

# Terms and Conditions

02 September 2014

## **In using this website you are deemed to have read and agreed to the following terms and conditions:**

The following terminology applies to these Terms and Conditions, Privacy Statement and Disclaimer Notice and any or all Agreements: "Client", "You" and "Your" refers to you, the person accessing this website and accepting the Club's terms and conditions. "The Club", "Ourselves", "We" and "Us", refers to Queanbeyan Golf Club. "Party", "Parties", or "Us", refers to both the Client and ourselves, or either the Client or ourselves. All terms refer to the offer, acceptance and consideration of payment necessary to undertake the process of our assistance to the Client in the most appropriate manner, whether by formal meetings of a fixed duration, or any other means, for the express purpose of meeting the Client's needs in respect of provision of the Club's stated services/products, in accordance with and subject to, prevailing Australian Law. Any use of the above terminology or other words in the singular, plural, capitalisation and/or he/she or they, are taken as interchangeable and therefore as referring to same.

## **Prohibited Use**

As a condition of your access to and use of the Club's Website and its services, you warrant and agree that you will not use the Website or its services for any purpose that is unlawful or prohibited by these terms, conditions, and notices. You may not use the Website or its associated services in any manner which could damage, disable, overburden, or impair the Website or interfere with any other party's use of the Website or its associated services. You must not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided through the Website.

You warrant that you will not modify, download, copy, distribute, transmit, or sell any information, products or services available on or obtained from the Website unless you have been granted express permission to do so or such permission is reasonably implied.

You agree not to:

- upload, post, list, link, e-mail or otherwise transmit any Content that is or may reasonably be considered unlawful, harmful, bullying, threatening, abusive, harassing, defamatory, vulgar, obscene, libellous, offensive, invasive of another's privacy, hateful or racially, ethnically or otherwise objectionable or discriminatory;

- impersonate or attempt to impersonate any employee, contractor, agent, official, affiliate, individual or entity, of the Club's, its subsidiaries, affiliates, clients, customers, successors or parents, or any individual or body officially connected to the Club's;
- utilise this Website for purposes that are or which may reasonably be construed as being unlawful or which may reasonably lead to unlawful activities;
- allow, enable or permit others to utilise this Website for purposes which may be unlawful or which may reasonably lead to unlawful activities;
- forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content transmitted through the Service; and
- upload, post, list, link, e-mail or otherwise transmit any Content that infringes any intellectual property rights, including, but not limited to, patents, trademarks, trade secrets or copyrights of any party;
- upload, post, list, link, e-mail, transmit or otherwise disclose any Content that is considered or may reasonably be considered confidential;
- upload, post, list, link, e-mail or otherwise transmit any unsolicited or unauthorised advertising, promotional materials, "junk mail", "spam", "chain letters", "pyramid schemes", or any other form of solicitation;
- upload, post, list, link, e-mail or otherwise transmit any material that contains software viruses or any other computer codes, files or programs designed to interrupt, damage, destroy or otherwise limit or degrade the functionality of any computer software, hardware, telecommunications equipment or program;
- disrupt the normal operation of the Website;
- interfere with or disrupt the Service or servers or networks connected to the Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Service;
- download, copy, capture, acquire or otherwise obtain, possesses and or distribute any material, including, but not limited to, pictures, photographs, videos, music, designs, sketches, storyboards, screenplays and scripts, without the express permission of the Club's;

- intentionally or unintentionally violate any applicable law or regulation including but not limited to, regulations promulgated by any securities exchange or statutory authority;
- utilise this Website for purposes that are or which may reasonably be construed as, or which may reasonably lead to or be linked to the committing of an act in violation of any applicable law or regulation, including but not limited to, regulations promulgated by any securities exchange or statutory authority;
- “stalk” or otherwise harass, bully, threaten or intimidate any person or Internet user.

## **Disclaimer**

### **Limitations & Liability**

The information on this website is provided on an "as is" basis.

Other than any responsibilities implied by law which cannot be excluded, you agree to indemnify and hold the Club, its members, affiliates, staff, employees, agents or other partners harmless from any claim or demand, including reasonable legal fees, whatsoever arising out of or referable to Material on this Website or to any Linked Third Party Material, whether in contract, tort including negligence, statute or otherwise.

Liability of the Club for a breach of a condition or warranty implied by law or otherwise, and which cannot be excluded, is limited to the extent possible, at the Club's option, to:

- a. the supply of the goods or services;
- b. the repair of the goods, or
- c. the payment of the cost of having the goods or services supplied again or repaired.

### **Availability**

Unless otherwise stated, the services featured on this website are only available within Australia, or in relation to postings from Australia. All advertising is intended solely for the Australian market. You are solely responsible for evaluating the fitness for a particular purpose of any downloads, programs and text available through this site. Redistribution or republication of any part of this site or its content is prohibited, including such by framing or other similar or any other means, without the express written consent of the Club. The Club does not warrant that the service from this site will be uninterrupted, timely or error free, although it is provided to the best ability.

### **Log Files**

We use IP addresses to analyse trends, administer the site, track user's movement, and gather broad demographic information for aggregate use. IP addresses are not linked to

personally identifiable information. Additionally, for systems administration, detecting usage patterns and troubleshooting purposes, our web servers automatically log standard access information including browser type, access times/open mail, URL requested, and referral URL. This information is not shared with third parties and is used only within this Club on a need-to-know basis. Any individually identifiable information related to this data will never be used in any way different to that stated above without your explicit permission.

## **Cookies**

Like most interactive web sites this Club's website [or ISP] uses cookies to enable us to retrieve user details for each visit. Cookies are used in some areas of our site to enable the functionality of this area and ease of use for those people visiting. Some of our affiliate partners may also use cookies.

## **Links to this website**

You may not create a link to any page of this website without our prior written consent. If you do create a link to a page of this website you do so at your own risk and the exclusions and limitations set out above will apply to your use of this website by linking to it.

## **Links from this website**

We do not monitor or review the content of other party's websites which are linked to this website. Opinions expressed or material appearing on such websites are not necessarily shared or endorsed by us and should not be regarded as the publisher of such opinions or material. Please be aware that we are not responsible for the privacy practices, or content, of these sites. We encourage our users to be aware when they leave our site & to read the privacy statements of these sites. You should evaluate the security and trustworthiness of any other site connected to this site or accessed through this site yourself, before disclosing any personal information to them. This Club will not accept any responsibility for any loss or damage in whatever manner, howsoever caused, resulting from your disclosure to third parties of personal information.

## **Copyright Notice**

Copyright and other relevant intellectual property rights exist on all text relating to the Club's services and the full content of this website.

This Club's logo is a trademark of this Club in Australia and other countries. The brand names and specific services of this Club featured on this web site are trade marked.

## **Communication**

We have several different e-mail addresses for different enquiries. These, & other contact information, can be found on our **Contact Us** link on our website or via Club literature or via the Club's stated telephone, facsimile or mobile telephone numbers.

This Club is registered in the state of New South Wales, Australia, ACN: 000 974 309, registered office Brown Street, Queanbeyan East, NSW, 2620.

## **Force Majeure**

Neither party shall be liable to the other for any failure to perform any obligation under any Agreement which is due to an event beyond the control of such party including but not limited to any Act of God, terrorism, war, Political insurgence, insurrection, riot, civil unrest, act of civil or military authority, uprising, earthquake, flood or any other natural or man made eventuality outside of our control, which causes the termination of an agreement or contract entered into, nor which could have been reasonably foreseen. Any Party affected by such event shall forthwith inform the other Party of the same and shall use all reasonable endeavours to comply with the terms and conditions of any Agreement contained herein.

## **Waiver**

Failure of either Party to insist upon strict performance of any provision of this or any Agreement or the failure of either Party to exercise any right or remedy to which it, he or they are entitled hereunder shall not constitute a waiver thereof and shall not cause a diminution of the obligations under this or any Agreement. No waiver of any of the provisions of this or any Agreement shall be effective unless it is expressly stated to be such and signed by both Parties.

## **Jurisdiction**

The laws of the Commonwealth of Australia govern these terms and conditions. By accessing this website you consent to these terms and conditions and to the exclusive jurisdiction of the Australian courts in all disputes arising out of such access

## **General**

If any of these terms are deemed invalid or unenforceable for any reason (including, but not limited to the exclusions and limitations set out above), then the invalid or unenforceable provision will be severed from these terms and the remaining terms will continue to apply. Failure of the Club to enforce any of the provisions set out in these Terms and Conditions and any Agreement, or failure to exercise any option to terminate, shall not be construed as waiver of such provisions and shall not affect the validity of these Terms and Conditions or of any Agreement or any part thereof, or the right thereafter to enforce each and every provision. These Terms and Conditions shall not be amended, modified, varied or supplemented except in writing and signed by duly authorised representatives of the Club.

## **Notification of Changes**

The Club reserves the right to change these conditions from time to time as it sees fit and your continued use of the site will signify your acceptance of any adjustment to these terms. If there are any changes to our privacy policy, we will announce that these changes have been made on our home page and on other key pages on our site. If there are any changes in how we use our site customers' Personally Identifiable Information, notification by e-mail or postal mail will be made to those affected by this change. Any changes to our privacy policy will be posted on our web site 30 days prior to these changes taking place. You are therefore advised to re-read this statement on a regular basis.

**These terms and conditions form part of the Agreement between the Client and ourselves. Your accessing of this website and/or undertaking of a booking or Agreement indicates your understanding, agreement to and acceptance, of the Disclaimer Notice and the full Terms and Conditions contained herein. Your statutory Consumer Rights are unaffected.**