

THE AGILITY DOG CLUB OF QUEENSLAND INC. PRIVACY POLICY

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1. ACCEPTANCE OF TERMS

Use of any of our services or this website constitutes the acceptance of this entire document and other provided legal documents, the subjects and terms here within, all of which should be read prior to entering any agreement of/with The Agility Dog Club of Queensland Inc. These agreements, policies and documents together constitute the entire agreement between you and The Agility Dog Club of Queensland Inc, with respect to the subject matter and will supersede and replace all prior agreements, written or oral, regarding such subject matter.

The Agility Dog Club of Queensland Inc reserves the right to revise its policies at any time without notice. All members old and new are required to abide by the latest version of all of our policies maintained at our web site. <http://adcq.com.au/>.

For the purpose of this document, "ADCQ", "We", "Us", "Our" refer to the registered Incorporated Entity The Agility Dog Club of Queensland Inc ABN: 64 015 070 475, whose online presence can be found at: <http://adcq.com.au>. The terms "You", "Your", "Client", "Customer", "Member" refer to any person or party that use the services of ADCQ.

2. DISCLAIMER

Users of the ADCQ web site agree that they do so at their sole risk and that the web site is provided by ADCQ on an 'as is' and 'as available' basis. All content on this and any ADCQ web site is for information purposes only. All content, prices, products and services offered for supply by ADCQ are subject to change without notice.

To the full extent permitted by law we hereby exclude all conditions and warranties not expressly set out herein. We make or give no express or implied warranties

including, without limitation, the warranties of quality, non-infringement of rights, merchantability or fitness for a particular purpose, or arising from a course of dealing, usage or trade practice, with respect to any goods or services provided under or incidental to this agreement. No oral or written information or advice given by us, our committee, agents, representatives or employees or the information presented on any of our web sites shall create a warranty or in any way increase the scope of the express warranties hereby given, and you should not rely on any such information or advice. Furthermore ADCQ will not guarantee that any of the information stated will be: non-interrupted, timely, reliable or error free.

While we make every effort to offer you the highest level of service possible, ADCQ hereby disclaims and is released from all liability and responsibility for any loss, damage, costs or expenses of any kind suffered or incurred by anyone, arising out of the use, installation, improper use or inability to use the services or products offered by us or as a consequence of your breach or non-observance of these terms or that may arise from any service or product provided or agreed to be provided by us. You agree to indemnify, keep indemnified and hold The Agility Dog Club of Queensland Inc. and its committee, employees, sub-contractors and all other representatives harmless from any claim brought against us by you or any third party resulting from the provision of services and products by us to you and your use of the services and products including all losses, costs, actions, proceedings, claims, damages, expenses (including all legal costs and expenses), or liabilities, whatsoever suffered and howsoever incurred by us.

External links are in place for your convenience only and at no time does ADCQ endorse the organisations, products or content of other websites unless otherwise stated. The web sites that external links go to are not maintained by ADCQ, and as such ADCQ has no control over such web sites creators or content. Please be advised that going to any externally linked web site from any adcq.com.au page is completely at your own risk and ADCQ will not be held liable for any problems arising from the use of said links. However if you feel that a link has been provided to a web site where the content is unsuitable for a general audience, or the information and graphics on any such web site is in any way offensive; please feel free to voice your opinion via our [contact form](#). Once a complaint is registered our committee will discuss the situation at our next meeting (unless the committee feels quicker action is required) and take any action it feels necessary to uphold the club's good name.

I. - Limitation of Liability

Our total aggregate liability to you for any claim in contract, tort, negligence or otherwise arising out of or in connection with the provision of the products and/or services shall be limited to the charges paid by you in respect of the products and/or services which are the subject of any such claim and provided that you notify us of any such claim within 90 days of it arising. In no event shall we be liable to you for any loss of business, contracts, profits or anticipated savings or for any other indirect or consequential or economic loss whatsoever.

II. - Obligation Under Legislation

In the event that this agreement constitutes a supply of goods or services to a consumer as defined in the Commonwealth Trade Practices Act 1974 or any other national, State or Territory legislation (the Acts) nothing contained in this agreement excludes, restricts or modifies any condition, warranty or other obligation in relation to this agreement and the goods and you where to do so is unlawful. To the full extent permitted by law, where the benefit of any such condition, warranty or other obligation is conferred upon you pursuant to any of the Acts, our sole liability for breach of any such condition, warranty or other obligation, including any consequential loss which you may sustain or incur, shall be limited (except as otherwise specifically set forth herein) to our election of the following options:

1. in relation to goods
 1. the replacement of the goods or the supply of equivalent goods;
 2. or payment of the cost of replacing the goods or acquiring equivalent goods; or
 3. the repair of the goods or payment of the cost of having the goods repaired.
2. in relation to services
 1. the supplying of the services again; or
 2. the payment of the cost of having the services supplied again.

3. COPYRIGHT STATEMENT

All intellectual property rights in any material supplied as part of our service to you or our web sites remains the property of ADCQ and/or our licensors. At no stage are you permitted to use any material associated with this or any other ADCQ web site or printed materials other than with our express written consent or if necessary that of our licensors.

You agree not to copy, reproduce, transmit, publish, display, distribute, commercially exploit or create derivative works of such material either intentionally or unintentionally, and agree not to assist or facilitate any third party in these processes, without our or our licensors express written consent. You agree that, if at any stage you become aware of anyone exploiting any information belonging to ADCQ, you will let us know immediately via the contact link at the top of this page.

4. PRIVACY POLICY

At The Agility Dog Club of Queensland Inc we aim for the highest level of member service and satisfaction. As such we have stringent policies in place to ensure the utmost respect for your online as well as offline security and privacy. Unlike many unscrupulous online companies, we never trade your information. Our only purposes for keeping your information are identification and correspondence with ADCQ and its authorised representatives and assessment of our web site. We may however disclose customer details when it is necessary to protect the legitimate interests of ADCQ and its customers. ADCQ must also disclose information when we believe, in good faith, that the disclosure is required by law.

I. - Personal Information

ADCQ does not collect personally identifying information about any individual at its web site, except when knowingly provided by such individual. For example, we may ask you for information when you register to receive a newsletter or contact us for a quote. This is done via voluntary submission, you always have the option not to provide the information we request. However if you choose not to provide the information we request you may be unable to access certain options and services.

II. - Browser Level Information

ADCQ web servers automatically collect information about a site user's IP address, browser type and referrer. This information is provided by every user's browser and is automatically logged by most web sites. We collected this information in a database and it is used in an aggregated and anonymous manner in our internal analysis of traffic patterns within our web sites.

III. - Cookies

A cookie is a data file that most web sites write to your computer's hard drive when you visit such sites. A cookie file can contain information, such as a user session code, that the site uses to track the pages you have visited in an anonymous manner and keeps session information so your online transactions are accurate. ADCQ uses cookies solely to track user traffic patterns throughout our web sites and to allow you access to certain sections of the site. We use this data on a totally anonymous basis and we do not correlate this information with personal data of any user. Most internet browsers automatically accept cookies, but you can usually change your browser settings to display a warning before accepting a cookie, or to refuse all cookies. However, if you choose to disable the receipt of cookies from our web site, you may not be able to use certain features of the site.

IV. - Mass Email

We may send emails to those receiving one of our services and/or those registered at our forums and latest news sections etc. These emails may be regarding things such as service status, events notices, new products and services and promotions etc. You can always choose to opt-out of such lists at any time by contacting us using the link above and requesting removal from the relevant mailing list/s.

V. - Use Of Your Information And Material

When supplying ADCQ with personal information, you are sharing that information, when necessary, with ADCQ and its staff as well as vendors providing other services for ADCQ. If you do not want your information to be shared, you can choose not to allow the transfer of your information by not using that particular service. When you send us any feedback, suggestions, ideas or other materials in relation to or via our web sites, you agree that we can use, reproduce, publish, modify, adapt and

transmit them to others free of charge and without restriction, subject to our obligations in our Privacy Statement.

By using our web site, you agree to the collection and use of information. If you have any further concerns about how we will use information that is provided to us, please contact us via the contact button at the top of this page. To obtain further information in respect of your rights regarding privacy, please refer to http://www.privacy.gov.au/privacy_rights/index.html.

5. TERMS OF SERVICE

The following terms and conditions apply to all clients, members and partners, their contracts and provision of all products and services supplied by ADCQ. If any section/s of these terms and conditions is held to be invalid or unenforceable in whole or in part, by legislation or a court of law, the invalid or unenforceable section/s shall be deemed to be omitted.

I. - Notices

Except where expressly provided otherwise, any notice to be given by any party (ADCQ or you) to the other may be sent by either email, post or courier to the address of the other party as supplied in writing. If sent by email it shall, unless the contrary is proved, be deemed to be received on the day it was sent. If sent by post or courier it shall be deemed to be served two days following the date of posting. Failure to respond to any notice given by ADCQ to you, will be deemed acceptance of such notice.

For Email Correspondence: info@adcq.com.au

For Written Correspondence: ADCQ Committee
PO Box 529
Redbank Plains
Australia, 4301

II. - Payments And Recurring Payments

Payments for annually recurring memberships, training courses and products are currently only payable via: cheque, or Australia Post money order.

All manual transactions carried out by ADCQ, are through its Australian Bank Account. ADCQ is not responsible for any additional fees charged to you by your credit card provider, bank, Pay Pal or any other payment method provider. Whilst ADCQ take great care to ensure your online security, using a credit card either manually or online carries risks which the user must make themselves aware. ADCQ will not be held responsible for any credit card activity be it legal or illegal. To review credit card risks please see the respective web sites of your credit card providers.

If any account or invoice is to be paid by cheque, it is expected that:

1. The cheque be from an Australian Bank in Australian Dollars Only.

2. The cheque be made payable to The Agility Dog Club of Queensland Inc and marked NOT NEGOTIABLE.
3. The cheque be posted to PO Box 529, Redbank Plains, QLD, Australia, 4301.
4. The cheque be received at least 7 days prior to the membership renewal date, as to allow clearance time by our bank.

Any payments made by cheque will not be approved until such time that the cheque payment has been processed by our bank. If any of the above conditions are not met, the cheque, at our discretion, may not be accepted and if so will be destroyed.

If at any time cheques or other payment forms are dishonoured by your bank or provider, any fees incurred by ADCQ will then be added to your owing account balance. If your account has been marked with a dishonoured fee more than once, that payment method which was dishonoured will no longer be an acceptable form of payment from you to ADCQ. Multiple payments that are dishonoured may result in the termination of services by ADCQ.

All memberships are due for renewal on the 30th of June each year. Payments must be received and cleared before this date for your membership to be renewed.

III. - Non-payment

ADCQ strives to provide its members with services that are of the highest standards possible. As such, we do expect an acceptable amount of professionalism in concerns to the payment of your account. For these reasons we have the following non-payment policy:

1. All membership and course applications and product orders will be accompanied by the correct payment.
2. The correct payment for the above services and items will be received prior to the services and items being provided.
3. If payment is not received either in a timely manner, or prior to membership renewal date, then the services and items may be withheld or cancelled at ADCQ's discretion.

IV. - Refunds

Refunds on any product supplied by ADCQ are not given unless the product is faulty through no fault of the purchaser. Courses that are supplied by ADCQ will not be refunded less than 2 weeks prior to commencement date, unless required by law. Membership fees are also non-refundable. At all times the client must fulfill their contractual obligations.

6. REVISION

ADCQ reserves the right to revise its policies at any time without notice. All members old and new need to abide by the latest version of all of our policies which are maintained at our web site <http://adcq.com.au>.