

WEBSITE TERMS OF USE

1. Acceptance

1.1. You have accessed and are using the Kooyong website owned and operated by Kooyong Lawn Tennis Club Inc (**Kooyong**) with the main address of www.kooyong.com.au and any and all sub-pages (**Website**).

1.2. By using and continuing to use the Website, you agree, without limitation or qualification to be bound by and to comply with these Terms and Conditions of use, disclaimers as amended from time to time (**Terms of Use**). Please read the Terms of Use carefully before using this Website.

1.3 These Terms of Use are in addition to any other terms and conditions that apply to the membership of or the sale of goods or provision of services by Kooyong. If you do not agree to be bound by these Terms of Use, then please immediately discontinue your use of the Website.

1.4 Kooyong may amend these Terms of Use from time to time without notice. Any amendment will be effective immediately upon being posted on the Website. Your continued use of the Website after any amendment becomes effective, will constitute your agreement to be bound by these Terms of Use, as amended.

2. Privacy Policy

2.1. Kooyong is subject to the provisions of the Australian *Privacy Act* 1988. The Act contains thirteen (13) Australian Privacy Principles that set standards for the handling of personal information.

2.2. Kooyong is committed to the privacy and the safeguarding of member's, visitor's and staff's personal information including but not limited to name, address, date of birth and contact details (Personal Information) provided by them to Kooyong. Any Personal Information will be protected to the extent reasonably practical.

2.3. Kooyong does not normally disclose Personal Information to any other organisation or person, without your consent, unless there is a legal requirement to do so.

(a) Kooyong may also disclose Personal Information to relevant authorities if it reasonably believes that there is a threat to an individual's life, health or safety, or public health or safety.

(b) If Kooyong has reason to suspect that unlawful activity has been, is being or may be engaged in, Personal Information may be used or disclosed as a necessary part of any investigation and reporting to relevant persons or authorities.

2.4. Kooyong may disclose the Personal Information to third parties that provide services under contract to Kooyong. These contracts require the third party to keep the Personal Information confidential and secure.

2.5. The Personal Information may be used by Kooyong for marketing purposes to improve our services and to provide you with the latest information about those services, any new related services, and promotions. If you do not wish to receive information about services and promotions, Kooyong, on request, will remove your name from mailing lists. You have a right to access the Personal Information that Kooyong may hold about you, including a right of correction of your information.

2.6. Kooyong will not charge a fee for you to access your Personal Information. If you require any further information, please contact the Kooyong on membership@kooyong.com.au.

2.7 For further details, please refer to Kooyong's Privacy Policy available at <http://kooyong.com.au/privacy-policy/>.

3. Disclaimer

3.1. The information provided on or contained in the Website (**Information**) is provided in good faith on an "as is" basis without warranty of any kind. Kooyong does not warrant, guarantee or make any representation regarding the accuracy, adequacy, reliability, completeness or timeliness of the Information or that it is suitable for your intended use.

3.2. You agree and acknowledge that you have not made known to Kooyong either expressly or by implication, and purpose of which you access the Website or the Information, and you have the sole responsibility of satisfying yourself they are suitable for your intended use.

3.3. The Information provided is of a general nature only and should not be used as the basis for making any decision, without consulting primary, more accurate, complete or timely sources of Information and relating it to your personal and financial circumstances.

3.4 The Website may contain historical Information that is not current and is provided for reference purposes only.

3.5 The Information does not constitute professional advice.

3.6 Kooyong does not warrant or represent that the Website and Information are free from human or mechanical error, technical inaccuracies or other typographical errors or defects. The use of the Website and the Information is at your own risk.

3.7 Kooyong reserves the right, in its sole discretion, to correct any errors or omissions in any portion of the Website or make any other changes to the Website, the materials and the products, programs, services or prices (if any) described on the Website at any time without notice and without liability

3.8. Kooyong gives no warranties, guarantees or representations that the Website is virus or firmware free. It is your responsibility to take your own precautions in this respect as Kooyong accepts no responsibility for any infection by virus or other contamination or anything which has destructive properties.

3.9 All warranties, representations and implied terms and any liability which may arise in relation to your access to the Website or the Information expressly excluded to the extent permitted by law.

3.10 Kooyong reserves the right to suspend or terminate your access to the Website at its sole discretion for any reason.

3.11 Kooyong will use reasonable endeavours to ensure that the Site is available continuously. However, Kooyong does not guarantee that access to the Website will be continuous or uninterrupted.

4. Limitations of Liability

4.1. To the maximum extent permitted by law, Kooyong, its directors, employees, contractors, representatives and members will in no way be liable to any party for any death, injury, loss or damage arising out of or related to the use of (or the inability to use) the Information, any opinions displayed on the Website, or any Information made available in response to any enquiries or the selection of goods or services.

4.2 In no event will Kooyong be liable to you for any direct, indirect, special, consequential or other damages that are related to the use of, or the inability to use, the content, materials, and functions of the Website or any linked Website, even if Kooyong is expressly advised of the possibility of such damages. If your use of the Website results in the need for servicing or replacing of any equipment, Kooyong will not be liable for those costs to the extent permitted by law.

4.3 Where liability cannot be excluded, to the extent permitted by law, any liability incurred by Kooyong is limited to the re-supply of the Information on the Website, or the reasonable costs of having the Information re-supplied.

5. Links to other websites

5.1. You may from time to time be able, through hypertext or other computer links, to gain access to other websites operated by Kooyong or its affiliates (**Linked Websites**) or other third parties (**Third-Party Linked Websites**).

5.2. If you use Third Party Linked Websites, they may have different terms of use.

5.3. If you decide to visit any Third-Party Linked Websites, you do so at your own risk, and it is your responsibility to take all protective measures to guard against viruses or other destructive elements. Kooyong is not a party to any transaction between you and a Third Party Linked Website.

5.4. Kooyong makes no warranty or representation regarding and does not endorse:

(a) any Third-Party Linked Websites;

(b) the information appearing on any Third-Party Linked Websites; or

(c) any of the products or services described on Third-Party Linked Websites.

5.5. Links to Third Party Linked Websites do not imply that Kooyong sponsors, endorses, is affiliated or associated with, or is legally authorised to use any material displayed in or accessible through the links.

5.6. If you use Linked Websites, they may have different terms of use, but if they do not then your use of them are subject to and on these Terms of Use.

6. Intellectual Property

6.1 The copyright on the Website is owned by Kooyong and/or its affiliates. All rights are reserved.

6.2 You acknowledge and agree that all content, coding, graphics, images, animations and Information available on this Website is or maybe protected by copyright, trademark or other intellectual property rights and laws.

6.3 No part of the Information (without limitation, whether words, graphics or pictures) displayed on the Website may be copied, reproduced, modified, republished, uploaded, posted, transmitted or distributed in any form or manner without Kooyong's prior written consent. However, you may download and print these Terms of Use for your personal non-commercial reference.

6.4 You expressly acknowledge that your use of the Website does not result in you gaining any right, title or interest to the Information or any other aspects of this Website.

6.5 Commercial use of the Website and the Information is expressly prohibited.

6.6 All trade marks and trade names (whether or not registered) which appear on this Website are proprietary to Kooyong and/or its affiliates or licensed to Kooyong. Use of these trade marks without the owner's consent will infringe the owner's intellectual property rights. Nothing in this Website should be interpreted as granting any rights to use or distribute any names, logos or trade marks except with the express written consent of the owner.

7. Spam

7.1 Any publication of Kooyong's email addresses on this Website is to facilitate communications relating to the goods and services supplied by Kooyong. It must not be inferred as consent by Kooyong to receive unsolicited commercial electronic messages.

8. Miscellaneous

8.1. By accessing and using this Website, you agree to submit to the exclusive jurisdiction of the courts of the State of Victoria which govern these Terms and Conditions. If you access this Website from other jurisdictions, you are additionally responsible for compliance with local laws.

8.2 If a provision (or part of it) is held to be enforceable or invalid, then it must be interpreted as narrowly as necessary to allow it to be enforceable or valid.

8.3 If a provision (or part of it) cannot be read down, then the provision (or part of it) must be severed from this Agreement and the remaining provisions (and remaining part of the provision) are valid and enforceable.

8.4 A party may exercise its rights at any time and does not waive those even if that party previously waived a breach or default of all or part of the same or other provision or delayed or omitted to exercise its rights.

8.5 A waiver is only effective if it is signed by the party granting the waiver and only to the extent set out in the waiver.

9. Refund Policy

9.1. In respect of any purchasers or payments which are made by you through the Website, over the phone, mail or directly at Kooyong's premises, you may be entitled to a refund on a case by case basis by contacting Kooyong directly or emailing membership@kooyong.com.au.

9.2. Subject to and without limiting any rights you may have under consumer legislation or other applicable legislation in relation to consumer guarantees or defective goods:

- (a) you must contact Kooyong within 30 days from the date of making a purchase or payment in order to seek a refund;
- (b) any and all refunds, unless entitled at law, are at the absolute discretion of Kooyong; and
- (c) if a refund is given by Kooyong it may be exclusive of any delivery costs or credit card fees.