



Terms and Conditions of Website

Welcome to Ernest Photography.

These are our Terms & Conditions for use of the website located at www.ernestphotography.com.au (Site). You may access the Site in several ways, including but not limited to the web, PDAs, mobile phones and RSS feeds. These Terms & Conditions apply whenever you access the Site, regardless of how you access the Site.

Use of this site

1. Ernest Photography is the owner and operator of this Site.
2. You agree to be bound by these Terms & Conditions, which are subject to change at Ernest Photography's sole discretion. Your use of and access to this Site indicates your acceptance of these Terms & Conditions, as they exist at that time.
3. You must not:
 - use the Site for any activities, or post to or using the Site any information or materials, which breach any laws or infringe a third party's rights or privacy or impersonate another person when using the Site;
 - use the Site in a way which interferes with other users or defames, harasses, threatens, menaces or offends any person or which inhibits any other user from using or enjoying the Site;
 - use the Site to send unsolicited commercial or bulk electronic mail messages to anyone;
 - make any fraudulent or speculative enquiries, bookings, reservations or requests using the Site;
 - post to or transmit to or via the Site any obscene, indecent, inflammatory or pornographic material or material that could give rise to civil or criminal proceedings;
 - tamper with, interfere with the operation of or make unauthorised modifications to the Site;
 - knowingly transmit any malware or other disabling feature to or via the Site; and
 - attempt any of the above acts or permit another person to do any of the above acts.

You indemnify Ernest Photography and its affiliated companies, and each of their directors, officers, employees and agents against any action, claim, loss or expense which it incurs which arises from any of your conduct which breaches these Terms & Conditions.

Intellectual Property

4. All intellectual property or content on this Site belongs to Ernest Photography or its licensors, advertisers or affiliates. All content on this Site is protected by Australian and international copyright and other intellectual property laws. You may not do anything which interferes with or breaches those laws or the intellectual property rights in the content.

5. You may download and view content or print a copy of material on this Site for personal, non-commercial use provided you do not modify the content in any way (including any copyright notice). All rights not expressly granted under these terms of use are reserved by Ernest Photography. Unless expressly stated otherwise, you are not permitted to copy, or republish anything you find on the Site without the copyright or trademark owner's permission.

You must not, without the prior written consent from Ernest Photography:

- copy, adapt, store in a retrieval system, transmit, print, display, publish or create derivative works from any part of the content or design of this website;
- cause any of the material to be framed or embedded in another website; or
- commercialise any information, products or services on this website.

6. Trade marks may be displayed on the Site from time to time. These may belong to Ernest Photography or to third parties. Nothing displayed on the Site should be construed as granting any license or right of use of any logo, trade mark, business name or masthead displayed on the Site, without the express written permission of the relevant owner.

Liability & Indemnity

7. Ernest Photography does not warrant the currency, accuracy or availability of the content on the Site. The content is provided "as is" and on an "as available" basis and on the condition that Users undertake all responsibility for assessing the accuracy of the content and rely on it at your own risk.

All content on the Site may be changed at Ernest Photography's sole discretion and without notice, including prices displayed and products and services offered for supply. You should check the price of a product or service before placing an order for it.

8. Ernest Photography will have no responsibility or liability in relation to any loss or damage that you incur, including damage to your software or hardware, arising from your use of or access to this Site.

9. Ernest Photography does not warrant that the Site, the Site content or functions contained in the Site content, such as hyperlinks, will be uninterrupted or error free, that defects will be corrected or that the Site or the server that makes it available are free of viruses or bugs.

10. To the extent permitted by law, all other representations, conditions or warranties, whether based in statute, common law or otherwise are excluded. To the maximum extent permitted by law, liability of Ernest Photography for any breach of a term or condition implied by law is limited, at Ernest Photography's discretion, to the supply of any service again or the payment for the cost of having any service supplied again.

11. You indemnify Ernest Photography and its affiliated companies, and each of their directors, officers, employees and agents against any action, claim, loss or expense which it incurs which arises from your use of the Site and any content accessed through the Site.

Third Party Content & Links

12. This site may include third party content which is subject to that third party's terms and conditions of use. Nothing on this Site should be construed as granting any license or right for you to use that content.

13. This site may include links to third party sites which are not related to Ernest Photography and in relation to which Ernest Photography has no control or interest. The appearance of those links on this site does not indicate any relationship between Ernest Photography and that third party or any endorsement by Ernest Photography of that third party, its site or the products or services which it is advertising on this Site.

General

19. The terms that apply to this Site are those that are expressly set out in these Terms & Conditions and those implied by consumer protection laws to the supply of the Site and any services requested through the Site that are unable to be excluded. No other terms apply.

20. If any of these Terms & Conditions are invalid or unenforceable, the relevant term will be struck out and the remaining terms will continue to apply.

21. If Ernest Photography does not act in relation to a breach by you of the Terms & Conditions, this does not waive our right to act with respect to subsequent or similar breaches.

22. These Terms & Condition are governed by and must be interpreted in accordance with the laws of Victoria, Australia.