

In using this website you are deemed to have read and agreed to the following Terms of Use:

### Terminology

The following terminology applies to these *Terms of Use*, *Privacy Policy* and *Disclaimer*, *Copyright Notice* and any or all Agreements: "Client", "You" and "Your" refers to you, the person accessing this website and accepting this website's Terms of Use. "Our Business", "Ourselves", "We" and "Us", refers to this website. "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 this website's stated services/products, in accordance with and subject to, prevailing Australian Law in the Jurisdiction of the State of Queensland. 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.

### **Privacy Statement**

We are committed to protecting your privacy. Authorised employees within the this website on a need to know basis only use any information collected from individual customers. We constantly review our systems and data to ensure the best possible service to our customers. Parliament has created specific offences for unauthorised actions against computer systems and data. We will investigate any such actions with a view to prosecuting and/or taking civil proceedings to recover damages against those responsible. Refer to Privacy Policy.

# Confidentiality

Any information concerning the Client and their respective Client Records may be passed to third parties. However, Client records are regarded as confidential and therefore will not be divulged to any third party, other than as provided for in the Privacy Policy and if legally required to do so to the appropriate authorities. Clients have the right to request sight of, and copies of any and all Client Records we keep, on the proviso that we are given reasonable notice of such a request. Clients are requested to retain copies of any literature issued in relation to the provision of our services. Where appropriate, we shall issue Client's with appropriate written information, handouts or copies of records as part of an agreed contract, for the benefit of both parties.

We will not sell, share, or rent your personal information to any third party or use your e-mail address for unsolicited mail. Any emails sent by this website will only be in connection with the provision of agreed services and products.

### Disclaimer

Refer to Disclaimer.

# 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 website 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 website may use 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 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 from this website. Opinions expressed or material appearing on such websites is 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 website 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 the full content of this website. Refer to the *Copyright Notice*.

### Communication

We may several different e-mail addresses for different queries. These & other contact information can be found on our <u>Contact Us</u> link on our website. This website address is on the <u>Contact Us</u> page.

#### **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 human 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 of Use 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.

#### General

The laws of Australia in the Jurisdiction of the State of Queensland govern these Terms of Use. By accessing this website and using our services and buying our products you consent to these Terms of Use and to the exclusive jurisdiction of the State of Queensland Australian Courts in all disputes arising out of such access. 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 this website to enforce any of the provisions set out in these Terms of Use 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 of Use or of any Agreement or any part thereof, or the right thereafter to enforce each and every provision. These Terms of Use shall not be amended, modified, varied or supplemented except in writing and signed by duly authorised representatives of this website.

### Changes

This website 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. You are therefore advised to re-read this statement, the *Privacy Policy, Disclaimer* and *Copyright Notice* on a regular basis.

These *Terms of Use* 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 *Privacy Policy, Disclaimer, Copyright Notice* and the full *Terms of Use* contained herein. Your statutory Consumer Rights are unaffected.