

**Western Moorings' 1. Privacy Statement, 2. Website Disclaimer, 3. Cookies Policy and 4. Copyright Notice.****1. WESTERN MOORINGS PRIVACY STATEMENT**

Your privacy is important to Western Moorings. This privacy statement provides information about the personal information that Western Moorings collects, and the ways in which Western Moorings uses that personal information.

**Personal information collection**

Western Moorings may collect and use the following kinds of personal information:

- information about your use of this website (including personal details provided by you for contact purposes);
- information that you provide using for the purpose of registering with the website's mail lists;
- information about transactions carried out over this website;
- information that you provide for the purpose of subscribing to the website services; and
- any other information that you send to Western Moorings.

**Using personal information**

Western Moorings may use your personal information to:

- administer this website;
- modify or include in the website information provided by you;
- enable your access to and use of the website services;
- send to you products or information that you purchase or request;
- supply to you services that you purchase or request;
- send you statements and invoices;
- collect negotiated payments from you; and
- send you marketing communications.

Where Western Moorings discloses your personal information to its agents or sub-contractors for these purposes, the agent or sub-contractor in question will be obligated to use that personal information in accordance with the terms of this privacy statement.

In addition to the disclosures reasonably necessary for the purposes identified elsewhere above, Western Moorings may disclose your personal information to the extent that it is required to do so by law, in connection with any legal proceedings or prospective legal proceedings, and in order to establish, exercise or defend its legal rights.

**Securing your data**

Western Moorings will take reasonable technical and organisational precautions to prevent the loss, misuse or alteration of your personal information.

Western Moorings will store all the personal information you provide on its secure servers.

**Updating this statement**

Western Moorings may update this privacy policy by posting a new version on this website.

You should check this page occasionally to ensure you are familiar with any changes.

**Other websites**

This website contains links to other websites.

Western Moorings is not responsible for the privacy policies or practices of any third party.

**Contact Western Moorings**

If you have any questions about this privacy policy or Western Moorings' treatment of your personal information, please write to:

- by email to [admin@westernmoorings.com](mailto:admin@westernmoorings.com); or
- by post to Western Moorings, PO Box 1000, Canning Bridge, WA 6153.

**2. WESTERN MOORINGS WEBSITE DISCLAIMER****No warranties**

This website is provided "as is" without any representations or warranties, express or implied. Western Moorings 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, Western Moorings 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.

#### **Limitations of liability**

Western Moorings will not be liable to you (whether under the law of contact, 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 Western Moorings 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 Western Moorings' liability in respect of any:

- death or personal injury caused by Western Moorings' negligence;
- fraud or fraudulent misrepresentation on the part of Western Moorings; or
- matter which it would be illegal or unlawful for Western Moorings 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**

Western Moorings has an interest in limiting the personal liability of its officers and employees. You agree that you will not bring any claim personally against Western Moorings' officers or employees in respect of any losses you suffer in connection with the website.

You agree that the limitations of warranties and liability set out in this website disclaimer will protect Western Moorings' officers, employees, agents, subsidiaries, successors, assigns and sub-contractors as well as Western Moorings.

#### **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.

### **3. WESTERN MOORINGS COOKIES POLICY**

#### **About cookies**

Cookies are information packets sent by web servers to web browsers, and stored by the web browsers.

The information is then sent back to the server each time the browser requests a page from the server. This enables web servers to identify and track web browsers.

There are two main kinds of cookies: session cookies and persistent cookies. Session cookies are deleted from your computer when you close your browser, whereas persistent cookies remain stored on your computer until deleted, or until they reach their expiry date.

#### **Cookies on our website**

Western Moorings uses the following cookies on this website, for the following purposes:

- Only those associated with web host Homestead

#### **Third party cookies**

When you use Western Moorings' website, you may also be sent the following third party cookies, which may be used for the following purposes:

- Not known to Western Moorings

#### **Refusing cookies**

Most browsers allow you to refuse to accept cookies.

In Internet Explorer, you can refuse all cookies by clicking "Tools", "Internet Options", "Privacy", and selecting "Block all cookies" using the sliding selector.

In Firefox, you can adjust your cookies settings by clicking "Tools", "Options" and "Privacy".

Blocking cookies will have a negative impact upon the usability of some websites.

#### **4. WESTERN MOORINGS COPYRIGHT NOTICE**

Copyright © 2009 Western Moorings

##### **Ownership of copyright**

The copyright in this website and the material on this website (including without limitation the text, computer code, artwork, photographs, images, music, audio material, video material and audio-visual material on this website) is owned by Western Moorings and its licensors.

##### **Copyright license**

Western Moorings grants to you a worldwide non-exclusive royalty-free revocable license to:

- view this website and the material on this website on a computer or mobile device via a web browser;
- copy and store this website and the material on this website in your web browser cache memory; and
- print pages from this website for your own use.

Western Moorings does not grant you any other rights in relation to this website or the material on this website. In other words, all other rights are reserved.

For the avoidance of doubt, you must not adapt, edit, change, transform, publish, republish, distribute, redistribute, broadcast, rebroadcast or show or play in public this website or the material on this website (in any form or media) without Western Moorings' prior written permission.

##### **Data mining**

The automated and/or systematic collection of data from this website is prohibited.

##### **Permissions**

You may request permission to use the copyright materials on this website by writing to [admin@westernmoorings.com](mailto:admin@westernmoorings.com) or Western Moorings, PO Box 1000, Canning Bridge, WA 6153 (AUSTRALIA).

##### **Enforcement of copyright**

Western Moorings takes the protection of its copyright very seriously.

If Western Moorings discovers that you have used its copyright materials in contravention of the license above, Western Moorings may bring legal proceedings against you seeking monetary damages and an injunction to stop you using those materials. You could also be ordered to pay legal costs.

If you become aware of any use of Western Moorings' copyright materials that contravenes or may contravene the license above, please report this by email to [admin@westernmoorings.com](mailto:admin@westernmoorings.com) or Western Moorings, PO Box 1000, Canning Bridge, WA 6153 (AUSTRALIA).

##### **Infringing material**

If you become aware of any material on the website that you believe infringes your or any other person's copyright, please report this by email to [admin@westernmoorings.com](mailto:admin@westernmoorings.com) or Western Moorings, PO Box 1000, Canning Bridge, WA 6153 (AUSTRALIA).

#### **This privacy statement, website disclaimer, cookie policy and copyright notice**

Western Moorings' privacy statement website disclaimer, cookie policy and the copyright notice are all based on a precedent created by [employmentlawcontracts.co.uk](http://employmentlawcontracts.co.uk) and published by [freenetlaw.com](http://freenetlaw.com).