

Columba Cottage Early Learning Centre Website Terms of Service

Last updated August 2017

Introduction

Please read these terms of service carefully before using the <http://www.columbacottage.com.au> website (the “service”) operated by Columba Cottage Early Learning Centre (hereinafter referred to as CCELC). These terms of service govern use of this website and apply to all visitors, users and others who access or use this website. By using this website, you accept these terms of service in full. Your access to and use of the service is conditioned on your acceptance of and compliance with these terms. These terms apply to all visitors, users and others who access or use the Service. By accessing or using the Service you agree to be bound by these Terms. If you disagree with these terms of service or any part of these terms of service, you must not use this website.

Note: This website uses cookies. By using this website and agreeing to these terms of service, you consent to our use of cookies in accordance with the terms of CCELC's Privacy Policy.

License to use website

Unless otherwise stated, CCELC and/or its licensors own the intellectual property rights in the website and material on the website. Subject to the license below, all these intellectual property rights are reserved.

You may view, download for caching purposes only, and print pages (or downloadable content owned and distributed by CCELC) from the website for your own personal use, subject to the restrictions set out below and elsewhere in these terms of service.

You must not:

- republish material from this website (including republication on another website);
- sell, rent or sub-license 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.

Where content is specifically made available for redistribution, it may only be redistributed within the guidelines outlined and included with the applicable content.

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.

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 CCELC's 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 CCELC's express written consent.

Restricted access

Access to certain areas of this website is restricted. CCELC reserves the right to restrict access to other areas of this website, or indeed this entire website, at CCELC's discretion.

If CCELC 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.

CCELC may disable your user ID and password in CCELC's sole discretion without notice or explanation.

No warranties

This website is provided "as is" without any representations or warranties, express or implied. CCELC makes no representations or warranties in relation to this website or the information and materials provided on this website.

Without prejudice to the generality of the foregoing paragraph, CCELC 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 or medical matter you should consult an appropriate professional.

Limitations of liability

CCELC 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 CCELC 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 CCELC's liability in respect of any fraud or fraudulent misrepresentation on the part of CCELC; or matter which it would be illegal or unlawful for CCELC 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.

Other parties

You accept that, as a limited liability entity, CCELC has an interest in limiting the personal liability of its officers and employees. You agree that you will not bring any claim personally against CCELC's officers 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 CCELC's officers, employees, agents, subsidiaries, successors, assigns and sub-contractors as well as CCELC.

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

Breaches of these terms of service

Without prejudice to CCELC's other rights under these terms of service, if you breach these terms of service in any way, CCELC may take such action as CCELC 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.

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

Assignment

CCELC may transfer, sub-contract or otherwise deal with CCELC's rights and/or obligations under these terms of service 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 of service.

Severability

If a provision of these terms of service 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 of service, together with the CCELC Privacy Policy, constitute the entire agreement between you and CCELC 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 of service will be governed by and construed in accordance with the laws in force in New South Wales, and any disputes relating to these terms of service will be subject to the jurisdiction of the courts of New South Wales (subject to the application of any principle of conflict of laws inconsistent with this requirement). This site may be accessed throughout Australia and overseas. CCELC makes no representation that the content of this site complies with the laws (including intellectual property laws) of any country outside Australia. If you access this site from outside Australia, you do so on your own responsibility and are responsible for ensuring compliance with all laws in the place where you are located.

Registrations and authorisations

CCELC is owned and operated by St Columba Anglican School Council Incorporated. The CCELC's management is delegated to a Committee made up of representatives from the School and the community. This Committee oversees the strategic development and financial operations of the CCELC, whilst day-to-day management is the responsibility of the CCELC Executive Director.

CCELC is registered with the independent national authority, Australian Children's Education and Care Quality Authority (hereinafter referred to as ACECQA), through their National Quality Framework (hereinafter referred to as NQF). You can find the online version of the National Register at <http://www.acecqa.gov.au/national-registers>. CCELC's Service Approval Number is SE-00006995. CCELC's Provider Name is St Columba Anglican School Council Incorporated and Provider Approval Number is PR-00006452.

The NQF is the result of an agreement between all Australian governments that operates under an applied law system, comprising the Education and Care Services National Law and the Education and Care Services National Regulations. The NQF applies to most long day care, family day care, outside school hours care and preschools/kindergartens in Australia.

The NQF and associated regulatory system is enacted through legislation establishing the national system. The Education and Care Services National Regulations support the legislation and provide detail on a range of operational requirements for an education and care service.

CCELC's details

The full name of CCELC is Columba Cottage Early Learning Centre.

Columba Cottage Early Learning Centre is registered in Australia under Service Approval Number SE-00006995 provided by the ACECQA. Columba Cottage Early Learning Centre's registered address is 1 Iona Avenue, Port Macquarie, New South Wales, AUSTRALIA 2444.

CCELC's Australian Business Number (ABN) is 42149714015.

You can contact Columba Cottage Early Learning Centre by email to admin@ccelc.nsw.edu.au.

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