

## **Terms and Conditions**

The following provisions govern your use of Master Builders SA Find a Builder / Find a Tradie / Get a Quote services that can be accessed from either [www.mbasacom.au](http://www.mbasacom.au) or [www.sabuildingdirectory.com.au](http://www.sabuildingdirectory.com.au) websites.

By using these websites, you agree to be bound by these Terms and Conditions which constitute a contract between you and Master Builders Association of South Australia Inc. otherwise known as Master Builders SA (ABN 61 183 783 305) of Level 1, 47 South Terrace, Adelaide, SA 5000 ("we" or "us").

If you do not agree to all of the provisions contained in these Terms and Conditions, DO NOT use this website. We reserve the right to revise and update these Terms and Conditions at any time. Please see our [Privacy Policy](#).

## **Submitting a Request to Quote**

You should be aware that personally identifiable information you choose to disclose on the websites may be used by third parties and such use is beyond our control.

You must not post any information which (i) is libellous, defamatory, obscene, offensive, sexually explicit, fraudulent, false, unlawful, or contrary to the ownership or intellectual property rights of any other person, or (ii) contains any virus, worm, trojan or other code which is contaminating or destructive to the files, data or programs of the websites or any of our users operated by Master Builders SA.

We may deny you access to all or part of the [sabuildingdirectory.com.au](http://sabuildingdirectory.com.au) website suspend and/or cancel the membership to Master Builders SA if we, in our reasonable discretion, determine that you have engaged in conduct that violates any law or any provision of these Terms and Conditions or is otherwise inappropriate. We will not be liable for any loss of profit or business opportunity that may result from the suspension or cancellation of your service account.

## **Disclaimer**

To the extent permitted by law, our liability for failure to comply with a Consumer Guarantee is limited (at our option) to: (a) in the case of goods supplied to you, to the replacement of the goods or the supply of equivalent goods (or the payment of the cost to you of the replacement or supply), or the repair of the goods (or the payment of the cost to you of the repair) and (b) in the case of services supplied to you, the supply of the services again, or the payment of the cost of having the services supplied again.

Subject to the Consumer Guarantees: (a) the website is provided on an 'as is, with all faults and as available' basis and to the extent permitted by law without any warranties of any kind, either expressed or implied, including without limitation any implied warranties of merchantability, fitness for a particular purpose, warranties of title or non-infringement, or warranties arising from course of dealing or custom of trade; (b) we make no representation or warranty that any content of the website is accurate, complete, appropriate, reliable or timely; and (c) we also make no representation or warranty that your access to the website will be uninterrupted, secure, error-free, free of viruses or unauthorised code or other harmful components.

We reserve the right to discontinue operating the [sabuildingdirectory.com.au](http://sabuildingdirectory.com.au) website at any time without notice.

**Use of the [sabuildingdirectory.com.au](http://sabuildingdirectory.com.au) website or Find a Builder / Find a Tradie or Get a Quote service via [mbasa.com.au](http://mbasa.com.au)**

Except as required by the Consumer Guarantees, your use of the websites is at your own risk. You are responsible for taking all precautions you believe necessary or advisable to protect you against any claim, damage, loss or hazard that may arise by virtue of your use of the websites. Neither we nor anyone else involved in creating, producing or delivering of the websites or marketing materials contained therein assumes any liability or responsibility for the accuracy, completeness or usefulness of any information provided therein, nor, to the extent permitted by law, shall any of them be liable for any direct, indirect, incidental, special, consequential or punitive damages arising out of your use of, or inability to use, the websites.

You must not use any means of automatically searching or mining data from the websites or in any way interfere or attempt to interfere with the proper operation of the websites.

You agree not to take any action that imposes an unreasonable burden on our infrastructure or otherwise tampers or interferes with the websites, our systems or data or those of any third party via the websites.

Here at Master Builders SA, we strive to provide valuable and accurate information. The information used on the websites have come from sources that we believe our reliable in providing information that is correct at the time. However, in view of the possibility of an error occurring on the websites neither we nor any other party involved in the preparation of material contained warrants that the information contained therein is in every respect accurate or complete, and, to the extent permitted by law, they assume no responsibility for any errors or omissions or for the results obtained from the use of such material. You are encouraged to confirm the information contained therein with other sources.

The information is not intended in any way to be a substitute for professional advice. Neither the content nor any other service offered through the websites is intended as professional advice.

We recommend that you check the certification and/or licensing of any professional or other service provider with Consumer & Business Services ([www.cbs.sa.gov.au](http://www.cbs.sa.gov.au)) or authority.

You should satisfy yourself as the competence, solvency, insurances and licensing of anybody you decide to retain as a result of a connection made through our services, including Find a Builder / Find a Tradie or Get a Quote service.

Under no circumstances shall we be liable for any damages whatsoever as a result of losses caused to you by a person or entity that you retain as a consequence of using our directory or services.

The websites may contain links to websites operated by third parties. The linked sites are not under our control and we are not responsible for the contents of any linked site or any link contained in a linked site or any changes or updates to such sites. The appearance of any product, service or website link on the websites does not imply endorsement, approval or warranty by us and we disclaim all liability with regard to any such products, services or website links.