Underwriting Agencies Council Limited (ABN 70 082 030 751) ("UAC")

Website Terms of Use

Owner and Publisher

1. This website is owned by, and content is published by UAC.

Use of Site

2. You must not access, browse or use this website unless you agree to be bound by the terms and conditions set out below. You must not use this website or make a purchase from it unless you agree to these terms.
3. For an explanation of the practices and policies of UAC relating to the collection, use, and storage of information of users of this website, users should refer to the Privacy Policy of UAC on this website.
4. UAC will sell the goods and services described on this website to you in accordance with the Conditions of Sale of UAC.
5. UAC's current Website Terms of Use and Conditions of Sale are displayed on this website at all times.
6. UAC recommends that prior to using any downloaded file, you carry out an appropriate virus check. You should take appropriate action to ensure that your access to, and use of this website and other sites is protected against, and free from viruses, worms, trojan horses and other harmful and destructive material.
7. You agree to use this website only for purposes that are permitted by these Terms of Use, any applicable law or regulation and/or generally accepted practices or guidelines.
8. You agree that you will not engage in any activity that interferes with or disrupts this website or the servers and networks that host this website. You agree not to, or attempt to, circumvent, disable or otherwise interfere with security-related features of this website or features that prevent or restrict use or copying of any content or enforce limitations on the use of this website or the content.
9. You understand and agree that any suspected fraudulent, abusive or illegal activity may be referred to appropriate law enforcement authorities.
10. UAC may stop (temporarily or permanently) providing access to this website to you, or to guests or members generally, at its discretion and without prior notice to you.
11. UAC may in its sole discretion restrict your access to this website. If UAC does this, you may be prevented from accessing all or parts of the website, your account details or other content contained in your account. UAC will not be liable to you or any third party for doing so.
12. As electronic websites are subject to interruption or breakdown, access to this website is offered on an "as is" and "as available" basis only.
13. UAC may impose limits or restrictions on the use you may make of this website. Further, for security, technical, maintenance, legal or regulatory reasons, or due to any breach of these terms of use, UAC may withdraw this website, or change or remove website functionality at any time without notice to you.

UNDERWRITING AGENCIES COUNCIL

14. You are responsible for determining the validity, quality and relevance of any information, material or service accessed and to take appropriate independent advice before acting or relying on any of it to ensure that it meets your particular requirements.
15. You should report any error or omission in any information, material or service, via customer feedback.
16. This website may feature or display third party advertising or content. By featuring or displaying such advertising or content, UAC does not in any way represent that UAC recommends or endorses the relevant advertiser, its products or services.
17. UAC may at any time revise these terms and conditions by updating this website. By using this website you agree to be bound by all revisions and you should therefore periodically visit this page to determine the then current terms which govern your relationship with UAC.
18. This legal disclaimer is in no way limited or altered by any other terms or conditions on this website.

Content

19. The information contained on this website is current at the time of first publication and intended for general information only and should not be considered to be complete or definitive. It is not intended to be comprehensive.
20. UAC may make changes to the material on this site at any time without notice. UAC makes no commitment to update the materials on this site.
21. UAC makes no warranties or representations as to the accuracy or completeness of the text, graphics, links or other items contained in the material on, or downloaded from, this website.
22. Although UAC uses its best endeavours to confirm the accuracy of any information published on this website, you agree that UAC cannot be held responsible for inaccuracies or errors caused by incorrect information supplied to UAC or by manufacturers or suppliers changing product and service specifications without notice to UAC. You agree to make your own enquiries to verify information provided and to assess the suitability of products and services before you purchase.
23. Information on this website may contain technical inaccuracies or typographical errors. UAC accepts no responsibility for the accuracy of information that is provided by UAC on this website and use of such information is at your own risk.
24. UAC reserves the right to make changes at any time, without notice, to any element of the website. All content and functionality on this website is provided "as is" and without warranties of any kind by UAC, express or implied. You use this site at your own risk.
25. UAC may, at any time, add or remove content from this website without notice.
26. Any articles, information or content published on this website must be read subject to these terms.

UAC Liability

27. UAC is not liable for any errors in content, or for any actions you take in reliance on them.

UNDERWRITING AGENCIES COUNCIL

28. You agree not to hold UAC liable for any delays, inaccuracies, errors or omissions in content or material on the website, the transmission or delivery of such content or any loss or damage arising from use of the website or its contents and material. This includes, but is not limited to, the transmission of any computer virus.

29. UAC provides no representations or warranties, express or implied, including any implied warranties of fitness for a particular purpose, merchantability or otherwise in relation to any information provided by UAC on this website.

30. The use of the information on this website is at your own risk. To the extent permitted by law, UAC excludes all liability in respect of any injury, loss or damage arising out of, or related to, the use, or inability to use, the information on this website or provided through this website through email. This limitation of liability includes, but is not limited to, compensatory, direct, indirect or consequential damages, interruption of business, loss of data, income or profit, loss of, or damage to property, and third-party claims.

31. If UAC breaches any term, condition or warranty which is implied by law that cannot lawfully be excluded, the liability of UAC for a breach of the applicable term, condition or warranty is limited to, at the election of UAC:

32. the resupply of the relevant advice, service, recommendation or information; or

33. the payment to you of the cost of having the relevant advice, service, recommendation or information supplied again.

34. You agree to indemnify UAC and other persons involved in the creation of this website from all damages, losses, penalties, fines, expenses and costs (including legal costs) which arise out of or relate to your use of this website, any information that you provide via this website or any damage that you may cause to this website. This indemnification includes, without limitation, liability relating to copyright infringement, defamation, invasion of privacy and trade mark infringement.

35. UAC may promote, advertise or sponsor functions, events, offers, competitions or other activities which may be conducted online or offline and which may be conducted by third parties. These activities may be subject to separate terms and conditions. You participate in any such activities entirely at your own risk. UAC does not accept any responsibility in connection with your participation in activities conducted by any other party.

Intellectual Property

36. UAC owns, or uses with permission, the copyright in all material on this site and the material may only be used as permitted by these terms and conditions.

37. UAC logos are registered trade marks and you must not use or copy the logos without the prior written consent of UAC.

38. You acknowledge that any intellectual property rights, including graphics, logos, trademarks, distinctive brand features, design, text, icons, the arrangement of them, sound recordings and all software relating to this website, are owned by the UAC and that these remain the property of UAC and must not be used in any manner without the prior written consent of UAC. These intellectual property rights are protected by Australian and international laws and nothing in these Terms of Use gives you a right to use any of them.

UNDERWRITING AGENCIES COUNCIL

39. You may view this website and its contents for personal and non commercial use only and subject to the Copyright Act 1968 (Cth) and similar legislation, you may not in any form or by any means reproduce, modify, distribute, store, transmit, publish or display within another website or create derivative works from any part of this website or commercialise any information obtained from any part of this website without the prior written consent of UAC or, in the case of third party material, from the owner of the copyright in that material.

40. You may not modify or copy the layout or appearance of this website nor any computer software or code contained in this website, nor may you decompile or disassemble, reverse engineer or otherwise attempt to discover or access any source code related to this website.

41. UAC does not want to receive confidential or proprietary information from you through this website. All information or material sent to UAC will be deemed not to be confidential. You grant UAC an unrestricted irrevocable licence to use, reproduce, display, perform, modify, transmit and distribute that information or material, for any purpose.

42. If you correspond or otherwise communicate with UAC, you automatically grant to UAC an irrevocable, perpetual, non-exclusive, royalty-free, world-wide licence to use, copy, display and distribute the content of your communication and to prepare derivative works of the content or incorporate the content into other works in order to publish and promote such content. This may include, but is not limited to, publishing testimonials on this website and developing your ideas and suggestions for improved products and services.

Products and Services Offered For Sale

43. Images of goods published in this website without any advertised price beside that image are not offered for sale.

44. Photographs are for illustrative purposes only and may vary from goods depicted or described.

Secure Data and Transmissions

45. UAC cannot guarantee that any data transmission is totally secure, free from viruses, fault or other conditions which could damage or interfere with your computer systems and UAC does not warrant that your access to the website will be uninterrupted, error free or that any defects will be corrected.

46. Whilst UAC takes precautions to protect information, UAC does not warrant and cannot ensure the security of any content or information you transmit via the website. You therefore transmit to the website at your own risk. However, once UAC receives your transmission, UAC will take reasonable steps to preserve its security. If you become aware of any problems with the security of the website, please contact our Chief Executive Officer immediately.

47. You must take your own precautions to ensure that the process which you use to access the website or any website does not expose you to the risk of viruses, malicious computer code or other forms of interference which may damage your own computer system. For the avoidance of doubt, UAC does not accept any responsibility for any interference or damage to your own computer system which arises in connection with your use of this website, any website or any linked website.

UNDERWRITING AGENCIES COUNCIL

Cookies

48. Cookies may be used on this website to gather data in relation to this website and you consent to this (although you may be able to disable cookies on your web browser).

Jurisdiction

49. This agreement is governed by and construed in accordance with the laws of New South Wales. You irrevocably and unconditionally submit to the non-exclusive jurisdiction of the courts of New South Wales. If any provision of this agreement is found to be invalid or unenforceable by a court of law, such invalidity or unenforceability will not affect the remainder of this agreement, which will continue in full force and effect.

UNDERWRITING AGENCIES COUNCIL

Conditions of Sale

1. About The Website

1.1. Your purchase of goods or services from this website is subject to these Terms and Conditions of Sale ("Terms") and the Terms of Use. If you do not accept these Terms, you must refrain from making a purchase from this website.

1.2. You and UAC may enter into a sale contract for the sale and supply of products, by you making an offer to UAC via the website, to purchase goods at the specified price, subject to these Terms.

2. Definitions

2.1. In these terms:

- "you", "user", "member", and "guest" means anyone who visits and/or uses this website.

- a reference to a "third party" in these terms includes a reference to any agent or contractor of UAC and any person engaged in the creation, provision or maintenance of the website or in the fulfilment of Orders made through the website,and includes any of them.

- a reference to the "websites" means the website at www.uac.org.au

- "Order" means an offer made by you in response to an invitation to treat made by UAC via the website.

3. User Agreement

3.1. By accessing and/or using the website, you accept these terms and agree to be bound by them, and an agreement is formed between us and you.

3.2. These Terms may be amended at any time without notice and your access to this website may be terminated at any time without notice. Your continued use of the website following such amendment of these Terms will represent an agreement by you to be bound by these Terms as amended. We recommend you review the terms for amendments each time you use the website and before placing any Order. Should we choose to provide you with notice of amended terms, you agree to receive email notification of the amendments from us or our third party.

4. Guests and Registered Users

4.1. You may access and/or use the website as a guest if you are a Member of UAC.

4.2. You must not use another Members' account without permission.

4.3. You must keep your password secure as you are responsible for any activity on your account. You agree to notify us immediately if you become aware of any security breach or any unauthorised use of your password or account.

4.4. If you forget your password you may click on the relevant link located on the website and we will email you a new password, or you may contact admin@uac.org.au.

4.5. We reserve the right to terminate a member's account without notice for any reason whatsoever including without limitation, if you have breached or we suspect you have breached these terms.

5. Legal Capacity

5.1. You must be eighteen (18) years of age or over to register as a member of the website or purchase products from the website.

5.2. Any Order and/or purchase made by you using this website is an acknowledgement by you that you:

(a) are over the age of eighteen (18) years;

(b) accept these terms;

(c) agree that you have entered into a legal contract with UAC in relation to these terms; and

(d) these terms, together with your order, constitute the entire agreement between you and UAC for the supply of products.

5.3. UAC reserves the right to take legal action and seek compensation from the parent or guardian of a minor who causes an order to be placed, for any loss or damage UAC may suffer as a result of a transaction entered into by a minor.

6. Orders

6.1. Please choose carefully as refunds are not normally provided where you have simply changed your mind, made a wrong selection or simply found the item cheaper elsewhere. We recommend you carefully preview any proposed Orders before adding them to your shopping cart and proceeding with your Order.

6.2. Representations of products for sale made by UAC Online via the website do not constitute an offer to sell but an invitation to treat.

6.3. You and UAC may enter into a contract for the sale and supply of products by you making an offer via the website to purchase a product at the price advertised on the website by:

(a) placing an electronic Order for the products using the website;

(b) you confirming the Order details in accordance with the procedure on the website;

(c) you making payment in full (plus any applicable delivery charges) on the website; and

(d) the acceptance of that offer by UAC.

6.4. When entering into a sale contract via the website, you will be taken to have communicated your offer to purchase the product(s) only when:

(a) any requirements set out in these terms have been met;

(b) the electronic instruction containing the offer from you enters and is recorded in our database;

(c) a record is created and stored in our database; and

(d) UAC receives in its account full payment from you for the product (including any applicable delivery and handling charges) and confirmation of that payment is received by our database.

6.5. You acknowledge that:

(a) the transmission of your offer or the confirmation of any payment, made through an electronic instruction may not be received by UAC for reasons beyond either parties' reasonable control including but not limited to, electronic failure, mechanical, software, computer, or telecommunications, or the omission or failure of third party website providers or systems;

(b) to the extent permitted by law, UAC is not liable to you in any way for any loss or damage at all and however caused, arising directly or indirectly in connection with the transmission of an electronic instruction through the website, or any failure to receive an electronic instruction for whatever reason;

(c) UAC may act on and process all completed electronic instructions transmitted or issued through the website without further consent from or reference to you; and

(d) UAC may treat an electronic instruction as authentic and is under no obligation to investigate the authenticity or authority of persons issuing or transmitting such electronic instructions, or to verify the accuracy and completeness of such electronic instructions.

6.6. You will receive an email from UAC as soon as practicable after you have confirmed your Order and made payment. If you have any questions regarding your Order you may contact admin@uac.org.au.

6.7. If your Order is not accepted by UAC, UAC will notify you by telephone or email and arrange for a full refund of any payment made by you to be processed.

6.8. UAC may, in its sole and absolute discretion, accept or reject any offer made by you for any reason (or no reason), including an error in the advertised price for, or description of, the products on the website, or an error in your Order.

6.9. Any representations made about stock availabilities are accurate to the last known stock level and are subject to change. If UAC cannot supply a particular product, UAC will notify you by telephone or email as soon as possible.

6.10. UAC will be deemed to have accepted your Order on the first to occur of issue to you by email of a tax invoice for the sale and the fulfilment of your Order.

7. Price

7.1. Prices shown are in Australian dollars and include GST where applicable. Prices may not include delivery and handling charges. Prices are subject to change.

7.2. Each published saving in respect of a product is by reference to the lower of the recommended retail price of the manufacturer or the normal ticketed price of UAC.

7.3. Images of products shown without any advertised price beside that image are not offered for sale.

7.4. Unless otherwise stated, any accessories shown in any image of products are not included in the price.

UNDERWRITING AGENCIES COUNCIL

7.5. We reserve the right to correct any errors published on the website.

8. Payment

8.1. All payments must be made in full prior to delivery.

8.2. Payments must be made via the TNS or PayPal secure payment gateway facilities accessible via the website and will be subject to any terms and conditions of these providers.

9. Supply and Delivery

9.1. Subject to you complying with these Terms and acceptance of your Order by UAC, UAC will sell and supply the products to you as shown on your Order confirmation.

9.2. Products may not be available for immediate delivery. UAC will endeavour to deliver your Order to you within ten (10) days of the date you placed your Order.

10. Delivery by Post or Carrier

10.1. The terms of this clause apply where you select to have your goods delivered to a specified address.

10.2. The delivery address must be an address within Australia and cannot be a freight forwarding location. Deliveries cannot be made to PO Boxes.

10.3. On acceptance of your Order by UAC, your Order will be dispatched to your specified delivery address generally within 10 business days of the date you placed your Order.

10.4. If you Order large or bulky items, UAC Online will contact you by telephone or email to arrange with you a suitable time for delivery.

10.5. You will be required to be available in person to accept delivery of your Order.

10.6. If you wish to change the delivery date or delivery address you must contact the office of UAC admin@uac.org.au at least 48 hours prior to the dispatch of your Order.

10.7. UAC will use its best endeavours to deliver your Order within any stated timeframes for dispatch, however UAC does not warrant that these timeframes will always be met, as many factors may affect these timeframes.

10.8. You must advise at the time you place your Order via the website or later when you discuss delivery with UAC, of any difficulties that may be involved in the delivery (such as stairs or narrow entries). If you do not state the situation correctly and on arrival the delivery contractor deems it to be a difficult location you will be liable for any extra charges including redelivery fees and the cost of an extra person to assist.

10.9. UAC cannot and will not accept responsibility for delivery failures or delays by our third party delivery contractor.

11. Title and risk in goods

11.1. Title and risk in the products, such as loss and damage, pass to you on delivery or collection, as the case may be.

12. PayPal and credit card fraud

12.1. The website employs the latest in Secure Sockets Layer technology from Comodo, TNS and PayPal secure payment gateway to secure our payment systems.

12.2. To the extent permitted by law, each of UAC, and their related bodies corporate will not be responsible for any damages or consequential losses (whether direct or indirect) suffered by a user where a credit card or PayPal account is fraudulently used or is used in an unauthorised manner.

13. Disclaimer and Indemnity

13.1. To the extent permitted by law, each of UAC and each of their related bodies corporate exclude all liability to you or anyone else for loss or damage of any kind (however caused or arising) relating in any way to the website including, but not limited to, loss or damage you might suffer as a result of:

(a) errors, mistakes or inaccuracies on the website;

(b) you acting, or failing to act, on any information contained on or referred to on the website and/or any linked website;

(c) personal injury or property damage of any kind resulting from your access or use of the website;

(d) any unauthorised access to or use of the websites secure servers;

(e) any interruption or cessation of transmission to or from the website;

(f) any bugs, viruses, trojan horses or other harmful code or communications which may be transmitted to or through the website by any third party; and/or

(g) the quality or fitness for any purpose of any linked sites.

13.2. Except as expressly provided in these terms, and to the fullest extent allowed by the law, UAC and its third parties will not be liable for any direct, indirect, special, incidental or consequential damages arising out of your access to or use of the website.

13.3. You will at all times indemnify, and keep indemnified, UAC, and each of their related bodies corporate, including their directors, officers, employees and agents from and against any loss (including reasonable legal costs and expenses on a full indemnity basis) or liability incurred or suffered by you or by any of them arising from any claim, demand, suit, action or proceeding by any person against you or them where such loss or liability arose out of, in connection with or in respect of your conduct or breach of these terms.

13.4. This clause is not intended to exclude or limit any rights which you may have under the Competition and Consumer Act 2010 (Cth).

14. Damaged or Faulty Products and Refund Policy

14.1. If any product ordered by you arrives damaged or is not of acceptable quality you may have:

(a) rights under the Refund Policy;

(b) legal rights and remedies in Australia under the Competition and Consumer Act 2010 and other rights under other consumer laws applying in each Australian State and Territory; and/or

(c) to have the product repaired or replaced or to receive a refund of the price paid by you for the product.

14.2. Please choose carefully as UAC will generally not provide you with a refund or exchange simply because you changed your mind or the product was not what you expected.

14.3. If your Order arrives damaged, please contact admin@uac.org.au.

15. Privacy and Personal Information

15.1. Our Privacy Policy available on this website explains how your personal information is collected and managed in accordance with the Australian Privacy Principles in the Privacy Act 1988 (Cth).

15.2. The privacy of your personal information is important to UAC.

15.3. UAC and its third parties may collect personal information directly from you when you register as a member of the website, when you place an Order, or when you contact Jenny Bax. Personal information may include your name, residential and/or postal address, telephone number and email address.

15.4. Your personal information is not collected if you only browse this website.

15.5. Online payments are handled by TNS and Paypal. UAC Online does not store your credit card or banking details. Please check the www.tnsi.com and paypal.com.au websites for details of their privacy policies and security measures.

15.6. Each of UAC and their related bodies corporate and their authorised third parties, may use your personal information for the purposes for which you give it to any of them and for their own internal purposes. You agree that UAC and/or its third party may use your email address to send you messages concerning your membership account, any Orders you place and information about the products sold via the website that UAC thinks may be of interest to you. If you would prefer not to receive promotional or other material from UAC or its third parties, please let us know and UAC Online will respect your request. You also agree that UAC may contact you by telephone to arrange delivery or collection of your Order.

15.7. You may request UAC Online to remove your personal information from its database by emailing admin@uac.org.au.

15.8. For further details about UAC online privacy practices please view the Privacy Policy on this website. Should you have any questions concerning your privacy, please contact admin@uac.org.au.

16. Force Majeure

16.1. UAC will not be liable for any delay in performing any of their obligations if such delay is caused by circumstances beyond their reasonable control, including but not limited to, failure of or interruption in the provision of essential services such as electricity supply, bank payment systems or postal deliveries.

17. Governing Law

17.1. These terms will be governed by and interpreted in accordance with the laws of New South Wales, Australia and you irrevocably submit to the non-exclusive jurisdiction of the Courts of New South Wales, Australia. If any provision of these terms is found to be invalid or unenforceable by a court of law, such invalidity or unenforceability will not affect the remainder of this agreement, which will continue in full force and effect.

17.2. If you access the website in a jurisdiction other than New South Wales, Australia, you are responsible for compliance with the laws of that jurisdiction, to the extent that they apply. UAC makes no representations that the content of the website complies with the laws of any country outside Australia.

18. Severability

18.1. If any part of these terms are void, invalid, unlawful or unenforceable then that provision or part will be deemed to be severed from these terms and the remaining terms and provisions of these terms will remain in force and constitute the agreement between you and UAC.

19. Waiver

19.1. The failure by UAC to exercise or enforce any right or provision under these terms will not constitute a waiver of such right or provision. Any waiver of any provision under these terms will only be effective if it is in writing and signed by UAC.

Version

This Website Terms and Conditions of Sale Policy was last updated on **1 November 2026**.