

WEBSITE TERMS AND CONDITIONS OF USE

1 ABOUT THESE TERMS AND CONDITIONS

- 1.1 By accessing or using this website You agree to be bound by the Terms and Conditions set out below.
- 1.2 You should carefully read these Terms and Conditions before You use this website.
- 1.3 We may change the Terms and Conditions at any time. Your continued use of this website is deemed to be Your acceptance of those changes.
- 1.4 You should not use this website if You do not agree to these Terms and Conditions.

2 DEFINITIONS

For the purposes of these Terms and Conditions, unless the context otherwise indicates:

- 2.1 “**GST**” means goods and services tax or similar value added tax levied or imposed in Australia under *A New Tax System (Goods and Services Tax) Act 1999* (Cth) or otherwise on a supply;
- 2.2 “**Terms and Conditions**” means the terms and conditions for the use of the website set out in this document as amended from time to time;
- 2.3 “**We**”, “**Us**” and “**Our**” means Impact Organisation of Suite 22, 799 Springvale Road, Mulgrave, Victoria 3170, and its employees, officers, agents and contractors;
- 2.4 “**You**” and “**Your**” means the person/s using this website and/or their principal/s; and
- 2.5 Information about You includes but is not limited to information about Your computer, Your computer’s operating system, Your internet protocol address (**IP address**), Your email address, and any other information that may be collected about You by Us through Your use of this website.

3 PRIVACY

- 3.1 You acknowledge and agree that:
 - 3.1.1 we may collect, use and retain information about You required for the provision of this website or Our services to you.
 - 3.1.2 we may use cookies. Any cookies we use are for the primary purpose of improving the functionality of this website.
- 3.2 All personal information collected by Us about You is collected, used, and retained in accordance with the *Privacy Act 1988* (Cth).
- 3.3 You expressly permit and authorise Us to disclose so much of Your personal information to third-party providers as is required to enable the provision of this website or Our services.

4 INTELLECTUAL PROPERTY

- 4.1 All material contained in or displayed on this website, including but not limited to software and coding, design, text, registered and unregistered trademarks, graphics, and layout (**Intellectual Property**), is owned or licensed by us.
- 4.2 You must only copy or reproduce the Intellectual Property for the purpose of browsing this website or making a copy for Your own personal, private or research use.
- 4.3 You must not:
 - 4.3.1 not alter or modify the Intellectual Property or remove any legal notice associated with it;
 - 4.3.2 not modify, copy, distribute, transmit, display, perform, reproduce, publish or license any of the Intellectual Property;
 - 4.3.3 not use or attempt to use any of the Intellectual Property to create any website or publication; or

4.3.4 not transfer or sell any information, functionality or products or services offered on this website

without Our prior written consent.

5 EXTERNAL LINKS

5.1 The provision of a link on this website to the website of a third party does not constitute a recommendation or endorsement of the third party or its website.

5.2 We accept no responsibility for the content, reliability or credibility of any website linked to this website and do not guarantee that this website or any linked website will be free from viruses, or that this website or any linked website will be uninterrupted.

6 DISCLAIMER

Information contained in this website may be supplied by third party providers. Whilst We take care to keep this information up to date, You acknowledge that We are not responsible for the accuracy of information supplied to Us by third parties.

7 PRICES, TRAVEL RESTRICTIONS AND CONDITIONS

7.1 All prices displayed on this website are:

7.1.1 expressed in Australian dollars;

7.1.2 exclusive of GST (unless otherwise stated);

7.1.3 based on information supplied to Us by third-party suppliers; and

7.1.4 subject to change without notice.

7.2 Whilst We will use all reasonable measures to ensure the accuracy of listed prices, You agree and acknowledge that final prices of all goods and services booked through this website may vary from those listed.

8 LIABILITY

Our liability, if any, to You is limited to the provisions of these Terms and Conditions and to any term implied by consumer protection laws to the supply of this kind of service from which We cannot be excluded.

9 INDEMNITY

You agree to indemnify Us, Our affiliates, employees, agents, contributors, third party content providers and licensors from and against:

9.1 all actions, suits, claims, demands, liabilities, costs, expenses, loss and damage (including legal fees on a full indemnity basis) incurred, suffered or arising out of or in connection with any information you post or provide to Us through this website or a related electronic message service; and/or

9.2 any direct or indirect consequences of you accessing, using or transacting on this website or attempts to do so and any breach by you or your agents of these Terms and Conditions.

10 GOVERNING LAW

10.1 These Terms and Conditions are governed by the laws of Victoria, Australia.

10.2 If any part of these Terms and Conditions is found to be invalid or unenforceable, it shall be severed to the extent possible without affecting the remainder.

10.3 These Terms and Conditions and any dispute, controversy, proceeding or claim of whatever nature arising out of or in any way relating to these Terms and Conditions and the rights created hereby shall be governed, interpreted and construed by, under and pursuant to the laws of Victoria, Australia, without reference to conflict of law principles, notwithstanding mandatory rules.

10.4 The validity of this governing law clause 10 is not contested.

10.5 These Terms and Conditions shall be binding to the benefit of the parties hereto and their successors and assigns.

10.6 The parties confirm and declare that:

10.6.1 they have sought independent legal advice, or have had the opportunity to seek independent legal advice regarding these Terms and Conditions; and

10.6.2 the provisions of these Terms and Conditions are fair and reasonable;

10.6.3 these Terms and Conditions are not against public policy on the grounds of inequality or bargaining power or general grounds of restraint of trade.

11 VENUE AND JURISDICTION

11.1 This website is intended to be accessed and used by residents of Australia. In the event of any dispute arising out of or in relation to this website, you agree that the exclusive venue for resolving any dispute shall be in the courts of Victoria, Australia.

11.2 Any claim may be adjudicated by a court of competent jurisdiction located in Victoria, Australia. You agree to submit personal jurisdiction to the courts located within Victoria, Australia, and you hereby waive all defences of lack of personal jurisdiction and forum non conveniens with respect to venue and jurisdiction in the state of Victoria and the Federal Courts of Australia.

12 GENERAL PROVISIONS

12.1 Severability

If any provision of these Terms and Conditions or part thereof is held illegal unenforceable or otherwise invalid, that provision or part shall be deemed to be severed and the remainder of these Terms and Conditions shall continue in effect.

12.2 No waiver

Our failure or delay to enforce at any time any of the provisions of these Terms and Conditions must not be interpreted as a waiver of such provision.