

# **Terms & Conditions**

1) This website provides information about the various services offered by Fingal Bay Sports Club (ABN 15 000 967 340).

#### **General Conditions**

- 2) Use of our website is governed by our terms and conditions and the <u>Privacy Policy</u> found on our website.
- 3) These terms and conditions are governed by the law in force in the State of New South Wales.
- 4) Fingal Bay Sports Club may change or modify these terms and conditions at any time and you agree to be bound by these terms and conditions as changed or modified. Notice of any changes or modifications will be provided by publishing the revised terms and conditions on this website only and separate notification will not be given to you individually.

#### **General Information**

- 5) Information on this website is of a general nature. Fingal Bay Sports Club has made reasonable endeavours to ensure that information on this website is accurate, reliable and complete. Due to business developments the information on this website may change from time to time. To ensure that you receive the most up to date information you should not rely on all statements or representations made on this website and should contact Fingal Bay Sports Club as required. No warranty of any kind, implied, express or statutory, is made by Fingal Bay Sports Club in relation to the accuracy, adequacy, reliability or completeness of the information and materials on this website and Fingal Bay Sports Club expressly disclaims liability for errors or omissions in such information and materials.
- 6) If you have any questions please contact us on the details provided on this website.

### **Liability For Loss**

7) To the extent permitted by law, Fingal Bay Sports Club will not be liable in any way for any loss or damage which may be suffered by you in relying on the statements and representations made on this website, or through use or access to this website, or Fingal Bay Sports Club failure to provide this website. This site may be linked to other sites that are not maintained by Fingal Bay Sports Club. Fingal Bay Sports Club is not responsible for the content of those sites and does not accept responsibility for the use or reliance of material of any website which is referred to or accessed through our websites. The inclusion of any link to such sites does not imply endorsement by Fingal Bay Sports Club of the sites.

#### **Intellectual property**

- 8) All intellectual property and copyright in this website is owned by Fingal Bay Sports Club.
- 9) You are permitted only to access and download the contents on the website pages temporarily and for the sole purpose of viewing the information for personal use.
- 10) Except for the use outlined in paragraph 10 above, or as otherwise permitted under the Copyright Act 1968 (Cth) or other applicable laws and regulations, no information on this website may be permanently copied, reproduced, adapted, uploaded to a third party, linked to, framed, performed in public, distributed, stored, published, displayed or transmitted in any form, in whole or in part, by any process and you may not create derivative works from any part of this website or commercialise any information obtained from any part of this website without the specific written consent of Fingal Bay Sports Club.

# Payments and refunds

- 11) All pricing and transactions on this website are stated in Australian Dollars (AUD) and are secured using Secure Socket Layer (SSL) encryption technology.
- 12) Fingal Bay Sports Club accepts payments on this website for Membership Renewals Fees only.
- 13) To seek a refund you **must** contact Fingal Bay Sports Club within 3 days of making an e-commerce payment by emailing <a href="mailto:hello@fingalbaysportsclub.com.au">hello@fingalbaysportsclub.com.au</a> or by phoning 02 4984 1244 with a request for a refund, including the reasons for the request.

# **Tracking**

15) Fingal Bay Sports Club uses third parties to track data on this website to improve its performance and to enhance your browsing experience.

If you disable, remove or reject tracking, then you may not be able to access the full functionality of this website. You can manage your tracking preferences using the information for your web browser below:

- Google Chrome
- Internet Explorer 11
- Internet Explorer 10Mozilla Firefox
- Safari on OSX
- Safari on iOS