

## **Terms and Conditions**

### **About the Website**

Hello and welcome to [www.recorconsulting.com](http://www.recorconsulting.com) ('**Website**').

The Website is owned by RECOR Pty. Ltd. (ACN 647 469 707) ('**RECOR**', '**we**', '**our**' or '**us**').

Our Website is a platform for you and members of the public to contact us, receive updates and information about the services we offer.

### **Acceptance of the Terms**

Please read these terms and conditions (the '**Terms**') carefully.

By using, browsing and/or reading our Website, this signifies that you have read, understood and agree to be bound by the Terms.

If you do not agree with the Terms, you must stop using, browsing and/or reading our Website immediately.

We may review and change any of the Terms by updating this page at any time. Any changes to the Terms take immediate effect from the date of their publication.

Before you continue, we recommend you keep a copy of the Terms for your records.

### **General Disclaimer**

We are a multidisciplinary team made up of engineers and project professionals. We provide the material on our Website for general guidance and interest only. You should not rely on it for professional advice.

Things are always changing. We try to regularly update the contents of this Website, but we do not guarantee that the material is correct and up to date.

Your use of our Website is not intended to create a solicitor-client relationship between you and us. You should seek specific professional independent advice before taking any action in relation to any of the material on our Website.

### **Third party websites and content**

Sometimes, we may provide links to other websites for information purposes.

We do not accept any responsibility for the material on such sites, or for any transaction you may enter into with the provider of such sites.

We do not make any representations or warranties as to the accuracy or currency of material contained on any other linked websites.

## **Social Media**

Our Website contains links to our social media pages. These Terms also apply to your use of any related third party websites that we use for social media, such as our Facebook, Instagram and LinkedIn pages.

All comments, images, videos and any other type of material posted on any third party social networking site do not necessarily reflect our opinions or ideas and we are not responsible for that content.

All material posted on any of our pages on third party social networking sites must comply with these Terms and the terms of use of the third party social networking site, as applicable.

## **Intellectual Property**

We own all copyright, trademarks, service marks, trade names and all other intellectual property rights in this Website and material contained on this Website, except where indicated otherwise. The material on the Website is protected by copyright under the laws of Australia and through international treaties.

“Recor” is a registered trademark.

You may only reproduce material from this Website for non-commercial or private use and must ensure that Recor is appropriately acknowledged. We do not grant you any other rights whatsoever in relation to our Website. We reserve all other rights.

Accessing the Website does not give you ownership of any intellectual property rights in the Website or the content you access. We (or our contributors) retain all rights, title and interest in and to the Website.

## **Privacy**

We take your privacy seriously. Any information provided to us through your use of the Website is subject to our Privacy Policy.

Recor is committed to protecting and respecting your privacy. You acknowledge that your personal information may be stored and used to administer your account and for reasonably expected means such as direct marketing purposes. This includes sending you information about new developments, products, services and special offers by post, telephone or any form of electronic communication. You authorise us to use any email address or other contact information you provide to us at any time for this purpose.

You may unsubscribe from these communications at any time by clicking “unsubscribe” at the bottom of any email communication we send to you or by emailing “unsubscribe” to [admin@recorconsulting.com](mailto:admin@recorconsulting.com).

We will still send you what we consider to be essential information relating to any professional services that you have engaged us in relation to, even if you opt out of receiving direct marketing material.

## **No warranties or representations**

We provide the content, products and services on the Website using an appropriate level of skill and care for general guidance and interest only.

You use our Website at your own risk. We do not make any promises about the content, products and services on our Website or their reliability, availability, or ability to meet your needs.

All terms, guarantees, warranties, representations, endorsements, or conditions which are not expressly stated in the Terms are excluded, to the extent permitted by law.

## **Limitation of liability**

To the extent permitted by law, we and our affiliates, directors, officers, employees, agents, contributors and licensors will not be liable to you for any direct, indirect, incidental, special, consequential or exemplary losses or damages which are or may be suffered or incurred by you, however caused and under any theory of liability, in connection with this Website. This includes, but is not limited to, any loss of profit, loss of opportunity, loss of goodwill, or loss of business reputation, and any other tangible or intangible loss arising out of or in connection with this Website, whether at common law, under contract, tort (including negligence), in equity, pursuant to statute or otherwise.

## **Indemnity**

You agree to indemnify and forever release and discharge us and our affiliates, directors, officers, employees, agents, contributors, third party content providers and licensors from and against:

1. all actions, suits, claims, demands, liabilities, costs, expenses, loss and damage (including legal fees on a full indemnity basis) incurred, suffered or arising out of or in connection with the Website;
2. any direct or indirect consequences of you accessing or using the Website or attempts to do so; and/or
3. any breach of the Terms.

## **Dispute Resolution**

If a dispute arises out of or relates to the Terms (**‘Dispute’**), you must not commence any tribunal or court proceedings in relation to the Dispute, unless the following clauses have been complied with.

If you have a Dispute, you must give written notice to us detailing the nature of the Dispute, the desired outcome and the action required to settle the Dispute (**‘Notice’**).

Once we receive your Notice, we will endeavour to resolve the Dispute by negotiation with you or such other means upon which we may agree with you.

All communications concerning negotiations made between us and you in connection with any Dispute are confidential and, to the extent possible, must be treated as “without prejudice” negotiations for the purpose of applicable laws of evidence.

### **Governing Law and Jurisdiction**

The Website is intended to be viewed by residents of Australia.

The Terms are governed by the laws of Queensland, Australia, and you irrevocably and unconditionally submit to the non-exclusive jurisdiction of the courts of Queensland, Australia and any courts which may hear appeals from those courts.

Any Dispute, controversy, proceeding or claim of whatever nature arising out of or in any way relating to the Website and the rights created under these Terms are to be governed, interpreted and construed by, under and pursuant to the laws of Queensland, Australia, without reference to conflict of law principles, despite mandatory rules.

### **Termination**

These Terms terminate automatically if, for any reason, we cease to operate the Site.

We may otherwise terminate these Terms immediately, on notice to you, if you have breached these Terms in any way.

### **General**

You have taken the opportunity to obtain independent advice and you agree that these Terms are fair and reasonable.

If any part of these Terms is found to be void or unenforceable, that part shall be severed but the rest of the Terms will still apply.

You must not assign, sub-licence or otherwise deal in any other way with any of your rights under these Terms.

**Thank you for reading our Terms! If you want to get in touch with us, please see our contact page.**

### **Disclaimer**

We are a multidisciplinary team made up of engineers and project professionals. We provide publications like this one for general guidance and interest only. The insight in our publications are of a general nature and you should not rely on them for professional advice. If you require professional advice, please contact us directly.

Things are always changing. We try to regularly update our publications, but we do not guarantee that the material is correct and up to date.

Your access to this publication is not intended to create a solicitor-client relationship between you and us.

While we seek to link you to reliable information we are not responsible for the information contained in any link and exclude all liability in connection with the use of linked resources.

We hope the conversations that take place will be creative, constructive, and conversational. To ensure the quality of the discussion, our moderating team will review all comments. Comments that are overly promotional, mean-spirited, or off-topic may be deleted per the moderator's judgement. All postings become the property of Recor.

For more information, see our Terms and Conditions.

## **Privacy Policy**

We at Recor are committed to protecting your privacy and complying with our duties under the *Privacy Act 1988* (Cth) (**Privacy Act**) and the Australian Privacy Principles (**APPs**).

We work hard to be open and transparent to protect your information that we may collect. To help you understand the why, what and how we collect your personal information please take the time to read this Privacy Policy and if you have any questions please contact us.

### **Collecting personal information**

The information you provide to us is predominantly collected to allow us to perform our functions as profession service providers.

We also want to enhance your use of the Website and continually make improvements to the Website as well as keep you informed of upcoming events and activities that might be relevant to you. Collecting personal information assists us with performing those functions.

We will generally collect personal information directly from you. Depending on the nature of your dealings with us, the personal information we collect may be including but not limited to your:

1. name;
2. contact details;
3. company information; and
4. financial information such as bank account details and credit card details.

If you do not provide us with the requested information necessary for us to carry out our ability as professionals our service may be adversely affected.

### **How we collect information**

We will usually collect our personal information directly from you when you provide your details to us. This may be when you enquire about our services, if you register to attend one of our events or if you engage us to act for you or contact us for any other reason.

We may also collect personal information from third parties, such as an employer, agent or adviser or from publicly available sources such as company and property searches.

If someone else provides us with your personal information that we did not ask for we will take reasonable steps to determine whether or not we could have obtained the information from you and if not we will destroy and de-identify the information. However, this notice will not be provided if doing so would be a breach of an obligation of confidence.

Unless required or authorised by law to retain your personal information, we will destroy the personal information when we determine that we no longer need it.

### **Collection of Information through our Website**

When you visit the Website the server may attach a “cookie” to your computer’s memory. A “cookie” assists us to store information on how visitors to the Site use it and the pages that may be of most interest. This information may be used to provide users of your computer with information that we think may interest them. If you choose, you should be able to configure your computer so that it disables “cookies” or does not accept them.

### **Use and disclosure of information**

We use personal information where reasonably necessary to carry out our functions as professionals. This may including disclosing the information:

1. on social media sites on which we have a presence;
2. where we are required to by law; and
3. any other purpose provided we have obtained your express consent to do so.

In order to deliver professional services, we may disclose your personal information to other organisations but only in relation to providing our services to you. We take reasonable steps to ensure that these organisations are bound by privacy obligations in relation to the protection of your personal information.

### **Direct marketing**

You acknowledge that your personal information may be used for reasonably expected means such as direct marketing purposes. This includes sending you information about new developments, products, services and special offers by post, telephone, or any form of electronic communication. You authorise us to use any email address or other contact information you provide to us at any time for this purpose.

You can opt out of our directing marketing services at any time by emailing “unsubscribe” to [admin@recorconsulting.com](mailto:admin@recorconsulting.com).

We will still send you what we consider to be essential information relating to the services we provide, even if you opt out of receiving direct marketing material.

### **Accuracy of your information**

We take reasonable steps to ensure that the personal information held by us is accurate, complete and up to date. If you believe that any of your personal information is inaccurate, please contact us and we will take reasonable steps to correct it.

### **Third Parties and your information**

We will only collect, store, use or disseminate information that personally identifies you as set out in this Privacy Policy.

The Website may link directly to websites operated by third parties for your convenience. You acknowledge that these third party sites are not operated by us. We encourage you to always read the applicable privacy policy of any third party site as they may differ substantially from this Privacy Policy.

We are not responsible for the content or practices of any third party sites or their privacy policies regarding the collection, storage, use and dissemination of your personal information.

### **Transfer of Information Overseas**

We may use third party service providers who are based overseas and as such we may disclose your personal information to third parties in foreign countries. By providing personal information to us you consent to this disclosure.

Whilst we do not in the usual course of our business, disclose or transfer any personal information to overseas recipients, you acknowledge that we are not responsible for the privacy practices of these third parties and that the APPs do not apply to third parties located overseas.

### **Your consent**

By your use of the Website and our services, you consent to the collection, storage, use and dissemination of your personal information in accordance with this Privacy Policy and as otherwise permitted under the Privacy Act.

### **Storage and security**

We will use all reasonable endeavours to keep your personal information in a secure environment, however, this security cannot be guaranteed. Our procedures are designed to prevent your personal information being accessed by unauthorised personnel, lost or misused. If you reasonably believe that there has been unauthorised use or disclosure of your personal information please contact us.

### **Variation and consent to variation**

We may vary the terms of this Privacy Policy at any time to account into account new laws or updates to our operations.

You should check this Privacy Policy regularly so that you are aware of any variations made to this Privacy Policy. You will be deemed to have consented to such variations by your continued use of the Site or our services following such changes being made.

### **Access to information we hold about you**

If you request access to the personal information we hold about you, we will respond to your request within a reasonable period of time and, where reasonable and practicable, give access to the information in the manner you request. This will be subject to any exemptions allowed under the Privacy Act. We may charge a reasonable fee for providing that information of which you will be advised of in advance.

## **Contact**

Thank you for reading our Privacy Policy, if you have any questions or require access to information that we hold, please contact our Data Policy Officer by sending an email to us at [admin@recorconsulting.com](mailto:admin@recorconsulting.com).

If you consider that we have breached our Privacy Policy, the Privacy Act or the APPs, you can make a complaint to our Data Policy Officer.

When contacting us, you have the option to either not identify yourself or to use a pseudonym unless it is impractical for us to communicate with you or if we are required or authorised under Australian law (or a court or tribunal order) to only deal with individuals who have identified themselves.

Any complaint will be investigated our Data Policy Officer, and you will be notified of a decision in relation to your complaint as soon as practicable.

If you are not satisfied that we have resolved your query or complaint, you can contact the Office of the Information Commissioner:

PO Box 10143  
Adelaide Street Brisbane  
Queensland 4000  
[www.oic.qld.gov.au](http://www.oic.qld.gov.au)