

BUNBURY HARVEY REGIONAL COUNCIL (BHRC) WEBSITE

TERMS OF USE - DISCLAIMER AND PRIVACY

Thank you for visiting our web site. Please read this disclaimer before using the site or submitting any personal information. By using this site you agree to be bound by these Terms of Use.

BHRC reserves the right to make changes to this statement and any changes will be posted.

GENERAL

Although local government is not covered by the Privacy Act 1988, BHRC respects your right to privacy and will endeavour to protect your privacy to the same standard as set out in the national privacy principles of the Privacy Act 1988.

Accordingly, although BHRC strives to protect such information, BHRC cannot ensure or warrant the security of any information you transmit to us and you do so at your own risk.

INFORMATION COLLECTED

BHRC will collect and retain any information that you submit to us using the interactive *Contact Us* service.

Identifiable information such as Name, address, email details etc. are collected at this time and will be only used to fulfil your specific request.

THIRD PARTY PROVIDERS

The BHRC website also contains links to the websites of third party providers. Use of any third party sites may be subject to terms and conditions different to this site. Linked third party websites should contain their own privacy statements, and those third parties are responsible for their own privacy practices.

USE AND DISCLOSURE OF INFORMATION

We will only use or disclose personal information in accordance with these Terms of Use or any specific additional provisions relating to privacy.

We may use your personal information to verify your identity, assist with your enquiry or to help you to use our services.

Although we make every effort to preserve user privacy, we may need to disclose personal information when required by law, courts, government agencies, law enforcement bodies, and other regulatory bodies.

We will not sell or disclose your personal information to spammers or direct marketing operators.

COOKIE/TRACKING TECHNOLOGY

This site may use cookie and tracking technology depending on the features offered. Cookie and tracking technology are used for gathering information such as browser type and operating system, tracking the number of visitors to the site, and understanding how visitors use the Site.

Cookies can also help customize the site for visitors. Personal information cannot be collected via cookies and other tracking technology, however, if you previously provided personally identifiable information, cookies may be tied to this information.

You can adjust your Internet browser to disable cookies or to warn you when cookies are being used. However, if you disable cookies, you may not be able to access certain areas of our website.

ACCURACY OF YOUR INFORMATION

BHRC takes all reasonable precautions to ensure that the personal information it collects uses and discloses is accurate, complete and up-to-date. However, the accuracy of that information depends to a large extent on the information you provide.

We therefore recommend that you let us know if any errors occur in the information on this site or through the information that you provide.

We can be contacted via:

- Direct Link: *Contact Us* button found on this website
- Phone: (08) 9792 7312
- Email: mpieterse@bunbury.wa.gov.au

PRODUCTS AND SERVICES

The BHRC website provides information about products and services available to you, including descriptions and prices of those products and services. BHRC does not warrant the availability of products and services described on the website and may change the products or services described on the website without notice to you.

All prices displayed on the BHRC website for products and services are subject to change without notice to you.

The BHRC website also contains educational information and this information is subject to change without notice. It is your responsibility to check with BHRC for updated information.

AVAILABILITY

As electronic services are subject to interruption or breakdown, BHRC makes no representation or warranty that your access to the website will be timely, secure or uninterrupted. Access to this website is offered on an "as is" and "as available" basis.

We may withdraw the BHRC websites at any time and without notice to you.

WARRANTIES

All content is provided in good faith and BHRC makes no guarantees or warranties of any kind, either expressed or implied.

BHRC does not warrant that the BHRC website or any linked websites will be free from viruses or defects.

DISCLAIMER

Subject to any responsibilities implied by law and which cannot be excluded, BHRC and its councillors, employees, agents and contractors, are not liable to you for any losses, damages, liabilities, claims and expenses (including but not limited to legal costs and defence or settlement costs) whatsoever, whether direct, indirect or consequential, arising out of or referable to any content on the BHRC website, to any material on linked websites, or to your access or use of the

BHRC website, however caused, whether in contract, tort (including negligence), statute or otherwise.

Without limiting the preceding paragraph, BHRC is not liable to you (under the law of contract, torts law or otherwise) in relation to:

- Your reliance on any material contained in a linked website
- Your reliance on any information provided on the BHRC website
- Your inability to access the BHRC website
- Any propagation of computer worms, virus, internet access difficulties, malfunction in equipment or software, interruption, communications, failure or delay in operation.

INDEMNITY

You indemnify BHRC in respect of any liability, loss, damage, and cost or expense suffered or incurred by us arising from or in connection with your breach of these Terms of Use or your use of the BHRC website.

INTELLECTUAL PROPERTY RIGHTS

All Intellectual Property rights in the BHRC website and the content including but not limited to all rights in respect of any trade mark and copyright material is vested in BHRC. You receive only a licence to use the BHRC website in accordance with these Terms of Use.

Except where necessary for viewing the content on the BHRC website or your browser, for printing or downloading to a local hard disk extracted for your personal and non-commercial use only, copying content to individual third parties for their personal use (but only if you acknowledge the BHRC website as the source of the material), to the extent necessary as part of a business transaction with BHRC or as permitted under the Copyright Act 1968 or other applicable laws or these Terms of Use, no Content on the BHRC website may be reproduced, adapted, uploaded to a third party, linked to, framed, performed in public, stored, distributed or transmitted in any form by any process without our prior written consent.

Your obligations in this clause will remain in full force and effect even if your access to the BHRC website is suspended or terminated.

ACCEPTANCE AND CHANGES TO THESE TERMS OF USE

You acknowledge and accept that your use of the BHRC website indicates your acceptance of these Terms of Use.