

WELCOME TO OUR WEBSITE

We have prepared these Terms of Use as a guide to assist you to get the most out of our website.

Your use of our website indicates that you accept these Terms of Use below. If you use our website in the course of your business or work, you are also agreeing to our Terms of Use on behalf of that business.

1. ABOUT SYDNEY AMATEUR SAILING CLUB

The Sydney Amateur Sailing Club website (www.sasc.com.au) is operated by the Sydney Amateur Sailing Club. Our business is registered in New South Wales, Australia under ACN 000 409 727 with our registered office at 1 Green Street CREMORNE, NSW 2090 AUSTRALIA. Our ABN is 30 000 409 727.

2. ACCESSING OUR WEBSITE

You acknowledge that these Terms of Use are reasonable. You further acknowledge that such consideration includes your use of our website and receipt of data, content and information available at or through our website.

We reserve the right to withdraw or amend the service of our website without notice. We may change or delete the content or any features at any time, in any way, for any or no reason. We will not be liable if for any reason our website is unavailable at any time or for any period. We may in exceptional circumstances cease to publish the website and/or the website content. If we do so, then we will have no further obligation to you. Any of the material on our website may be out of date at any given time, and we are under no obligation to update such material.

You are responsible for making all arrangements necessary for you to have access to our website. You are also responsible for ensuring that all persons who access our website through your internet connection are aware of these Terms of Use, and that they comply with them.

3. INTELLECTUAL PROPERTY RIGHTS

All information, materials, functions and other content contained on our website are our copyrighted property or the copyrighted property of our clients. All such rights are reserved. All trademarks, service marks, trade names, and trade dress are proprietary to us and/or our clients.

You may print off one copy of any page from our website for your personal reference and you may draw the attention of others, including, within your organisation to material posted on our website.

Except as set out above no part of our website may be reproduced or stored in any other website or included in any public or private electronic retrieval system or service without our prior written permission.

4. RELIANCE ON INFORMATION POSTED

Information, materials, functions and/or other content posted on our website is not intended to amount to advice on which you should place any reliance. We therefore disclaim all liability and responsibility arising from any reliance placed on information, materials,

functions and/or other content by you and/or any visitor to our website, or by anyone who may be informed of any of it.

5. OUR LIABILITY

The information, materials, functions and/or other content displayed on our website is provided without any guarantees, conditions or warranties as to its accuracy. To the fullest extent permitted by law, we and third parties connected to us hereby expressly exclude:

All conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity.

Any liability for any direct, indirect or consequential loss or damage incurred by any user in connection with our website or in connection with the use, inability to use, or results of the use of our website, any websites linked to it and any materials posted on it, including, without limitation any liability for:

loss of income or revenue;

loss of business;

loss of profits or contracts;

loss of anticipated savings;

loss of data;

loss of goodwill;

wasted management or office time;

and for any other loss or damage of any kind, however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable, provided that this condition shall not prevent claims for loss of or damage to your tangible property or any other claims for direct financial loss that are not excluded by any of the categories set out above.

6. VIRUSES, HACKING AND OTHER OFFENCES

You must not misuse our website by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to our server on which our website is stored or any server, computer or database connected to our website. You must not attack our website via a denial-of-service attack or a distributed denial-of service attack.

By breaching this provision, you commit a criminal offence. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our website will cease immediately.

We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our website or to your downloading of any material posted on it, or on any website linked to it.

7. LINKS

You may link to our website, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

Our website must not be framed on any other website. We reserve the right to withdraw linking permission without notice. Where our website contains links to other websites and resources provided by third parties, these links are provided for your information only. We have no control over the contents of those websites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them.

8. JURISDICTION AND APPLICABLE LAW

These Terms of Use and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by the law of the State of New South Wales, Australia. Any dispute or claim shall be subject to the non-exclusive jurisdiction of the courts of New South Wales although we retain the right to bring proceedings against you for breach of these Terms of Use in your country of residence or any other relevant country.

We make no representation that the website or the content on the website is appropriate or available for use in any particular location. If you choose to access our website you do so on your own initiative and you are responsible for compliance with all applicable laws including any applicable local laws.

9. EVENTS OUTSIDE OUR CONTROL

We will not be liable or responsible for any failure to perform, or a delay in performance of, any of our obligations under a Contract that is caused by events outside our reasonable control (“Force Majeure Event”).

A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control and includes in particular (without limitation) the following:

Strikes, lock-outs or other industrial action.

Civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war.

Fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster.

Impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport.

Impossibility of the use of public or private telecommunications networks.

The acts, decrees, legislation, regulations or restrictions of any government.

Our performance is deemed to be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which our obligations under the Contract may be performed despite the Force Majeure Event.

10. GENERAL PROVISIONS

Variations: We may revise these Terms of Use at any time by amending this page. You are required to check this page from time to time to take notice of any changes we make, as they are binding on you. Some of the provisions contained in these Terms of Use may also be superseded by provisions or notices published elsewhere on our website.

Severability: If any of these Terms of Use are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to

that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

Waiver: If we fail to insist upon strict performance of any of your obligations under any of these Terms of Use, or if we fail to exercise any of the rights or remedies to which we are entitled, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations. A waiver by us of any default shall not constitute a waiver of any subsequent default. No waiver by us of any of these Terms of Use shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing..

Interpretation: Headings in these conditions shall not affect their interpretation. A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.

Updated on 26 June 2018