction of the courts in New South Wales to determine any matter or dispute which arises between us.

16 YOUR FEEDBACK

16.1 We welcome enquiries or feedback on our Site. We treat any information you provide us with on our Site as non-proprietary and non-confidential. Please see our Privacy Policy for further details.

16.2 If you have questions or comments regarding this Site or our services, please email us at info@excursionsafecheck.com.au.

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