

Website Terms and Conditions

In these terms and conditions, “we” “us” and “our” refers to FEW Pty Ltd. Your access to and use of all information on this website including purchase of our service/s is provided subject to the following terms and conditions. The information is intended for residents of Australia only.

We reserve the right to amend this Notice at any time and your use of the website following any amendments will represent your agreement to be bound by these terms and conditions as amended. We therefore recommend that each time you access our website you read these terms and conditions.



Members

1. In order to access the services provided on this website, you must become a member. You must complete registration by providing certain information as set out on our membership/registration page. Please refer to our Privacy Policy linked to the footer of each page of the website, for information relating to our collection, storage and use of the details you provide on registration.
2. You agree to ensure that your registration details are true and accurate at all times and you undertake to update your registration details from time to time when they change.
3. On registration, we provide you with a password and User Name. On registration you agree to pay for our services as set out on our website.
4. We reserve the right to terminate your membership at any time if you breach these terms and conditions.
5. Our services are intended to be used by members within Australia only.

Our Website Services

6. Our services are provided to adults over the age of eighteen (18) years. By proceeding to purchase through our website, you acknowledge that you are over 18 years of age.
7. All prices are in Australian Dollars (AUD) and are subject to GST. We endeavour to ensure that our price list is current. Our price list can be accessed on the membership registration pages and we reserve the right to amend our prices at any time. If you have placed an order, we undertake to fulfil your order at the price listed at the time you ordered.

Site Access

8. When you visit our website, we give you a limited licence to access and use our information for personal use.
9. You are permitted to download a copy of the information on this website to your computer for your personal use

only provided that you do not delete or change any copyright symbol, trade mark or other proprietary notice. Your use of our content in any other way infringes our intellectual property rights.

10. Except as permitted under the Copyright Act 1968 (Cth), you are not permitted to copy, reproduce, republish, distribute or display any of the information on the FEW website without our prior written permission.
11. The licence to access and use the information on our website does not include the right to use any data mining robots or other extraction tools. The licence also does not permit you to metatag or mirror our website without our prior written permission. We reserve the right to serve you with notice if we become aware of your metatag or mirroring of our website.

Member Forums

12. FEW will provide members with an opportunity to discuss any issues you may need guidance on from colleagues or members who have experienced similar situations and you will be identified by your username as the author of any contributions you make on the Member Forum.
13. Please be mindful that all of the comments, guidance, opinions, and statements posted on the Member Forums come from other FEW members and are the responsibility of the member(s) who created the posts. The comments, guidance, opinions, and statements posted reflect the views of the member(s) who posted them and don't necessarily reflect the views of FEW.

FEW assumes no responsibility for any consequence relating directly or indirectly to any action or inaction you take based on the comments, guidance, opinions, statements or other information posted on the website. You must evaluate and bear all risks associated with the use of any content, including any reliance on the accuracy, completeness or usefulness of content posted on the Member Forums by other FEW members.

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14. Please respect others in your choice of words that you post on the forum. You are solely responsible for the content of the postings you publish. When posting on the forum, you must not:
 - Use actual names of either your organisation or employees of your organisation.
 - repeat the same line four or more consecutive times;
 - type gibberish (random keys);
 - repeat the same character excessively;
 - use swear words; or
 - type in capital letters excessively. It is considered rude to conduct all your conversation in capital letters.
15. All postings should be kept generic, to the point, and professional. Only topics of a business nature are to be discussed.
16. FEW will take all care to ensure postings are appropriate, but will not be liable for any information displayed on the member forums, whether offensive to individuals or a group of people, upsetting, defamatory, or in any way unsuitable for people under the age of 18 years, or otherwise, or for the accuracy of such information.
17. FEW reserves the right to edit or delete any material posted on the Site for any reason at its discretion.

Hyperlinks

18. This website may from time to time contain hyperlinks to other websites. Such links are provided for convenience only and we take no responsibility for the content and maintenance of or privacy compliance by a link to a third-party website. The use of hyperlink links on the FEW website to another website does not imply our endorsement, support, or sponsorship of the operator of that website nor of the information and/or products which they provide.
19. Linking to the members only pages of the FEW website is not permitted. We reserve the right to serve you with notice if we become aware of such linking.

Intellectual Property Rights

20. The copyright to all content on this website including applets, graphics, images, layouts and text belongs to FEW or we have a licence to use those materials.
21. All trademarks, brands and logos generally identified either with the symbols TM or ® which are used on this website are either owned by us or we have a licence to use them. Your access to our website does not license you to use those marks in any commercial way without prior written permission.
22. Any comments, feedback, ideas or suggestions (called "Comments") which you provide to us through the FEW website becomes our property. If in future we use your Comments in promoting our website or in

any other way, we will not be liable for any similarities which may appear from such use. Furthermore, you agree that we are entitled to use your Comments for any commercial or non-commercial purpose without compensation to you or to any other person who has transmitted your Comments.

23. If you provide us with Comments, you acknowledge that you are responsible for the content of such material including its legality, originality and copyright.

Disclaimers

24. Whilst we take all due care in providing our services, we do not provide any warranty either express or implied including without limitation warranties of merchantability or fitness for a particular purpose.
25. To the extent permitted by law, any condition or warranty which would otherwise be implied into these terms and conditions is excluded.
26. We also take all due care in ensuring that our website is free of any virus, worms, Trojan horse and/or malware, however we are not responsible for any damage to your computer system which arises in connection with your use of our website or any linked website.
27. From time to time we may host third party content on our website such as advertisements and endorsements belonging to other traders. Responsibility for the content of such material rests with the owners of that material and we are not responsible for any errors or omissions in such material.

Statutory Guarantees and Warranties to Consumers

28. Schedule 2 of the Competition and Consumer Act 2010 ("C&C Act") defines a consumer. Under the C&C Act we are a supplier of either goods or services or both to you, and as a consumer the C&C Act gives you statutory guarantees.
29. If you are a consumer within the meaning of Schedule 2 of the C&C Act of our goods or services then we give you a warranty that at the time of supply of those goods or services to you, if they are defective then:
 - a. We will repair or replace the goods or any part of them that is defective; or
 - b. provide again or rectify any services or part of them that are defective; or
 - c. wholly or partly recompense you if they are defective.
30. As a consumer under the C&C Act you may be entitled to receive from us notices under Schedule 2 section 103 of the C&C Act. In that regard:

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- a. If you are a consumer within the meaning of Schedule 2 of the C&C Act and the goods or services we are providing relate to the repair of consumer goods then we will give you any notice which we are obliged to give you under Schedule 2 section 103 of the C&C Act.
- b. If we are a repairer of goods capable of retaining user-generated data then we hereby give you notice that the repair of those goods may result in the loss of the data.
- c. If we are a repairer and our practice is to supply refurbished goods as an alternative to repairing your defective goods or to use refurbished parts in the repair, then we give you notice that the goods presented by you to us for repair may be replaced by refurbished goods of the same type rather than being repaired. We also give you notice that we may use in the repair of your goods, refurbished parts.

Limitation of Liability

31. If you are not a consumer within the meaning of Schedule 2 of the C&C Act then this clause applies to you. If you are a consumer within the meaning of the C&C Act then this clause has no effect whatsoever to in any way limit our liability or your rights. If you are not a consumer:
 - a. To the full extent permitted by law, our liability for breach of an implied warranty or condition is limited to the supply of the services again or payment of the costs of having those services supplied again.
 - b. We accept no liability for any loss whatsoever including consequential loss suffered by you arising from services we have supplied.
 - c. We do not accept liability for anything contained in the post of a user or in any form of communication which originates with a user and not with us.
 - d. We do not participate in any way in the transactions between our users.

Refund Policy

32. Annual Membership Fees
Membership fees, once paid and processed, are not refundable other than in exceptional circumstances. Applications for refund must be made in writing to the Executive Director, setting out the exceptional circumstances claimed. All applications will be considered by the Executive Director on a case-by-case basis and the Executive Director's decision on each case will be final.
Where an error has been made by FEW or a banking facility which results in an overpayment being made, FEW may, in consultation with the member, refund by either a credit of the overpayment to the member, or alternatively by cheque for the full amount of the

overpayment. cheques will be sent within 14 days to the member's address as shown on the membership database.

33. Up to three business days (72 hours) notice of cancellation is required by email or telephone in order for a full refund or credit to be provided for all Forums, Luncheons, General Events. In the event that less than 3 business days' notice of cancellation is provided, a refund or credit will not be provided, however you can substitute another person to attend on your behalf.

Indemnity

34. By accessing our website, you agree to indemnify and hold us harmless from all claims, actions, damages, costs and expenses including legal fees arising from or in connection with your use of our website.

Jurisdiction

35. These terms and conditions are to be governed by and construed in accordance with the laws of NSW and any claim made by either party against the other which in any way arises out of these terms and conditions will be heard in NSW and you agree to submit to the jurisdiction of those Courts.
36. If any provision in these terms and conditions is invalid under any law the provision will be limited, narrowed, construed or altered as necessary to render it valid but only to the extent necessary to achieve such validity. If necessary the invalid provision will be deleted from these terms and conditions and the remaining provisions will remain in full force and effect.

Privacy

37. We undertake to take all due care with any information which you may provide to us when accessing our website. However, we do not warrant and cannot ensure the security of any information which you may provide to us. Information you transmit to us is entirely at your own risk although we undertake to take reasonable steps to preserve such information in a secure manner.
38. Our compliance with privacy legislation is set out in our separate Privacy Policy which may be accessed in the website footer.

