

U3A Ipswich and West Moreton Incorporated Website Disclaimer

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, you must leave this website.

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You must not use the website for the purpose of introducing, storing or transmitting any harmful or malicious computer code such as, but not limited to, viruses, Trojan horses, malware, spyware or similar.

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The website is provided 'as is' without any warranties, express or implied. U3A Ipswich makes no representations or warranties in relation to this website or the information and material provided on this website, including, without prejudice to the generality of the foregoing, that the website will be constantly available, or available at all, and that the information on this website is complete, true, accurate or non-misleading.

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These limitations of liability apply even if U3A Ipswich 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 U3A Ipswich's liability in respect of any: death or personal injury caused by U3A Ipswich's negligence; fraud or fraudulent misrepresentation on the part of U3A Ipswich; or matter which it would be illegal or unlawful for U3A Ipswich to exclude or limit, or attempt or purport to exclude or limit, its liability.

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Reasonableness

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

Other parties

You agree that you will not bring any claim personally against any U3A Ipswich officers, employees or members in respect of any losses you suffer in connection with this website. You agree that the limitations of warranty and liability set out in this disclaimer will protect U3A Ipswich's officers, employees and members, agents, successors, assigns and sub-contractors as well as U3A Ipswich.

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Without prejudice to U3A Ipswich's other rights under these terms and conditions, if you breach these terms and conditions, U3A Ipswich may take such action as U3A Ipswich deems appropriate to deal with the breach. This may include suspending your access to the website, contacting your ISP to request they block your access, blocking computers with your IP address from accessing the website and/or bringing court proceedings against you.

Variation

U3A Ipswich may vary these terms and conditions from time to time. Revised terms and conditions apply from the time they are published. Please check this page regularly to ensure you are familiar with the current version.

Assignment

U3A Ipswich may transfer, sub-contract or otherwise deal with U3A Ipswich's 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 constitute the entire agreement between you and U3A Ipswich in relation to your use of this website, and supersedes 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 Australian Law and any disputes relating to these terms and conditions will be subject to the exclusive jurisdiction of the courts of Australia.
