



## Website General Terms and Conditions of Use

### 1. General

- 1.1 This are the general terms and conditions of use for the website which is managed by the Netball Club. In this document, we are referred to as the **Netball Club, we or us**.
- 1.2 We reserve the right to review and change the Terms by publishing the updated Terms on our Website. Those changes will take effect immediately when they are published.
- 1.3 While we will use reasonable efforts to notify members on significant changes to the Terms, it is your responsibility to check for updates of the current Terms by accessing them on our Website.

### 2. Definitions

- 2.1 When we use these words:
  - a. **Confidential or Personal Information** – Information that is personal in nature or for which the holder of the information is expected, or for which a reasonable person ought to have known they would be expected, to maintain a level of confidentiality, especially information that the owner has not granted the holder permission to use or information that is not available publicly.
  - b. **Content** – All of the Content in our Website, including but not limited to text, images, logos, icons, videos, audio, code and any other element. The term Content also includes any combination of the individual elements to produce the design, features and functionality of our Website.
  - c. **Terms** – These website general terms and conditions of use.
  - d. **Website** – The website at [www.example.com.au](http://www.example.com.au). The word Website includes all of the Content.

### 3. Your Access To and Use of Our Website

- 3.1 Your access to and use of our Website is subject to these Terms, which you accept and agree are fair and reasonable by continuing to access and use our Website.

- 3.2 Each time you use and access our Website, your actions show that you have read, understood and agree to be bound by the Terms. If you do not agree to be bound by the Terms, then you must stop accessing and using our Website.
- 3.3 Your access to and use of our Website is at your own risk and cost. We have no obligation to provide access to our Website on any particular device or provide the Content in any particular format. You should ensure that you access our Website only on a device that is able to access our Website and read the Content.
- 3.4 Our Website is provided on an “as is” basis at the time of your access and use, and without any guarantee, representation or warranty with respect to access and use.
- 3.5 These Terms do not limit or exclude any conditions, guarantees, representations or warranties set out by law which may not lawfully be limited or excluded.
- 3.6 Except as expressly stated in these Terms and to the extent permitted by law, all conditions, guarantees, representations and warranties in relation to the access and use of the Content and Website are excluded.
- 3.7 Except as expressly stated in these Terms and to the extent permitted by law, we will not be liable for any loss or damage whatsoever and howsoever caused (including but not limited to loss of revenue, loss of profits, loss of business, loss of reputation or goodwill) at common law, in contract or otherwise. This includes, but is not limited to, loss of data or unauthorized access to or use of our Website, viruses or damaging software, or any other loss or damage. © Copyright Support Legal Pty Ltd 2018
- 3.8 If we are found to be liable in relation to our Website, then you agree that our liability shall be limited to the cost of re-supplying the Content to you.
- 3.9 You indemnify us to the extent of our liability incurred by us whatsoever in relation to your use of any part of our Website (including any breach of these Terms).
- 3.10 If a dispute arises between you and us in relation to these Terms, then neither you or we may commence proceedings in a Court or Tribunal until:
  - a. The party claiming a dispute has provided the other party a written notice detailing the nature of the dispute and outcome requested to end the dispute,
  - b. Both parties attempt in good faith to resolve the dispute within 14 days of receiving the notice, by reaching an outcome that is mutually agreed,
  - c. If requested by either party, a genuine attempt at mediation has been made (with the costs to be borne equally between the parties), and
  - d. Despite complying with all parts in this clause, the dispute remains unresolved.
- 3.11 If any part of these Terms is void or unenforceable, then that part will be severed and the remaining Terms will be in full force.

