

Kooyong Website Terms and Conditions

1. Acceptance

- 1.1. By using and continuing to use the 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**), you agree, without limitation or qualification to be bound by and to comply with these Terms and Conditions as amended from time to time and any other posted guidelines or rules applicable to the Website. All such guidelines and rules are hereby incorporated by reference into the Terms and Conditions.

2. Privacy Policy

- 2.1. Kooyong is subject to the provisions of the Privacy Act 1988. The Act contains ten (10) National 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 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.
 - (a) 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.
 - (a) 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 the Club 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.

3. Disclaimer

- 3.1. The content on the Website may contain inaccuracies and typographical errors and Kooyong does not warrant the accuracy or completeness of the content or the reliability of any advice, opinion, statement or other information displayed or distributed through the Website.
- 3.2. You acknowledge that any reliance on any such opinion, advice, statement, memorandum, or information shall be at your sole risk.
- 3.3. 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 in the Website at any time without notice.
- 3.4. The Website, the information and content of the Website, and the software made available on the Website (if any), are provided "as is" without any representation or warranty, express or implied, of any kind, including, but not limited to, warranties of merchantability, no infringement, or fitness for any particular purpose. Some jurisdictions do not allow for the exclusion of implied warranties, so the above exclusions apply only to the extent legally allowed.
- 3.5. Kooyong gives no warranties of any kind that the Website is virus or firmware free and you must 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.

4. Copyright

- 4.1. Content published on this Website including digital downloads, images, texts, graphics, and logos is the property of Kooyong and/or its content creators and protected by copyright laws. The entire compilation of the content found on this Website is the exclusive property of Kooyong, with copyright authorship for this compilation by Kooyong unless specifically stated otherwise.

5. Limitations of Damages

- 5.1. 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.

6. Third Party Sites

- 6.1. As a convenience to you, Kooyong may provide on the Website, links to websites operated by third parties (**Third-Party Websites**).

- 6.2. If you use Third Party Websites, you will leave the Website.
- 6.3. If you decide to visit any Third-Party 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.
- 6.4. Kooyong makes no warranty or representation regarding, and does not endorse:
- (a) any Third-Party Websites;
 - (b) the information appearing on any Third-Party Websites; or
 - (c) any of the products or services described on Third-Party Websites.
- 6.5. Links to Third Party Websites do not imply that Kooyong sponsors, endorses, is affiliated or associated with, or is legally authorised to use any trade mark, trade name, logo or copyright symbol displayed in or accessible through the links.

7. Applicable Law

- 7.1. You agree that the laws of the State of Victoria govern these Terms and Conditions and agreed that any dispute of any sort that might come between Kooyong and you will be subject to the jurisdiction of the courts in the State of Victoria.

8. Refund Policy

- 8.1. 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.
- 8.2. You must contact Kooyong within a reasonable period of time from the date of making a purchase or payment in order to seek a refund.
- 8.3. Any and all refunds, unless entitled to under consumer legislation or other applicable legislation are at the absolute discretion of Kooyong.
- 8.4. In the event that a refund is given by Kooyong it may be exclusive of any delivery costs or credit card fees.