

This website is owned and operated by SKA Electrical.

By accessing this Website you accept the Terms and Conditions set out below ("Terms and Conditions"). Your continued use of this Website is conditional on your compliance with the Terms and Conditions. We are committed to protecting your privacy and the security of your personal information. Please review the Terms and Conditions carefully and contact us should you have any questions.

The Terms and Conditions on this page forms part of the overall privacy management framework of SKA Electrical and illustrates that we handle your personal information in accordance with the Australian Privacy Principles set out within the Australian Privacy Act 1988 (Cth).

1. Definitions

1.1 Unless the context is inconsistent, the following definitions apply to these Terms and Conditions and any or all agreements:

(a) "You" and "Your" means you, the person accessing this website and accepting the Terms and Conditions and in the case of a corporation, its officers, employees, servants, agents and permitted assigns and, in the case of a natural person or persons, their and each of their respective heirs, personal legal representatives and permitted assigns. Where the Customer is a consumer, the definition of Consumer in the Competition and Consumer Act 2010 applies;

(b) "the Company", "we", "us" and "our" means SKA Electrical;

(c) "Privacy Act" means Australian Privacy Act 1988 (Cth);

(d) "APP" means the Australian Privacy Principles;

(e) "SKA Electrical" means SKA Electrical (ABN 617 493 475 53) and its successors;

(f) "Website" means www.skaelectrical.com.au; and

(g) "Terms and Conditions" means these Website terms and conditions.

1.2 In these Terms and Conditions, unless the context is inconsistent, the following terms have the meanings given to them in the legislation and jurisdiction that governs them.

2. Cookies and Data

2.1 By using the SKA Electrical website you consent to the use of cookies. We collect data for statistical and analytical purposes to measure Website activity. Collecting data on website traffic provides us with statistics that will assist us in creating a better service and analyse how we improve our Website. We disclose that some affiliate and advertising partners may also use cookies.

3. Personal Information

3.1 We may request and record identifying information about you. Pursuant to the Privacy Act the data we may collect includes:

(a) your name, contact number, postal/residential address and email address;

(b) any information connected to an enquiry; and

(c) any other personal information provided through our Website or as otherwise requested by us or provided by you.

3.2 The retention and use of your personal information will occur only where there is a legal basis to do so or for the purpose for which you have provided it.

3.3 You acknowledge and agree that we will collect, hold, disclose and use your personal information where reasonably necessary for the purposes of, or related to:

(a) research, business development and marketing;

(b) contacting and communicating with you;

(c) the initial stage of an enquiry;

- (d) delivering products and services to you;
- (e) making our Website more attractive, intuitive and personalised, including the use of device data (IP address, unique device identifier, cookies and other data linked to usage of our on-line platforms) and your activity whilst using these on-line platforms;
- (f) the measurement, analytics and profiling of SKA Electrical Website to advance our business development and marketing strategies;
- (g) the management of our accounting records, such as invoicing, record keeping, finance modelling and analysis;
- (h) seeking consent in relation to publications of reviews and testimonials;
- (i) promotional activity, competitions and offering additional benefits to you;
- (j) a specific purpose directed by you e.g. sending you a newsletter;
- (k) compliance with a legal obligation;
- (l) the resolution of disputes;
- (m) recruitment and considering your employment application; and
- (n) other purposes related to our business.

3.4 We may collect, hold, disclose and use your personal information in ways other than those listed at clause 3.3 pursuant to the requirements of the Privacy Act.

3.5 Disclosure of your personal information to third parties will not occur unless you have consented to that disclosure, the disclosure is required or permitted by law or for the purpose of:

- (a) Debt collection;
- (b) Enabling third parties to provide services to you, including but not limited to:
 - (i) IT service providers, data storage, hosting, ad networks, analytics, error loggers, maintenance or problem-solving services, professional advisors, payment system operators
 - (ii) Our employees;
- (c) Contractor services, agents or related entities who assist us in providing information, products, services, business development or marketing. This may include parties located, or that store data, outside of Australia;
- (d) Collecting and processing data;
- (e) Sponsorship or promoters for competitions we operate;
- (f) Credit reporting agencies;
- (g) Tribunals, regulatory authorities and law enforcement officers; and
- (h) Establishing, exercising or defending our legal rights.

3.6 By providing us with your personal information you consent to the disclosure of it pursuant to these Terms and Conditions and the Privacy Act.

3.7 Any person under the age of 18 years you must immediately cease accessing and using this Website unless the minor has permission from a parent or guardian.

4. Transfer and Disclosure

4.1 We reserve the right to transfer and disclose any of your personal information should our assets be acquired if the structure and control of SKA Electrical changes upon the transition of service to another provider or a sale, transfer or securitisation of any of our business assets.

4.2 Your personal information may be disclosed in good faith to a potential purchaser, lender or alternative service provider during the due diligence investigations and on a confidential basis.

4.3 The disclosure, use, transfer and collection of your personal information pursuant to these Terms and Conditions and the Privacy Act does not shift our commitment to protecting your privacy.

5. Limits

5.1 We have no access to third party and external sites that are not operated by SKA Electrical.

5.2 We are not responsible, or liable, for the protection and privacy of the personal information you share to third party websites and we do not accept responsibility for the privacy practice of third party or external sites.

5.3 Despite our best efforts to encrypt information and take reasonable steps to protect your personal information, by access this Website you acknowledge that we that we will not be responsible for the use of your personal information by third parties.

6. Unsubscribe

6.1 We strive to protect your personal information, providing a high-quality service and process information in a transparent manner. As a result, we may send you marketing, promotional and other information related to SKA Electrical. To unsubscribe from our email-database or opt-out of communications, please contact us or use the facilities provided in the communication.

7. Correction to Personal Information

7.1 You may seek the correction of any inaccuracies, request access to your personal information and correction of your personal information if you require. You may also seek correction of any personal information held by us if that information is inaccurate, out of date, incomplete, irrelevant, misleading or otherwise. Please contact us and we will take reasonable steps to correct any misinformation.

8. Licence

8.1 SKA Electrical owns the intellectual property rights for, and the copyright in, all material on this Website, unless otherwise stated. All intellectual property rights are expressly reserved.

8.2 You are permitted to view and print pages from this Website for personal reference and non-commercial use, subject to restrictions set in these Terms and Conditions.

8.3 Subject to Clause 8.2, you are not permitted to copy, adapt, use, reproduce, communicate or commercialise any of the SKA Electrical content contained on this Website without the prior written permission of SKA Electrical, other than for the purposes set out in the Copyright Act 1986 (Cth).

8.4 Subject to Clause 8.2, You must not:

- (a) Republish material from this Website;
- (b) Sell, rent or sub-license material from this Website;
- (c) Reproduce, duplicate or copy material from this Website;
- (d) Redistribute content from this Website, unless that content is specifically made for redistribution; and
- (e) Hyperlinking to our Website content.

8.5 Despite the preceding clause, and subject to Clause 8.2, the following organisations may link this Website without prior written approval:

- (a) Government agencies;
- (b) Search engines;
- (c) News organisations;
- (d) Online directory distributors; and
- (e) Our industry partners, including direct suppliers and sub-contractors.

8.6 Entities at Clause 8.5 and Clause 8.7 must only link to this Website if the context and words associated with the link are:

- (a) not in any way misleading;
- (b) not unfavorable to SKA Electrical;
- (c) not interpreted as obscene, or criminal, or violating SKA Electrical or any third party rights;
- (d) not falsely imply sponsorship, endorsement or approval of the linking party, the products of the linking party or its services;

- (e) suitable to the editorial context of the linking party's site; and
- (f) furthering the mission of SKA Electrical and benefits SKA Electrical.

8.7 At our sole discretion, and subject to Clause 8.6, we may consider and approve other link requests from the following types of organisations:

- (a) commonly-known consumer and/or business information sources;
- (b) dot.com community sites;
- (c) associations or other groups representing charities, including charity giving sites
- (d) online directory distributors;
- (e) internet portals;
- (f) accounting, law and consulting firms whose primary clients are businesses; and
- (g) educational institutions and trade associations.

8.8 The entities recorded at Clause 8.7 must, if interested in linking to this Website, notify us by sending an email to admin@skaelectrical.com.au and include your name, organisation, contact information and link to your site which you intend to link to this Website.

8.9 We reserve the right to request the removal of any link at our discretion, or all links, to this Website and you agree to immediately remove all links to this Website upon our request.

8.10 We reserve the right to consider a request to remove a link(s) from this Website but expressly record that we have no obligation to action the request or respond to you directly.

9. Disclaimer of Liability

9.1 At our discretion, these Terms and Conditions may be amended, including additions or deflection, to reflect new policy changes. We will take reasonable action to notify you about amendments to these Terms and Conditions by releasing the updated version on our Website. Your continued use of the Website following that notification will represent an agreement by you to be bound by the Terms and Conditions as amended

9.2 SKA Electrical excludes all implied or express representations, warranties and conditions relating to the use of this Website and in addition:

- (a) SKA Electrical does not make any representation or warranty:
 - (i) about the completeness or accuracy of the material and content on this Website;
 - (ii) that the Website will remain available and updated; and
 - (iii) that the material contained on this Website is free from viruses or other defects;
- (b) SKA Electrical is not liable for any loss or damaged arising from or in connection with the use of this Website;
- (c) SKA Electrical is not responsible or liable for any loss or damage arising from or in connection with the use of third party and external websites; and
- (d) SKA Electrical does not purport to sponsor, recommend, approve or endorse any of the third party and external websites that are not operated by SKA Electrical.

9.3 If you place any reliance upon any linked third party and external websites that are not operated by SKA Electrical, then you do so at your own risk.

9.4 Under no circumstances will SKA Electrical be liable for any incidental, special or consequential damages, including damages for loss of business or other profits arising in relation to use or access of or inability to use and access the Website and any links to third party and external websites.

9.5 All information provided by SKA Electrical on this Website is presented in good faith. You accept that the information is general and does not form a contract with SKA Electrical.

SKA Electrical operates a transparent privacy practice and takes your concerns seriously. Please contact us if you are not satisfied and we will endeavour to resolve the privacy complaint in a fair and expeditious manner.