

Shelter WA Website Terms and Conditions

These terms and conditions regulate the business relationship between you and us. By using our website in any way, or by buying from us, you agree to be bound by them.

No person under the age of 18 years may purchase goods. We look forward to seeing you again when you are over 18.

We are: Shelter WA

Our address is: Suite 2, Level 12, 256 Adelaide Terrace, Perth WA 6000

You are: a visitor to our website / our customer

The terms and conditions:

1. Definitions

In this agreement:

“Carrier”

means any person or business contracted by us to carry goods from us to you.

“Consumer”

means any individual who, in connection with this agreement, is acting for a purpose which is outside his business.

“Content”

means any content in any form published on our website by us or any third party with our consent.

“Goods”

means any of the goods/services we offer for sale on our website, or, if the context requires, goods we sell to you.

“Our Website”

means any website of ours and includes all web pages controlled by us, plus third party websites where we exclusively share content, including and not limited to, event registration platforms.

"Post"

means display, exhibit, publish, distribute, transmit and/or disclose information, content and/or other material on to our website, and the phrases "posted" and "posting" shall be interpreted accordingly.

2. Interpretation

2.1 In this agreement, unless the context otherwise requires:

- a) a reference to a person is a reference to one or more individuals, whether or not formally in partnership, or to a corporation, government body, or other association or organisation.
- b) these terms and conditions apply to all supplies of goods by us to any customer. They prevail over any terms proposed by you.
- c) any agreement by any party not to do or omit to do something includes an obligation not to allow some other person to do or omit to do that same thing.
- d) except where stated otherwise, any obligation of any person arising from this agreement may be performed by any other person.
- e) in this agreement references to a party include references to a person to whom those rights and obligations are transferred or passed as a result of a merger, division, reconstruction or other re-organisation involving that party.
- f) the headings to the paragraphs and schedules (if any) to this agreement do not affect the interpretation.
- g) a reference to an act or regulation includes new law of substantially the same intent as that act or regulation.
- h) in any indemnity, a reference to costs or expenses shall be construed as including the estimated cost of management time of the indemnified party, such cost calculated \$500 per hour.
- i) these terms and conditions apply in any event to you as a buyer or prospective buyer of our Goods and so far as the context allows, to you as a visitor to Our Website.
- j) this agreement is made only in the English language. If there is any conflict in meaning between the English language version of this agreement and any version or translation of this agreement in any other language, the English language version shall prevail.

3. Our contract with you

3.1 This agreement contains the entire agreement between the parties and supersedes all previous agreements and understandings between the parties.

3.2 Each party acknowledges that, in entering into this agreement, it does not rely on any representation, warranty, information or document or other term not forming part of this agreement.

3.3 If you use our website in any way and/or make an order on behalf of another person you warrant that you have full authority to do so and you accept personal responsibility for that use or that order.

3.4 The price of goods may be changed by us at any time. We will never change a price so as to affect the price charged to you at the time when you buy those goods.

3.5 If in future, you buy goods from us under any arrangement which does not involve your payment via our website; these terms still apply so far as they can be applied.

3.6 We do not sell the goods in all countries. We may refuse to deliver the goods if you live in a country we do not serve.

4. Acceptance of your order

4.1 Your order is an offer to buy from us. We shall accept your order by either issuing an invoice or e-mail confirmation. That is when our contract is made.

5. Price and Payment

5.1 The price payable for the Goods that you order is clearly set out on our website.

5.2 Bank charges by the receiving bank on payments to us will be borne by us. All other charges relating to payment in a currency other than Australian dollar will be borne by you.

5.3 If we owe you money (for this or any other reason), we will credit your credit or debit card as soon as reasonably practicable but, in any event, no later than 15 days from the date when we accept that repayment is due.

6. Membership

6.1 We agree to provide membership entitlements to you for 12 months. Our membership year is from 1 July to 30 June.

6.2 We agree to charge 50% of the full membership fee when new members apply for membership between 1 January and 30 June.

6.3 You will be invited to renew your membership in June and an invoice will be issued for the renewal amount.

6.4 The membership fee for the following year is determined by the Shelter WA Board.

6.5 On receipt of the invoice the invoice amount becomes due and payable. Membership entitlements are only offered once you have paid your invoice.

6.6 You must be a financial member as at 15 September to be eligible for nominating for a board position or voting in the AGM (depending on your membership category).

6.7 If you cancel your membership:

a) We do not refund or reimburse any portion of the annual membership fee that has been paid to us in advance.

7. Events

7.1 The ticket is proof of purchase, and you may be asked to present your ticket at the time of admission.

7.2 Tickets for events are per person and a ticket is required for each individual attendee for all events, including online/virtual events. If more than one person from an organisation attends and tickets have not been purchased for each individual attendee, Shelter WA will invoice the organisation for any outstanding ticket purchases.

7.3 Refunds may be available at the discretion of Shelter WA but are not automatic in the event you cannot attend the event due to a change of mind, illness or, any other issue, concern, or reason.

7.4 If Shelter WA agrees to refund the fee you have paid to attend an event, please note that this will be calculated as the amount you paid, including GST, minus any associated registration fees. Registration fees are commonly charged by third party event booking platforms and are unique to each individual event. In responding to your request for a refund, if we agree to a full or partial refund, we will advise of the amount we have agreed to refund, minus any fees, and outline the process to action the refund. Please submit your refund request directly to Shelter WA.

7.5 Refund requests will not be accepted or considered if submitted after the registration close date and time. This applies to both in person and virtual events.

7.6 If you are no longer able to attend an event for any reason, your registration/ticket may be transferrable to a suitable alternative attendee. Please contact Shelter WA via the email or contact details listed in your registration/ticket confirmation as soon as possible so that the attendee transfer request can be reviewed, and you can be notified of the outcome as soon as possible. Please note that for any approved transfer of registration, that, in the case of an in-person event, no changes to dietary requirements can be guaranteed for the new attendee.

7.7 The ticket may be valid as a tax invoice or receipt in the case of registrations or other event payments.

7.8 We have the right to file, photo, and video the event to which we have all rights to use this content for current and future promotional purposes.

7.9 Any data collected for marketing purposes from this event will be strictly in accordance with our [Privacy Policy](#).

8. Events and COVID-19

8.1 You acknowledge that any Shelter WA event may be or become subject to Government directions or regulations limiting the number of persons attending the event, limiting the number of persons that can be accommodated within the booked function space or restricting third party service providers, or otherwise preventing (directly or indirectly) the holding of the event on the scheduled date or time or at all. This may result in the Shelter WA being required to or deciding (in its absolute discretion) to:

- a) cancel or postpone the event;
- b) reduce the number of persons who may attend the event;
- c) change the venue for the event; and/or
- d) change seating configurations for attendance at the event.

8.2 If Shelter WA:

- a) cancels the event, you will receive a refund of the ticket price. Shelter WA's liability to you will be limited to the ticket price;
- b) cancels your ticket/s because of a reduction in the number of persons attending the event, you will receive a refund of the ticket price of the cancelled ticket/s. Shelter WA's liability to you will be limited to the ticket price;
- c) postpones the event to a different date, you may request your ticket/s be cancelled and the ticket price refunded. If your request is made within 7 days of notification of the new event date, a refund of the ticket price will be given. If the request is made more than 7 days after notification of the new event date, a refund of the ticket price will be at the discretion of Shelter WA (to be exercised reasonably). In any event Shelter WA's maximum liability to you in relation to postponement of the event, will be limited to the ticket price.

9. Security of your credit card

We take care to make our website safe for you to use.

9.1 Card payments are not processed through pages controlled by us. We use one or more online payment service providers or third party event registration vendors who will encrypt your card or bank account details in a secure environment as per their promise to Shelter WA as a user of such online payment service providers and third-party event registration vendors at the time of Shelter WA choosing to use their services

10. Disclaimers

The law differs from one country to another. This paragraph applies so far as the applicable law allows.

10.1 All the conditions, warranties or other terms implied by the law of any country other than the Commonwealth of Australia are excluded from this agreement to the extent permitted by law.

10.2 We or our content suppliers may make improvements or changes to our website, the content, or to any of the goods, at any time and without advance notice.

10.3 You are advised that content may include technical inaccuracies or typographical errors. This is inevitable in any large website. We would be grateful if you bring to our immediate attention, any that you find.

10.4 We give no warranty and make no representation, express or implied, as to:

- a) the quality of the goods;
- b) any implied warranty or condition as to merchantability or fitness of the goods for a particular purpose;
- c) the correspondence of the goods with any description;
- d) the adequacy or appropriateness of the goods for your purpose;
- e) the truth of any content on our website;
- f) non-infringement of any right.

10.5 We are not liable in any circumstances for special, indirect or consequential loss or any damages whatsoever resulting from loss of use, loss of data or loss of revenues or profits, whether in an action of contract, negligence or otherwise, arising out of or in connection with your use of our website or the purchase of goods.

10.6 Except in the case of liability for personal injury or death, our liability under this contract is limited, to the maximum extent permitted by law, to the value of the goods you have purchased.

11. Your account with us

11.1 You agree that you have provided, and will continue to provide accurate, up to date, and complete information about yourself. We need this information to provide you with the goods.

11.2 If you use our website, you are responsible for maintaining the confidentiality of your account and password if you have one, and for preventing any unauthorised person from using your account.

11.3 You agree to accept responsibility for all activities that occur under your account or password. You should tell us immediately if you believe some person has accessed your account without your authority and also log in to your account and change your password.

12. Security of Our Website

12.1 If you violate our website we shall take legal action against you.

12.2 You now agree that you will not, and will not allow any other person to:

- a) modify, copy, or cause damage or unintended effect to any portion of our website, or any software used within it.
- b) link to our website in any way that would cause the appearance or presentation of the site to be different from what would be seen by a user who accessed the site by typing the URL into a standard browser;
- c) download any part of our website, without our express written consent;
- d) collect or use any product listings, descriptions, or prices;
- e) collect or use any information obtained from or about our website or the content except as intended by this agreement;
- f) aggregate, copy or duplicate in any manner any of the content or information available from our website, other than as permitted by this agreement or as is reasonably necessary for your use of our website;
- g) share with a third party any login credentials to our website.
- h) Despite the above terms, we now grant a licence to you to:
 - i) create a hyperlink to our website for the purpose of promoting an interest common to both of us. You can do this without specific permission. This licence is conditional upon your not portraying us or any product or service in a false, misleading, derogatory, or otherwise offensive manner. You may not use any logo or other proprietary graphic or trademark of ours as part of the link without our express written consent.
 - ii) you may copy the text of any page for your personal use in connection with the purpose of our website.

13. Indemnity

13.1 You agree to indemnify us against all costs, claims and expense arising directly or indirectly from:

- a) your failure to comply with the law of any country;
- b) your breach of this agreement;
- c) any act, neglect or default by any agent, employee, licensee or customer of yours;
- d) a contractual claim arising from your use of the goods;
- e) a breach of the intellectual property rights of any person.

14. Intellectual Property

14.1 We will defend the intellectual property rights in connection with our goods and our website, including copyright in the content whether provided by us or by any other content provider (including copyright in text, graphics, logos, icons, images, audio clips, digital downloads, data, and software).

14.2 Except as set out below, you may not copy, modify, publish, transmit, transfer or sell, reproduce, create derivative works from, distribute, perform, display, or in any way exploit any of the content, in whole or in part.

14.3 You may not use our name or logos or trademarks or any other content on any website of yours or that of any other person.

14.4 Subject to the other terms of this agreement, you may download or copy content only for your own personal use, provided that you maintain all copyright and other notices contained in it. You may not store electronically any significant portion of any content.

15. Miscellaneous matters

15.1 When we communicate with you, we do so by email. You agree that email communications are contractually binding in the same way as properly signed and dated paper sent by post.

15.2 Where we provide services without specific charge to you, then they are deemed to be provided free of charge, and not to be associated with any other goods for which a charge is made. Accordingly, there is neither contractual nor other obligation upon us in respect of those goods or that service.

15.3 If any term or provision of this agreement is at any time held by any jurisdiction to be void, invalid or unenforceable, then it shall be treated as changed or reduced, only to the extent minimally necessary to bring it within the laws of that jurisdiction and to prevent it from being void and it shall be binding in that changed or reduced form. Subject to that, each provision shall be interpreted as severable and shall not in any way affect any other of these terms.

15.4 The rights and obligations of the parties set out in this agreement shall pass to any permitted successor in title.

15.5 No failure or delay by any party to exercise any right, power or remedy will operate as a waiver of it nor indicate any intention to reduce that or any other right in the future.

15.6 Any communication to be served on either party by the other shall be delivered by hand or sent by mail or recorded delivery or by e-mail.

It shall be deemed to have been delivered:

if delivered by hand: on the day of delivery;

if sent by post to the correct address: within 72 hours of posting;

If sent by e-mail to the address from which the receiving party has last sent e-mail: within 24 hours if no notice of non-receipt has been received by the sender.

15.7 In the event of a dispute between the parties to this agreement, then they undertake to attempt to settle the dispute by engaging in good faith with the other in a process of mediation before commencing arbitration or litigation.

15.8 This agreement does not give any right to any third party.

15.9 Neither party shall be liable for any failure or delay in performance of this agreement which is caused by circumstances beyond his reasonable control.

15.10 In the event of any conflict between any term of this agreement and the provisions of the constitution of a limited company or any comparable document intended to regulate any other corporate or collective body, then the terms of this agreement shall prevail.

15.11 The validity, construction, and performance of this agreement shall be governed by the laws of the State of Western Australia.

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