



Website terms and conditions of use

Introduction

These terms and conditions govern your use of this website; by using this website, you accept these terms and conditions in full. If you disagree with these terms and conditions or any part of these terms and conditions, you must not use this website.

To use this website, you must be either:

- (a) at least 18 years of age. By using this website and by agreeing to these terms and conditions you warrant and represent that you are at least 18 years of age; or
- (b) under the age of 18 years and have the consent of your parent or legal guardian to use this website. Your parent or legal guardian agrees to be bound by these terms and conditions governing your supervised use of this website. Parents and legal guardians should review this website for its content before allowing their children access, as some website content may contain language or images which are unsuitable for viewing by their children. Anglican Parish of the Parks accepts no responsibility for any exposure of children to inappropriate material contained within the website.

The content on this website is made available by the Anglican Parish of the Parks. This website uses cookies. By using this website and agreeing to these terms and conditions, you consent to our use of cookies in accordance with the terms of our privacy policy.

Each time you access or browse this website you are deemed to accept the terms and conditions of this website. All information on this website relating to any products or services is intended only for the information of people within Australia.

License to use website

Unless otherwise stated, the Anglican Parish of the Parks and/or its licensors own the intellectual property rights in the website and material on the website. In using this site you acknowledge the Anglican Parish of the Parks' copyright in all content. Subject to the licence below, all these intellectual property rights are reserved.

You may view, download for caching purposes only, and print pages or part thereof from the website for your own personal use, subject to the restrictions set out below and elsewhere in these terms and conditions.

You must not:

- republish material from this website (including republication on another website);
- sell, rent or sub-licence material from the website;
- show any material from the website in public;
- reproduce, duplicate, copy or otherwise exploit material on this website for a commercial purpose;
- edit or otherwise modify any material on the website; or
- redistribute material from this website, except for content specifically and expressly made available for redistribution and which has been agreed to as such by the Anglican Parish of the Parks in direct and explicit communication with you. Where content is specifically made available for redistribution, it may only be redistributed within your organisation.

Acceptable use

You must not use this website in any way that causes, or may cause, damage to the website or impairment of the availability or accessibility of the website; or in any way which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.



Website terms and conditions of use

You must not use this website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software.

You must not conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to this website without the Anglican Parish of the Parks express written consent.

You must not use this website to transmit or send unsolicited commercial communications. You must not use this website for any purposes related to marketing without the Anglican Parish of the Parks express written consent.

Restricted access

Access to certain areas of this website is restricted. The Anglican Parish of the Parks reserves the right to restrict access to other areas of this website, or indeed this entire website, at the Anglican Parish of the Parks' discretion.

If the Anglican Parish of the Parks provides you with a user ID and password to enable you to access restricted areas of this website or other content or services, you must ensure that the user ID and password are kept confidential. The Anglican Parish of the Parks may disable your user ID and password in the Anglican Parish of the Parks' sole discretion without notice or explanation.

User content

In these terms and conditions, "your user content" means material (including without limitation text, images, audio material, video material and audio-visual material) that you submit to this website, for whatever purpose.

You grant to the Anglican Parish of the Parks a worldwide, irrevocable, non-exclusive, royalty-free licence to use, reproduce, adapt, publish, translate and distribute your user content in any existing or future media. You also grant to the Anglican Parish of the Parks the right to sub-licence these rights, and the right to bring an action for infringement of these rights.

Your user content must not be illegal or unlawful, must not infringe any third party's legal rights, and must not be capable of giving rise to legal action whether against you or the Anglican Parish of the Parks or a third party (in each case under any applicable law).

You must not submit any user content to the website that is or has ever been the subject of any threatened or actual legal proceedings or other similar complaint.

The Anglican Parish of the Parks reserves the right to edit or remove any material submitted to this website, or stored on servers, or hosted or published upon this website.

Notwithstanding the Anglican Parish of the Parks rights under these terms and conditions in relation to user content, the Anglican Parish of the Parks does not undertake to monitor the submission of such content to, or the publication of such content on, this website.



Website terms and conditions of use

No warranties

Use of this website is at your own risk. This website is provided “as is” without any representations or warranties, express or implied. The Anglican Parish of the Parks makes no representations or warranties in relation to this website or the information and materials provided on this website.

To the maximum extent permissible by law, the Anglican Parish of the Parks excludes all warranties in relation to the information available from this website and disclaims all liability arising out of or consequent on any of the following:

- access by you to the information available from this website;
- infection by any computer virus which occurs as a result of accessing this website or any of the content contained on this website; and
- use of any information or content available from this website.

Without prejudice to the generality of the foregoing, the Anglican Parish of the Parks does not warrant that:

- this website will be constantly available, or available at all; or
- the information on this website is complete, true, accurate or non-misleading.

Nothing on this website constitutes, or is meant to constitute, advice of any kind. If you require advice in relation to any legal, financial, medical or other matter you should consult an appropriate professional.

Limitations of liability

The Anglican Parish of the Parks will not be liable to you (whether under the law of contract, the law of torts or otherwise) in relation to the contents of, or use of, or otherwise in connection with, this website:

- to the extent that the website is provided free-of-charge, for any direct loss;
- for any indirect, special or consequential loss; or
- for any business losses, loss of revenue, income, profits or anticipated savings, loss of contracts or business relationships, loss of reputation or goodwill, or loss or corruption of information or data.

These limitations of liability apply even if the Anglican Parish of the Parks has been expressly advised of the potential loss.

Exceptions

Nothing in this website disclaimer will exclude or limit any warranty implied by law that it would be unlawful to exclude or limit; and nothing in this website disclaimer will exclude or limit the Anglican Parish of the Parks’ liability in respect of any:

- death or personal injury caused by the Anglican Parish of the Parks’ negligence;
- fraud or fraudulent misrepresentation on the part of the Anglican Parish of the Parks; or
- matter which it would be illegal or unlawful for the Anglican Parish of the Parks to exclude or limit, or to attempt or purport to exclude or limit, its liability.

Reasonableness

By using this website, you agree that the exclusions and limitations of liability set out in this website disclaimer are reasonable. If you do not think they are reasonable, you must not use this website.



Website terms and conditions of use

Other parties

You accept that, as a limited liability entity, the Anglican Parish of the Parks has an interest in limiting the personal liability of its officers and employees. You agree that you will not bring any claim personally against the Anglican Parish of the Parks' officers, volunteers or employees in respect of any losses you suffer in connection with the website.

Without prejudice to the foregoing paragraph, you agree that the limitations of warranties and liability set out in this website disclaimer will protect the Anglican Parish of the Parks' officers, volunteers, employees, agents, subsidiaries, successors, assigns and sub-contractors as well as the Anglican Parish of the Parks.

Unenforceable provisions

If any provision of this website disclaimer is, or is found to be, unenforceable under applicable law, that will not affect the enforceability of the other provisions of this website disclaimer.

Indemnity

You hereby indemnify the Anglican Parish of the Parks and undertake to keep the Anglican Parish of the Parks indemnified against any losses, damages, costs, liabilities and expenses (including without limitation legal expenses and any amounts paid by the Anglican Parish of the Parks to a third party in settlement of a claim or dispute on the advice of the Anglican Parish of the Parks' legal advisers) incurred or suffered by the Anglican Parish of the Parks arising out of any breach by you of any provision of these terms and conditions, or arising out of any claim that you have breached any provision of these terms and conditions.

Breaches of these terms and conditions

Without prejudice to the Anglican Parish of the Parks' other rights under these terms and conditions, if you breach these terms and conditions in any way, the Anglican Parish of the Parks may take such action as the Anglican Parish of the Parks deems appropriate to deal with the breach, including suspending your access to the website, prohibiting you from accessing the website, blocking computers using your IP address from accessing the website, contacting your internet service provider to request that they block your access to the website and/or bringing court proceedings against you.

Variation

The Anglican Parish of the Parks may revise these terms and conditions from time-to-time. Revised terms and conditions will apply to the use of this website from the date of the publication of the revised terms and conditions on this website. Please check this page regularly to ensure you are familiar with the current version.



Anglican Parish of the Parks St Silas and St Anselm

Website terms and conditions of use

Assignment

The Anglican Parish of the Parks may transfer, sub-contract or otherwise deal with the Anglican Parish of the Parks' rights and/or obligations under these terms and conditions without notifying you or obtaining your consent. You may not transfer, sub-contract or otherwise deal with your rights and/or obligations under these terms and conditions.

Severability

If a provision of these terms and conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

Entire agreement

These terms and conditions and our privacy policy constitute the entire agreement between you and the Anglican Parish of the Parks in relation to your use of this website, and supersede all previous agreements in respect of your use of this website.

Law and jurisdiction

These terms and conditions will be governed by and construed in accordance with the law of the State of Victoria, and any disputes relating to these terms and conditions will be subject to the exclusive jurisdiction of the courts of Victoria.

Registrations and authorisations

The Anglican Parish of the Parks is a parish of the Anglican Church of Australia within the Diocese of Melbourne. Our ABN is ABN 81 189 109 247 and we are governed by the Parish Governance Act 2013 and other standards promulgated by the Diocese of Melbourne.

The Anglican Church of Australia is governed by the Church of England in Australia Constitution Act, 1960 and the Anglican Church of Australia Constitution (Amendment) Act, 1977. It is a national voluntary religious association as described in "*Scandrett v Dowling*".

The Anglican Parish of the Parks' details

The full name of the Anglican Parish of the Parks is the Anglican Parish of the Parks, St Silas and St Anselm and our registered address is 99 Bridport Street, Albert Park, Victoria 3206, Australia. You can contact the Anglican Parish of the Parks by email at office@parishoftheparks.com.au



Introduction

We are committed to safeguarding the privacy of our website visitors; this policy sets out how we will treat your personal information.

Our website uses cookies. By using our website and agreeing to this policy and our terms of use, you consent to our use of cookies in accordance with the terms of this policy.

(1) What information do we collect?

We may collect, store and use the following kinds of personal information:

- (a) information about your computer and about your visits to and use of this website (including your IP address, geographical location, browser type and version, operating system, referral source, length of visit, page views, website navigation;
- (b) information relating to any transactions carried out between you and us on or in relation to this website, including information relating to any purchases you make of our goods or services;
- (c) information that you provide to us for the purpose of registering with us (including name and contact details);
- (d) information that you provide to us for the purpose of subscribing to our website services, email notifications and/or newsletters (including name and contact details);
- (e) any other information that you choose to send to us; and

(2) Cookies

A cookie consists of information sent by a web server to a web browser, and stored by the browser. The information is then sent back to the server each time the browser requests a page from the server. This enables the web server to identify and track the web browser.

We may use both “session” cookies and “persistent” cookies on the website. We will use the session cookies to: keep track of you whilst you navigate the website. We will use the persistent cookies to: enable our website to recognise you when you visit. Session cookies will be deleted from your computer when you close your browser. Persistent cookies will remain stored on your computer until deleted, or until they reach a specified expiry date.

Our advertisers/payment services providers may also send you cookies.

Most browsers allow you to reject all cookies, whilst some browsers allow you to reject just third party cookies. For example, in Internet Explorer you can refuse all cookies by clicking “Tools”, “Internet Options”, “Privacy”, and selecting “Block all cookies” using the sliding selector. Blocking all cookies may, however, have a negative impact upon the usability of many websites, including this one.

(3) Using your personal information

Personal information submitted to us via this website will be used for the purposes specified in this privacy policy or in relevant parts of the website.



We may use your personal information to:

- (a) administer the website;
- (b) improve your browsing experience by personalising the website;
- (c) enable your use of the services available on the website;
- (d) send to you goods purchased via the website, and supply to you services purchased via the website;
- (e) send statements and invoices to you, and collect payments from you;
- (f) send you general (non-marketing) commercial communications;
- (g) send you email notifications which you have specifically requested;
- (h) send to you our newsletter and other marketing communications relating to our business or the businesses of carefully-selected third parties which we think may be of interest to you by post or, where you have specifically agreed to this, by email or similar technology (you can inform us at any time if you no longer require marketing communications);
- (i) provide third parties with statistical information about our users – but this information will not be used to identify any individual user;
- (j) deal with enquiries and complaints made by or about you relating to the website;

Where you submit personal information for publication on our website, we will publish and otherwise use that information in accordance with the licence you grant to us.

We will not without your express consent provide your personal information to any third parties for the purpose of direct marketing.

(4) Disclosures

We may disclose information about you to any of our employees, officers, agents, suppliers or subcontractors insofar as reasonably necessary for the purposes as set out in this privacy policy.

In addition, we may disclose your personal information:

- (a) to the extent that we are required to do so by law;
- (b) in connection with any legal proceedings or prospective legal proceedings;
- (c) in order to establish, exercise or defend our legal rights (including providing information to others for the purposes of fraud prevention and reducing credit risk);
- (d) to the purchaser (or prospective purchaser) of any business or asset which we are (or are contemplating) selling; and
- (e) to any person who we reasonably believe may apply to a court or other competent authority for disclosure of that personal information where, in our reasonable opinion, such court or authority would be reasonably likely to order disclosure of that personal information.

Except as provided in this privacy policy, we will not provide your information to third parties.

(5) International data transfers

Information that we collect may be stored and processed in and transferred between any of the countries in which we, or our contractors, operate in order to enable us to use the information in accordance with this privacy policy.



Privacy Policy

Information which you provide may be transferred to countries which do not have data protection laws equivalent to those in force in our home jurisdiction.

In addition, personal information that you submit for publication on the website will be published on the internet and may be available, via the internet, around the world. We cannot prevent the use or misuse of such information by others.

You expressly agree to such transfers of personal information.

(6) Security of your personal information

We will take reasonable technical and organisational precautions to prevent the loss, misuse or alteration of your personal information.

We will store all the personal information you provide on our secure servers. All electronic transactions you make to or receive from us will be encrypted.

Of course, data transmission over the internet is inherently insecure, and we cannot guarantee the security of data sent over the internet.

You are responsible for keeping your password and user details confidential. We will not ask you for your password (except when you log in to the website).

(7) Policy amendments

We may update this privacy policy from time-to-time by posting a new version on our website. You should check this page occasionally to ensure you are happy with any changes. We may also notify you of changes to our privacy policy by email.

(8) Your rights

You may instruct us to provide you with any personal information we hold about you. Provision of such information may be subject to the payment of a fee at our discretion. We may withhold such personal information to the extent permitted by law.

You may instruct us not to process your personal information for marketing purposes by email at any time. In practice, you will usually either expressly agree in advance to our use of your personal information for marketing purposes, or we will provide you with an opportunity to opt-out of the use of your personal information for marketing purposes.

(9) Third party websites

The website contains links to other websites. We are not responsible for the privacy policies or practices of third party websites.



Privacy Policy

(10) Updating information

Please let us know if the personal information which we hold about you needs to be corrected or updated.

(11) Contact

If you have any questions about this privacy policy or our treatment of your personal information, please write to us by email to office@parishoftheparks.com.au or by post to 99 Bridport Street, Albert Park, Victoria 3206.

(12) Data controller

The data controller responsible in respect of the information collected on this website is the Anglican Parish of the Parks.