

## MACCORMAC ARCHITECTS PRIVACY STATEMENT / DISCLAIMER

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

### Personal information collection

MacCormac Architects may collect and use the following kinds of personal information:

- [information about your use of this website;]
- [information that you provide using for the purpose of registering with the website (including [INSERT DETAILS]);]
- [information about transactions carried out over this website (including [INSERT DETAILS]);]
- [information that you provide for the purpose of subscribing to the website services (including [INSERT DETAILS]); and]
- [any other information that you send to MacCormac Architects.]

### Using personal information

MacCormac Architects may use your personal information to:

[administer this website;]  
[personalize the website for you;]  
[enable your access to and use of the website services;]  
[publish information about you on the website;]  
[send to you products that you purchase;]  
[supply to you services that you purchase;]  
[send you statements and invoices;]  
[collect payments from you; and]  
[send you marketing communications.]

Where MacCormac Architects 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, MacCormac Architects 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

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

MacCormac Architects will store all the personal information you provide on its secure servers.

[Information relating to electronic transactions entered into via this website will be protected by encryption technology.]

### Cross-border data transfers

Information that MacCormac Architects collects may be stored and processed in and transferred between any of the countries in which MacCormac Architects operates to enable the use of the information in accordance with this privacy policy.

[In addition, personal information that you submit for publication on the website will be published on the internet and may be available around the world.]

You agree to such cross-border transfers of personal information.

### Updating this statement

MacCormac Architects 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.

MacCormac Architects is not responsible for the privacy policies or practices of any third party.

### Contact MacCormac Architects

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

- by email to [kym@maccarch.com.au](mailto:kym@maccarch.com.au); or
- by post to MacCormac Architects Level 6/105 St Georges Terrace, Perth WA 6000.

### This privacy statement

This privacy statement is based on a precedent created by [employmentlawcontracts.co.uk](http://employmentlawcontracts.co.uk) and published by [freenetlaw.com](http://freenetlaw.com).

## TEMPLATE WEBSITE DISCLAIMER

### No warranties

This website is provided "as is" without any representations or warranties, express or implied. MacCormac Architects 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, MacCormac Architects 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

MacCormac Architects 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 MacCormac Architects 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 MacCormac Architects liability in respect of any:

- death or personal injury caused by MacCormac Architects negligence;
- fraud or fraudulent misrepresentation on the part of MacCormac Architects; or
- matter which it would be illegal or unlawful for MacCormac Architects 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, MacCormac Architects has an interest in limiting the personal liability of its officers and employees. You agree that you will not bring any claim personally against MacCormac Architects 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 MacCormac Architects officers, employees, agents, subsidiaries, successors, assigns and sub-contractors as well as MacCormac Architects.

### 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.

### This website disclaimer

This website disclaimer is based on a precedent created by [template-contracts.co.uk](http://template-contracts.co.uk) and published by [freenetlaw.com](http://freenetlaw.com)