

TERMS & CONDITIONS

DEFINITIONS

“Provider” means Rawlinsons (W.A.) Pty Ltd ATF the Rawlinsons Roberts and Partners Unit Trust ABN 22 195 872 957 ACN 623 270 575.

“Products” means Hardcopy publications including the Rawlinsons Australian Construction Handbook, Construction Cost Guide and Rawlinsons Process Engineering Handbook. As well as all Digital Subscriptions (including but not limited to Domestic Estimator, Estimator Suite+, Commercial Estimator and other future subscription tiers).

“Customer” means the purchaser or subscriber of any Product and any of the Users added by the Customer to use the Product.

“Subscription” means an annual digital access to a product tier.

AGREEMENT & ACCEPTANCE

By placing an order or subscribing, you agree to these terms. Acceptance occurs when Provider issues an order confirmation or subscription activation.

PRICING & TAXES

All prices are in Australian Dollars (AUD) and include GST where applicable, unless stated otherwise.

Subscription charges are for access rights only and do not transfer ownership of intellectual property.

PAYMENT METHODS

Online Payments

Hardcopy Products are processed online via Stripe (credit/debit card) at checkout.

Stripe is PCI DSS certified (industry standard for secure card payments).

Cardholder information is processed securely; Rawlinsons does not store full card details on its servers.

Subscription Payments

Subscription orders (e.g., Domestic Estimator, Estimator Suite+, Commercial Estimator) are processed via Stripe with card capture at time of order.

Payment must be completed before the subscription is activated.

Invoiced Orders

For approved accounts or institutional bulk orders, payments may be invoiced and processed via Xero:

Provider will issue a tax invoice through Xero.

Payment is due 21 days from invoice date unless otherwise agreed.

Accepted payment methods include Electronic Funds Transfer (EFT/BPAY), and where agreed, card payments via integrated Xero/Stripe links.

Rawlinsons Cost Data banking details are as follows:

Westpac Banking Corporation

Rawlinsons (W.A.)

BSB: 036062

ACC: 875923

REF: Invoice number

Rawlinsons (W.A.) reserves the right to pursue legal action to recover the debt should the account fall 90 days overdue, and no endeavour has been made to seek payment arrangements. Legal fees incurred in recovering the debt will be added to the overdue amount and payable by the client.

Subscription Billing & Renewal

All subscriptions are annual and commence on the date payment is received.

Renewal notifications are sent prior to expiry.

Where autorenewal is offered and accepted, Stripe will charge the card on file at the advised subscription rate on the renewal date.

Should the Customer decline to auto-renew then access will be revoked on the annual anniversary date.

DELIVERY

Hardcopy Publications: Registered express shipping via Australia Post.

REFUNDS & CANCELLATIONS

Hardcopy Publications

- Eligible for exchange or refund if returned in pristine condition within 30 days of delivery.

- Return postage cost is the responsibility of the Customer.
- Refund or exchange will be rejected should the product be returned damaged or altered.

Digital Subscriptions

Customers are entitled to a refund only if:

There is a major failure, such as:

- The digital subscription does not function as described
- Access cannot be provided or is materially defective
- The service is substantially different from what was advertised

Customers are not entitled to a refund if:

- They change their mind
 - Customer decides they no longer want it
 - Customer “just wanted to check the data”
 - Customer purchased the wrong tier
- They decide they no longer need the data
- They have accessed, viewed, exported or otherwise used the content
- They misunderstood the product after purchase (where the description was clear)

Digital Subscription Refund and Cancellation Statement

Digital subscriptions provide immediate access to proprietary cost data and services.

Once access has been granted, the subscription is deemed to have commenced. Refunds are not available for change of mind, early cancellation, or where the Customer has accessed, viewed, downloaded, exported or otherwise used the data.

Refunds will only be provided where required under Australian Consumer Law, including where there is a major failure with the service.

Where access has been provided, any cancellation will take effect at the end of the current subscription period, and no pro-rata refunds will be issued.

RESTRICTIONS ON USE

The customer may access and use the Products for internal reference by the Customer’s own personnel, accessed manually and in the ordinary course of preparing estimates, cost plans, or related professional advice.

The Customers must not, and must not permit any third party to:

- (a) extract, scrape, copy, download in bulk, or systematically reproduce Rawlinsons digital subscriptions by any automated, programmatic, or scripted means, regardless of the purpose or intended use of the extracted data;
- (b) access or retrieve Rawlinsons digital subscriptions in a manner, volume, or frequency inconsistent with ordinary manual reference by an individual user;
- (c) integrate, embed, or connect Rawlinsons digital subscriptions (including via API, automated retrieval, or AI-assisted tools) with any internal or third party estimating, quoting, or pricing tool or platform;
- (d) republish, resell, sub-licence, or otherwise make Rawlinsons digital subscriptions available to any third party, in whole or in part, in any form; and
- (e) use Rawlinsons digital subscriptions to train, fine-tune, or ground any machine learning or AI model or system.

Any use beyond this requires a separate written licence from Rawlinsons (W.A.) Pty Ltd. Breach of this clause constitutes a material breach of these Terms and may result in immediate termination or the Customer's access, without limiting any other rights or remedies available to the Provider, including under the Copyright Act 1968 (Cth).

SUSPENSION & TERMINATION

Provider may suspend or terminate access if payment is declined or overdue (including auto-renewal failures).

Termination for non-payment does not negate the Customer's obligation to pay for any subscription period already invoiced.

Provider may terminate access if a breach of the Restrictions on Use has been deemed to have occurred.

CHANGES TO TERMS

Provider may update these terms from time to time. Updated terms will apply from the date they are posted on the Provider's website or platform.

PRIVACY & SECURITY

Provider collects payment and user information necessary to process orders and manage subscriptions.

All personal data is handled in accordance with the Provider's Privacy Policy.

Stripe payment processing adheres to industry security standards.



CONTACT & SUPPORT

For payment queries, subscription issues or refund requests:

Hardcopy: orders@rawlhouse.com

Subscription: subscriptions@rawlhouse.com