

## Perth Hebrew Congregation Inc Website Terms and Conditions

### 1. Your acceptance

- 1.1 These are the terms and conditions (**Terms**) on which Perth Hebrew Congregation Inc (referred to as **PHC, we, our or us**) permits users (referred to as **you or your**) to:
- (a) access and use the PHC website (<http://www.theperthshule.asn.au/>) (**Website**) including using the services and functionality made available through the Website;
  - (b) place an order for products, services or both (including orders for merchandise, books, tickets to attend events and all other products and services offered for sale through the Website) (**Order**), or make a payment for PHC membership (**Membership Dues**) or a donation (**Donation**), through the online store (**Online Store**);
  - (c) view and interact with any content, information, communications, advice, text or other material provided by PHC (**PHC Content**); and
  - (d) otherwise communicate with PHC.
- 1.2 You agree to be bound by these Terms when you use, browse or access any part of the Website.
- 1.3 PHC may from time to time review and update these Terms including to take account of new laws, regulations, products or technology. We will give you notice of updated Terms by posting it on the Website or by email. Your use of the Website will be governed by the most recent Terms posted on the Website. By continuing to use the Website, you agree to be bound by the most recent Terms. It is your responsibility to check the Website regularly for updated versions of the Terms.

### 2. Changes to the Website

The Website is subject to change at any time without notice and may contain errors.

### 3. Payments

- 3.1 Payment for an Order, Membership Dues or Donation is made:
- (a) online through the Online Store for Membership Dues, Donations, and for Orders (if you elect to have your Order delivered to you) (**Online Payment**); or
  - (b) in person if you elect to pay and pick up your Order from our premises (**In Store Payment**).
- 3.2 PHC uses eWAY (<http://www.eway.com.au/>) to provide the payment services for the Website. For more information on eWAY's security processes, please visit their website at <http://www.eway.com.au/developers/about/technology>.
- 3.3 We accept Online Payment via eWAY using VISA and MasterCard credit cards. For In Store Payments, we accept VISA and MasterCard credit cards, EFTPOS and cash.
- 3.4 We only accept credit cards issued in Australia. The credit card holder must be either the billing or shipping recipient.

- 3.5 If you choose to pay by credit card, you authorise us to debit the amount that is payable for an accepted Order, Membership Dues and/or Donation from your nominated credit card account.
- 3.6 If we are unable to successfully process your credit card for your Order, Membership Dues and/or Donation that is accepted by us, then we may cancel your Order or Donation, or may not process your application for membership or renewal.
- 3.7 You must not pay, or attempt to pay, for Orders or Membership Dues or make Donations through any fraudulent or unlawful means.
- 3.8 We will provide you with a receipt at the time of confirmation of the Order, Membership Dues or Donation (in respect of Online Payments), (or if that is not possible for any reason, as soon as possible after confirmation of the Order, Membership Dues or Donation) or in store (in respect of In Store Payments) which specifies the total fees and charges for the products and services in your Order, Membership Dues or the Donation amount.
- 3.9 The specific terms and conditions of supply for any products or services purchased via the Website will be notified to you via the Online Store before you finalise your Order, Membership Dues or Donation. Your confirmation of any Order indicates your acceptance of those terms and conditions of supply, which will upon confirmation of the Order, Membership Dues or Donation be incorporated into these Terms in respect of that Order, Membership Dues or Donation.

#### **4. Refunds and returns**

##### **4.1 Refund or returns for Membership Dues or Donations**

Subject to any rights you may have under the Australian Consumer Law being Schedule 2 to the *Competition and Consumer Act 2010 (Cth)* (**ACL**), we generally do not offer refunds of payments for Membership Dues or Donations made to PHC, and the Board of the PHC, in its discretion, will determine whether such refunds will be provided.

##### **4.2 Refund or returns for event tickets**

- (a) Subject any rights you may have under the ACL:
  - (i) and subject to clause 4.2(c), PHC will refund event tickets if you contact us in writing at least 7 days prior to the date of the event;
  - (ii) and subject to clause 4.2(c), PHC will refund 50% of the event ticket price if you contact us in writing more than 3 days prior to the date of the event; and
  - (iii) PHC will not refund event tickets if you contact us within the 3 days prior to the date of the event.
- (b) You may transfer the ticket to another person with no charge, provided that you notify PHC of the transfer.
- (c) PHC may charge a reasonable fee to cover its administration expenses in respect of processing any cancellations.

### **4.3 Refund or returns for Orders and your rights under the ACL**

- (a) We are not required to provide a refund or replacement for Orders simply if you change your mind.
- (b) However, under the ACL you can choose a refund or exchange on items purchased if an item has a major problem. This is when the item:
  - (i) has a problem that would have stopped someone from buying the item if they had known about it;
  - (ii) is unsafe;
  - (iii) is significantly different from the sample or description; or
  - (iv) doesn't do what we said it would, or what you asked for and can't be easily fixed.
- (c) Alternatively, you can choose to keep the item and we will compensate you for any drop in value.
- (d) If the problem is not major, we will repair the item within a reasonable time. If it is not repaired in a reasonable time you can choose a refund or replacement.
- (e) Please keep your proof of purchase (eg your receipt).

### **5. PHC Content**

- 5.1 The Website is owned and operated by or on behalf of PHC.
- 5.2 The PHC Content on the Website is for general information and promotional purposes only. PHC does not warrant or make any representations as to any third party products or services described or referred to on the Website. Any use of the PHC Content by another person or organisation is at your own risk.
- 5.3 The PHC Content on the Website may be obtained and developed from a variety of sources including but not limited to collaborations with third parties and information provided by third parties under licence. Inclusion of PHC Content on the Website is not an endorsement of any organisation, product, service or advice.
- 5.4 All intellectual property rights, including copyright, in the Website and PHC Content are owned or licensed by PHC or any of its related entities. You must not copy, modify or transmit any part of the Website or PHC Content.
- 5.5 The Website contains trade marks, logos and trade names of PHC or third parties which may be registered or otherwise protected by law. You are not permitted to use any trade marks, logos or trade names appearing on the Website.
- 5.6 PHC grants you a non-exclusive and non-transferable licence to use the Website for your own personal use, subject to the restrictions specified in clause 6 and elsewhere in these Terms. It is not to be otherwise used for commercial exploitation.
- 5.7 If you have a complaint regarding any PHC Content, PHC's sole obligation will be to review any written complaint notified to it and, if it sees fit, in its sole discretion, to modify or remove the particular PHC Content.

## **6. Provision of general information only**

The Website, PHC Content and services made available through the Website offer generic information, which are designed for general informational purposes only. Any reliance or use of any information provided by or contained in the Website, PHC Content or services made available through the Website is solely at your own risk.

## **7. Prohibited uses**

You agree that in accessing and using the Website, you will not engage or attempt to engage in any activities that:

- (a) download (other than page caching) or modify the Website or any portion of the Website;
- (b) impersonate or falsely claim to represent a person or organisation;
- (c) are commercial, including selling, marketing, advertising or promoting goods or services;
- (d) frame the Website without PHC's express written permission;
- (e) post, link to, or otherwise communicate or distribute any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful material or information, or otherwise use the Website in a manner which is unlawful or would infringe the rights of another person including any intellectual property rights; or
- (f) post, link to, or otherwise communicate or distribute any material or information that we deem inappropriate.

## **8. Links and advertisements**

8.1 The Website may contain links to other websites. We have not reviewed all of the third party websites linked on the Website and are not responsible for and will not be liable in respect of their content or accuracy (including websites linked through advertisements). PHC provides those links as a ready reference for searching for third party information, goods and services on the internet and not as an endorsement, support or sponsorship of those web sites, their operators, the information, goods, services or content that they describe.

8.2 Facebook, Twitter, Instagram, YouTube and other third party websites which are linked to the Website, are not covered by these Terms, and may have their own terms and conditions and privacy policy. If you choose to access these third party linked sites, you do so at your own risk. PHC is not responsible for and will not be liable in respect of the content or operation of those websites or any of the goods, services or content that they describe. PHC is not responsible for and will not be liable in respect of any incorrect link to an external website.

## **9. Access and communication**

9.1 Subject to the consumer guarantees provided for in the ACL (as defined in clause 4.3(b)), PHC does not warrant that you will have continuous access to the Website.

9.2 PHC will not be liable if the Website is unavailable to you due to computer downtime attributable to malfunctions, upgrades, preventative or remedial maintenance activities, interruption in telecommunications supply or otherwise.

- 9.3 PHC does not guarantee the delivery or security of communications over the internet as such communications rely on third party service providers, and electronic communication (including electronic mail) is vulnerable to interception by third parties.

Whilst PHC takes reasonable precautions to protect information transmitted via the Website, PHC cannot and does not guarantee the security or confidentiality of these communications or the security of the Website.

- 9.4 PHC does not provide, and has no control over, communications, networks or services, the internet or other technology required or used across the Website and accepts no responsibility for any direct or indirect loss in any form associated with them, whether due to congestion, technical malfunction, viruses or otherwise.

## **10. Privacy**

- 10.1 Any personal information submitted by you (whether personal information of you or another person from whom you have the necessary consents to provide that personal information as contemplated in clause 10.2) to PHC will be used for the purposes contemplated by these Terms, including but not limited to:

- (a) processing your payments for any Order, Membership Dues or Donations;
- (b) making Donations and facilitating the receipt and acknowledgement of Donations;
- (c) providing you with goods and services for any Order you have made;
- (d) registration and administration of your attendance at events;
- (e) registration and administration of your PHC membership; or
- (f) communicating with you, including via email, regarding your Order, Membership Dues or Donations, or regarding other interactions you have with us via the Website.

- 10.2 If you are submitting to the Website, including in the course of making any Order, Membership Dues or Donation, the personal information of any other person, you warrant that the person is aware of and has consented to the use of their personal information in accordance with these Terms.

- 10.3 You agree that, by submitting your payment and confirming your Order, Membership Dues or Donation via the Website, you have read and understand these Terms and consent to these requirements.

## **11. Indemnity**

You will fully indemnify PHC in respect of all loss, damage, costs, expenses (including legal fees on a full indemnity basis), fines, penalties, claims, demands and proceedings howsoever arising, whether at common law (including negligence) or under statute, in connection with any of the following:

- (a) any breach of these Terms by you;
- (b) your use of the Website or the PHC Content; or
- (c) your communications with PHC.

## **12. Warranties, consumer guarantees and limitation of liability**

Subject to clause 12.1, any representation, warranty, condition, guarantee or undertaking that would be implied in these Terms by legislation, common law, equity, trade, custom or usage is excluded to the maximum extent permitted by law.

12.1 Nothing in these Terms excludes, restricts or modifies any consumer guarantee, right or remedy conferred on you by the ACL (as defined in clause 4.3(b)) or any other applicable law that cannot be excluded, restricted or modified by agreement.

12.2 To the fullest extent permitted by law, the liability of PHC for a breach of a non-excludable guarantee referred to in clause 12.1 is limited, at PHC's option, to:

(a) in the case of goods supplied or offered by us, any one or more of the following:

(i) the replacement of the goods or the supply of equivalent goods;

(ii) the repair of the goods;

(iii) the payment of the cost of replacing the goods or of acquiring equivalent goods; or

(iv) the payment of the cost of having the goods repaired; or

(b) in the case of services supplied or offered by us:

(i) the supplying of the services again; or

(ii) the payment of the cost of having the services supplied again.

12.3 PHC will not be liable to you for any indirect, incidental, special or consequential loss or damage, loss of profits or anticipated profits, economic loss, loss of business opportunity, loss of data, loss of reputation or loss of revenue (irrespective of whether the loss or damage is caused by or relates to breach of contract, tort (including negligence), statute or otherwise) arising in connection with the Website, the PHC Content, all links to or from the Website or the goods and services advertised or referred to on the Website.

12.4 Subject to this clause 12, the maximum aggregate liability of PHC for all proven losses, damages and claims arising out of or in connection with these Terms or a supply under these Terms, including liability for breach, in negligence or in tort or for any other common law or statutory action, is limited to the sum of \$100.

## **13. Termination of your access to the Website**

PHC may at any time immediately terminate your access (including restricting access) to the Website or any feature of the Website for any reason (including due to your breach or alleged breach of these Terms) in its sole discretion and without prior notice. Any indemnities given by you and any limitations of our liability survive such termination.

## **14. Jurisdiction and law**

These Terms are governed by and must be construed in accordance with the laws of the State of Western Australia, Australia. You submit to the exclusive jurisdiction of the courts of that State and the Commonwealth of Australia in respect of all matters arising out of or relating to these Terms, their performance and subject matter.

## **15. International Use**

- 15.1 We make no representation or warranty that any competition, offering or content accessible through the Website is appropriate or available for use in locations outside Australia. If you choose to access the Website from other locations, you do so at your own risk and are responsible for compliance with all applicable laws. You are not authorised to access the Website from any location where doing so would be illegal.
- 15.2 You understand that some countries have import restrictions on certain goods or materials. If you are outside Australia you will become the importer and will be liable to pay local taxes or duties, and you will assume all liability under any customs or import laws and regulations.

## **16. Severability**

Each provision of these Terms is severable from the others and no severance of a provision will affect any other provision.

## **17. Contacting us**

If you have questions about the Website or these Terms, please contact us by clicking on the "Contact Us" button at the top of any page on the Website, and following the instructions from there.

Last updated: 1 September 2014