

## Terms and Conditions

### Terms of use

Terms of use of CCF NSW website <http://ccfnsw.com>

## 1 Introduction

This Website is operated by the Civil Contractors Federation New South Wales Ltd ABN 45 619 501 754.

These Terms of use apply to the use of this Website with the domain name [www.ccfnsw.com](http://www.ccfnsw.com) (Website), including participation in our discussion forums, using online forms or otherwise engaging with the website.

In using this Website, you agree to be bound by these Terms. If you do not accept these Terms, you must not use this Website. These Terms must be read in conjunction with any other applicable terms and conditions (including our Privacy Policy [here](#)) governing the use of this Website.

## 2 Terminology

In these Terms:

- the terms “we”, “us” and “our” are a reference to the Civil Contractors Federation New South Wales Ltd (CCF NSW);
- the terms “visitor”, “you” or “your” are a reference to a person visiting this website, whether as a Member or as a reader); and
- the term “Member” is a reference to a person who is registered to participate in any of the discussion forums hosted on this Website as a contributor or to log in to restricted CCF NSW Member only areas of the site.

## 3 Amendments to Terms

We reserve the right to amend these Terms from time to time. Amendments will be effective immediately upon their being posted on this page on this Website. Although we will endeavour to notify members of changes to these Terms, it is your responsibility to regularly check this page for any changes. Your continued use of the Website will amount to an agreement by you to be bound by the Terms as amended from time to time.

## 4 Membership

### General

We reserve the right to terminate your membership at any time if we believe that you have breached any of these Terms, or that any of the information that you have submitted to us (whether during the process of registering as a member or otherwise) is untrue.

### Members' obligations

By registering as a Member, you agree to abide by the following Terms:

- you are responsible for protecting the confidentiality of your password;
- you must not provide any information (whether during the registration process or otherwise)



**CIVIL CONTRACTORS  
FEDERATION**

*The Voice of the Industry*

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that is false or otherwise misleading;

- you agree to provide current, accurate and up-to-date information about yourself as required under these Terms, and to keep any information that you have provided to us (whether during the registration process or otherwise) updated so that it remains accurate;
- you must not use the Website to engage in any conduct that is unlawful, obscene, defamatory, vilifying, racist, harassing, threatening, abusive, unlawfully discriminatory, offensive, objectionable or inappropriate, or might cause harm of any kind to any person or to property or which might encourage illegal activities (including by sending, uploading, providing links to or otherwise making material available through the Website);
- you must not use the Website to breach any laws or send, upload or link to any information or material that you are not legally entitled to (including confidential information of any person or information about minors that it is unlawful to disclose);
- you must not use the Website to stalk or harass other Website users or any other persons;
- you must not create more than one Member profile;
- you must not use your Member profile for commercial gain;
- you must not post or transmit any material in which the copyright is owned by another person or entity and you warrant that all material posted is your original work and not sourced from any third party;
- you must not post any material which contains viruses or other computer codes, files or programs which are designed to limit or destroy the functionality of other computer software or hardware;
- you agree not to disrupt the flow of dialogue or otherwise act in a manner which negatively affects other Members or users;
- you must not impersonate any other person;
- when you submit information or material for publication on the Website, you grant us an irrevocable licence to edit, condense, publish, use and communicate that information or material to the public;
- you agree not to transmit any unsolicited advertising or promotional materials to other Members using contact details or other information found on this Website;
- you agree that you will only publish advertising or promotional materials within the areas of the Website that we designate (and then only in accordance with these Terms and any other document referred to in them);
- we do not make any representations or warranties that the information we provide is reliable, accurate or complete, or that your access will be uninterrupted, timely or secure. We are not liable for any loss resulting from any action taken or reliance made by you on any information or material posted by us. You should make your own inquiries and seek independent advice from relevant industry professionals before acting or relying on any information or material which appears in the discussion forum;
- if you download any material from the Website, you acknowledge that we are not liable to you for any loss or damage, however caused, arising from the downloading or subsequent use of the downloaded material. You may not adapt, reproduce, store, distribute, transmit, print, display, publish or create derivative works from any downloaded material. In addition, you may not commercialise any information products or services from the downloaded material.

## 5 Disclaimer

We do not accept responsibility for any loss or damage, however caused (including through negligence), which you may directly or indirectly suffer in connection with your use of this Website or any linked website, nor do we accept any responsibility for any such loss arising out of your use of or reliance on information contained on or accessed through this Website or any linked website.

We also do not accept responsibility for any harm or death caused to any person who uses this Website.

This disclaimer set out in these Terms does not attempt or purport to exclude liability arising under statute if, and to the extent, such liability cannot be lawfully excluded.

To the extent permitted by law, any condition, warranty or statutory guarantee which would otherwise be implied into these Terms or apply to any goods or services supplied hereunder is hereby excluded.

Where legislation implies any condition or warranty, or otherwise prescribes a statutory guarantee, and that legislation permits us to limit our liability under any such condition, warranty or guarantee, that condition or warranty will be deemed included, or that guarantee apply, but our liability will be limited for a breach of that condition, warranty or guarantee to one or more of the following: (a) if the breach relates to goods: (i) the replacement of the goods or the supply of equivalent goods; (ii) the repair of such goods; (iii) the cost of replacing the goods or of acquiring equivalent goods; or (iv) the payment of the cost of having the goods repaired; and (b) if the breach relates to services: (i) supplying of the services again; or (ii) the payment of the cost of having the services supplied again.

## 6 Specific Warnings

You must ensure that your access to this Website is not illegal or prohibited by any laws which apply to you or which apply in the location from which you are accessing this Website.

You must take your own precautions to ensure that the process which you employ for accessing this Website does not expose you to the risk of viruses, malicious computer code or other forms of interference which may damage your own computer system. We do not accept responsibility for any interference or damage to your own computer system which arises in connection with your use of this Website or any linked Website.

We do not accept liability for any losses arising directly or indirectly from our removal, suspension or termination of any part of the website, corruption to or loss of data, errors or interruptions, any suspension or discontinuance of the service, any transmissions, postings or content transmitted or posted by Members in contravention of their obligations as set out in these Terms, or any transmissions, postings or content transmitted or posted by a non-member.

You are responsible for any claim by a third party arising out of a breach of these Terms by you or by any person using your password or username, whether or not you have authorised that person to use your password or username.

You acknowledge that we cannot confirm the identity of other Members or prevent them acting under false pretences.

Responsibility for the content of advertisements appearing on this Website (including hyperlinks to advertisers' own Websites) rests solely with the advertisers. The placement of such advertisements does not constitute a recommendation or endorsement by us of the advertisers' products or services, and each advertiser is solely responsible for any representations made in connection with its advertisement.

## 7 Copyright

Copyright in this Website (including in any text, graphics, logos, icons, sound recordings and software) is owned by or licensed to us. Other than for the purposes of, and subject to the conditions prescribed under, the Copyright Act 1968 (Cth) and similar legislation which applies in your location, and except as expressly authorised by these Terms, you may not in any form or by any means:

- adapt, reproduce, frame, store, distribute, display, perform, publish or create derivative works from any part of this Website; or
- commercialise any information, products or services obtained from any part of this Website;
- without our written permission.

## 8 Trade Marks

Except where otherwise specified in writing, any word or device to which is attached the TM or ® symbol is a trade mark.

Nothing contained on this website shall be construed as granting any licence or right to use any trade mark without our prior written permission. You must not use any of our trademarks:

- in or as the whole or part of your own trademarks;
- in connection with activities, products or services which are not ours;
- in a manner which may be confusing, misleading or deceptive; or
- in a manner that disparages us or our information, products or services (including this Website).

## 9 Restricted Use

Unless we otherwise agree in writing, you may access this Website only for your personal use. You are authorised to print a copy of any information contained on this Website for your personal use, unless such printing is expressly prohibited. Without limiting the foregoing, you may not without our written permission on-sell information obtained from this Website.

## 10 Availability of Website

We reserve the right to withdraw the availability of the Website without notice.

## 11 Linked Websites

This Website may contain links to other Websites ("linked Websites"). Those links are provided for convenience only and may not remain current or be maintained.

We are not responsible for the content or privacy practices associated with linked Websites.

Our links with linked Websites should not be construed as an endorsement, approval or recommendation by us of the owners or operators of those linked Websites, or of any information, graphics, materials, products or services referred to or contained on those linked Websites, unless and to the extent stipulated in writing to the contrary on this website.

## 12 Privacy Policy

We collect and use any personal information in accordance with the terms of our Privacy Policy, which forms part of these Terms.

### **13 Security of Information**

Unfortunately, data transmissions over the Internet cannot be guaranteed as totally secure. Whilst we strive to protect such information, we do not warrant and cannot ensure the security of any information that you transmit to us. Accordingly, any information that you transmit to us is transmitted at your own risk. Nevertheless, once we receive your transmission, we will take reasonable steps to preserve the security of such information.

### **14 Termination of Access**

Access to this Website may be terminated at any time by us without notice. These Terms will nevertheless survive any such termination.

### **15 Governing Law**

These Terms are governed by the laws in force in the State of New South Wales, Australia. You agree to submit to the exclusive jurisdiction of the courts of that jurisdiction. If users access the Website from outside Australia they accept responsibility for ensuring or confirming compliance with all laws in that jurisdiction that apply to them as a result of that access or any consequent transactions or dealings with us, the Website or other users.

### **16 General**

We accept no liability for any failure to comply with these Terms where such failure is due to circumstances beyond our reasonable control.

Any waiver of our rights under these Terms must be in writing. If we waive any rights available to us under these Terms on one occasion, this does not mean that those rights will be waived on any other occasion.

If any of these Terms are held to be invalid, unenforceable or illegal for any reason, the remaining Terms shall nevertheless continue in full force.

We may transfer or sublicense our rights and obligations under these Terms but you may not.

### **17 Questions**

If you have any questions, comments or concerns arising from the website, the privacy policy or any other relevant Terms, policies and notices or the way in which we are handling your personal information, please contact us at [ccfnsw@ccfnsw.com](mailto:ccfnsw@ccfnsw.com)

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