

Terms & Conditions

1. Introduction

The website [<http://www.ormeggio.com.au/>] ("**Site**") is owned and operated by [Ormeggio Pty Ltd] ACN [138825215] trading as [Ormeggio at The Spit] ("**we**" / "**us**" / "**our**"), on our behalf and that of our related bodies corporate (as defined in the *Corporations Act 2001* (Cth)) (together the "**Company**").

These terms of use ("**Terms**") govern your use of the Site, all associated pages and the information, content, graphics, video and other materials made available on or through this Site. Your use of this Site will mean you accept these Terms.

2. Acceptance of Terms and Privacy

These Terms must be read in conjunction with any other notices, disclaimers, rules of use and policies displayed elsewhere on this Site.

If you do not agree to these Terms, which include our Privacy Policy, you must immediately refrain from using this Site.

We process personal information that you provide to us in accordance with our Privacy Policy. Our Privacy Policy is available at:

http://media.wix.com/ugd/fe8a6a_11429ab295524469b057a2c32ba99cd2.pdf. By using this Site, you indicate that you understand and consent to the collection, use and disclosure of your personal information in accordance with our Privacy Policy and you warrant that all data provided by you is accurate.

The Company reserves the right to modify, discontinue, temporarily suspend or remove this Site (or any of its content) or your access to this Site from time to time, for any reason, and without notice. The Company will not be liable to any person if for any reason this Site is modified, suspended, discontinued or unavailable at any time or for any period.

You are responsible for making all arrangements necessary for you to have access to this Site. The supply, maintenance and cost of any equipment and services required by you to access this Site is your responsibility. You are also responsible for ensuring that all persons who access this Site through your internet connection are aware of these Terms and that they comply with these Terms.

3. Linked Sites

The Company may provide links to third parties' websites ("**Linked Sites**"). Those links are provided for convenience only and may not remain current or may not be maintained. Unless otherwise notified on this Site, Linked Sites are not reviewed, controlled or examined by the Company in any way. The Company is not responsible for the content, privacy practices, availability, advertising, products or other materials on any such Linked Sites, or any links on the Linked Sites.

Except as otherwise explicitly stated on this Site, the Company's link with Linked Sites does not imply the Company's endorsement of, or association with, the Linked Sites. It is your responsibility to comply with the appropriate rules and guidelines, if any, applicable to the use of the Linked Sites.

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The Company is not directly or indirectly liable, to anyone for any loss or damage arising from or occasioned by the creation or use of links to the Linked Sites, the Linked Sites themselves, or the information or material accessed through the Linked Sites. You should direct any concerns to the relevant Linked Site's administrator or Webmaster. The Company reserves the exclusive right, in its sole discretion, to add, change, decline or remove, without notice, any feature or link to any of the Linked Sites from this Site and/or introduce different features or links.

4. Disclaimer

While we take reasonable steps to ensure that the Site content is free from errors or omissions and is suitable for your intended use, the Company cannot accept responsibility for a number of matters relating to this Site because they are outside of the reasonable control of the Company.

All information provided by the Company on this Site is provided in good faith, without any guarantees, conditions or warranties as to its accuracy. You accept that any information provided by the Company is general information and is not in the nature of advice. The Company derives its information from sources which the Company believe to be accurate and up to date as at the date of publication, and the Company reserves the right to update this information at any time.

5. Limitation of Liability

Certain statutory warranties under the the Australian Consumer Law Schedule of the *Competition and Consumer Act 2010 (Cth)* ("ACL") will be implied for the benefit of consumers. Nothing in these Terms is intended to exclude or restrict the application of the ACL. The Company does not however give any guarantee or warranties or make any representation with respect to use of this Site outside of these laws.

Subject to claims that may be made under the ACL:

- The Company is not liable to you or anyone else (including for negligence, breach of contract or tort) for any loss or damage (including specific, indirect, consequential, economic or any other kind of loss) however caused, even if foreseeable, and which is suffered directly or indirectly in connection with your use or inability to use this Site.
- The Company is not liable for disruptions to this Site.
- The Company is not liable to you or anyone else if interference with or damage to your computer system occurs in connection with use of this Site or any Linked Site. You must take your own precautions to ensure that whatever you select for use from this Site is free of viruses or anything else that may interfere with or damage the operation of your computer systems.

6. Viruses, Hacking and Other Offences

You must not misuse this Site 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 this Site, the server on which this Site is stored or any server, computer or database connected to this Site. If you engage in such conduct, your right to use this Site will cease immediately.

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The Company will not be liable for any loss or damage caused by viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to use of this Site, or on any Linked Site.

7. Intellectual Property Rights

The material contained on this Site is protected by copyright. You may use this Site only for your personal and non-commercial purposes. Except to the extent permitted by relevant copyright legislation, you must not use, copy, modify, transmit, store, publish or distribute the material on this Site, or create any other material using material on this Site, without obtaining the prior written consent of the Company.

Trade marks (whether registered or unregistered) and logos must not be used or modified in any way without obtaining the prior written consent of the Company.

This Site, products, technology and processes contained in this Site may be the subject of other intellectual property rights owned by the Company or by third parties. No licence is granted in respect of those intellectual property rights, other than as set out in these Terms. Your use of this Site must not in any way infringe the intellectual property rights of any person.

8. Posting or Transmitting Material

You agree not to use this Site to upload, post, e-mail or otherwise transmit any:

- information, material or content of whatever kind or form ("**User Content**") that:
 - is unlawful, harmful, threatening, abusive, harassing, defamatory, offensive or discriminatory;
 - infringes any intellectual property rights (or other rights) of any person; or
 - contains software viruses or any other malware designed to interrupt, damage, destroy or limit the functionality of any computer software, hardware or system; or
- unsolicited or unauthorised advertising, promotional materials, "junk mail", "spam", "chain letters", "pyramid schemes", or any other form of solicitation.

Prior to you uploading, posting, e-mailing or otherwise transmitting any User Content on or through this Site, you must obtain all necessary permissions from any individuals identified in the User Content.

When you post or transmit User Content on this Site, you assign all copyright that subsists in such material to the Company, which the Company may then assign to a third party. To the extent necessary, you consent to any acts by the Company or the Company's licensees or assignees that may infringe your moral rights in the material that you create (for example, the Company may not always be able to identify you as the author of the User Content that you create and submit to this Site).

9. Termination

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You acknowledge and agree that these Terms and your access to this Site may be terminated at any time by us without notice for any reason, including, without limitation, if we believe that you have violated or acted inconsistently with the letter or spirit of these Terms. All clauses in these Terms which are stated or intended to continue after termination will continue to apply. The Company will not be liable to you or any third party for any termination of your access to this Site.

10. Governing law

These Terms are governed by the laws applicable in New South Wales and the Commonwealth of Australia. You accept that any disputes about this Site or its content are to be determined by the courts having jurisdiction in New South Wales or the Commonwealth of Australia (as applicable).

This Site may be accessed throughout Australia and overseas. The Company makes no representation that the content of this Site complies with the laws (including intellectual property laws) of any country outside Australia. If you access this Site from outside Australia, you are responsible for ensuring compliance with all laws in the place where you are located.

11. General

You must do all things, including sign such documents, as may be required to assure the rights of the Company, and those rights of any third party beneficiary, under these Terms.

Any failure by either party to exercise or enforce any right or provision of these Terms does not mean this is a “waiver” (i.e. that it cannot be enforced later).

If the Company waives any rights available to it under these Terms on one occasion, this does not mean that those rights will automatically be waived on any other occasion.

The Company reserve any rights not expressly granted in these Terms.

If any provision of these Terms is deemed invalid, unenforceable or illegal, then that provision will be limited or removed to the minimum extent necessary, and the remaining provisions of these Terms will remain in full force and effect.

The Company may assign or novate these Terms in whole or part to any person.

12. Changes to these Terms

We reserve the right to change these Terms at any time. The current version of the Terms will always be posted on this Site, and will cancel and replace any previous version(s). By continuing to use this Site after the posting of such changes, you agree to be bound by the changes.

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13. Contact Information

If you have any concerns about material that appears on this Site, please contact the Company in accordance with the details set out below.

[Ormeggio Pty Ltd] ACN [138825215]

trading as [Ormeggio Pty Ltd]

Address: D'Albora Marinas The Spit Mosman NSW 2088

Telephone: [02 9969 4088]

Email: [info@ormeggio.com.au]

Thank you for visiting the Company Site