

TERMS AND CONDITIONS OF SERVICE

Thank you for using Skippers at Dundee.

The Terms and Conditions of Service set out below ("**Terms**") govern your access and use of Skippers at Dundee (**Skippers at Dundee**) services (including accommodation, access to the facilities, tours or any other service provided by Skippers at Dundee) (collectively the "**Services**") and form a binding agreement between Skippers at Dundee Pty Ltd ACN 663 608 482 (collectively or individually "**Skippers at Dundee**", "**we**", "**us**", "**our**" and similar grammatical forms) and you as Guest ("**you**", "**your**" and similar grammatical forms). Guests who use, access, and/or subscribe to Skippers at Dundee's Services must do so under the following Terms (this "**Agreement**"). This Agreement constitutes a legally binding agreement between Skippers at Dundee and you. Please read it carefully and contact us if you have questions or concerns.

The Services, including all intellectual property and confidential information, is owned and operated by Skippers at Dundee. Our privacy policy is located at [<https://www.skippersatdundee.com/>] ("**Privacy Policy**").

By using or accessing the Services or making a Booking, you acknowledge that you have read, understood, and agree to be bound by the terms of this Agreement. If you do not agree to this Agreement, then please cease using the Services immediately. We recommend that you save a copy of this Agreement for your records.

Skippers at Dundee may, from time to time, amend this Agreement. Any such amendments will be posted on the Website and will take effect at least fourteen (14) days after such posting. If you do not accept such amendments to the Agreement, you cannot continue accessing or using the Services. By continuing to access or use the Services, you agree that the then current version of this Agreement (including any amendments effective at that time) or Privacy Policy applies to your access and use of the Services.

1. Interpretation

- 1.1 In these Terms, words importing the singular include the plural and vice versa. References to a party includes a corporation, trust, partnership, unincorporated body, government and local authority or agency, or other entity whether or not it comprises a separate legal entity and a reference to a party to this document includes the party's successors, permitted substitutes and permitted assigns. Any terms used in these Terms have the same meaning as in the Tax Invoice.
- 1.2 In these terms:
 - (a) **Accommodation** means the rooms located at the Facilities and includes:
 - (i) the ten (10) guest bedrooms (either King Single or Double/Queen rooms); and

- (ii) commercial kitchen, living room, kitchenette, decking areas and pool.
- (b) **Booking** means the reservation for Accommodation, Tour, Package, trip, charter, experience, event or activity booked with and supplied by Skippers at Dundee.
- (c) **CCA** means the Competition and Consumer Act 2010 (Cth) and all related regulations, as amended from time to time;
- (d) **Entire Venue Booking** means an exclusive Booking that includes all 10 Guest bedrooms, commercial kitchen, living room and kitchenette, decking areas and pool.
- (e) **Equipment** means all fixtures and fittings located at the Facilities including amongst other items the pool and exercise equipment;
- (f) **Facilities** means the premises located at 295 Balanda Drive, Dundee Beach, Northern Territory 0840;
- (g) **Force Majeure Event** means any cause or circumstance beyond Skippers at Dundee's reasonable control, including but not limited to, equipment breakdowns, any strikes, lock-outs, labour disputes, premises shutdowns, a storm, tempest, fires, floods, earthquakes or other natural calamity, acts of God or public enemy, malicious or accidental damage, delays in transport, restrictions or prohibitions by a government or any semi-government authorities or embargoes, excluding any Government Authority's direction in regard to any communicable disease including COVID-19 that materially affects a party;
- (h) **GST** means the tax payable on a Taxable Supply within the meaning of the GST Act;
- (i) **GST Act** means the A New Tax System (Goods and Services Tax) Act 1999 (Cth) and any related Act imposing such tax or legislation that is enacted to validate such a tax;
- (j) **Guest** means the person, firm, organisation or corporation using the Accommodation and/or Facilities as set out in the Booking;
- (k) **Management** includes the owners, managers, officers and employees of Skippers at Dundee;
- (l) **Package** means a Booking that combines accommodation with a Tour, trip, charter, experience, catering or other such activity.
- (m) **Taxable Supply** has the meaning given to the term in the GST Act;
- (n) **Terms** means these terms and conditions.
- (o) **Tours** means any Skippers guided fishing charter or any other tour facilitated by Skippers excluding any tour or event facilitated by a third party.
- (p) **Visitor** means a person who has written permission from Management to be at the Property for stipulated times as agreed in the 'Visitor Request Form'.
- (q) **Website** means the Skippers at Dundee website located at <https://www.skippersatdundee.com/>.

2. Acceptance & Agreement

- 2.1 The Services are provided to you in accordance with this Agreement and subject to these Terms.
- 2.2 Upon acceptance of these Terms, you may only use the Services in accordance with these Terms.
- 2.3 You are taken to have accepted, and are immediately bound by, these Terms, upon you:
 - (a) continuing to access and use the Services after viewing or receiving a copy of these Terms;
or
 - (b) by any other means or method which informs Skippers at Dundee of your acceptance.

3. Using the Services

- 3.1 You must be at least eighteen (18) years of age to access and use the Services or the Facilities.
- 3.2 You agree not to misrepresent your identity or your account information. You warrant that all data provided by you to us is correct, accurate, current and complete.
- 3.3 To the full extent permitted under any applicable law, Skippers at Dundee declines any responsibility for any acts or omissions made by a minor with or without a parent or guardian's permission. If you are under eighteen (18) years of age, you may only access the Services or the Facilities with the involvement and consent of a parent or guardian, with prior approval by Skippers at Dundee.
- 3.4 You must only use the Services or the Facilities in accordance with these Terms and any applicable laws.
- 3.5 By entering this Agreement, you acknowledge and agree to the following:
 - (a) You understand that only the number of persons specified in the Booking will be permitted to attend Skippers at Dundee unless previously authorised by Management.
 - (b) You will not smoke in any interior area of the Facilities. You agree that smoking is only permitted in the designated areas of the Facilities.
 - (c) You will not light any fires on the Facilities.
 - (d) You understand that security cameras are installed for 24-hour surveillance in the common areas of the Facilities for the protection and security of Guests. You will not tamper with or conceal these cameras. You consent to our use of the surveillance.
 - (e) You engage with the Services or the Facilities at your own risk and responsibility.
 - (f) You understand the risks involved in using the Equipment, and you do so at your own risk.
 - (g) You agree to indemnify us for any and all loss or damage you suffer as a result of or associated in any way with your use of the Services or the Facilities.
- 3.6 When accessing and using the Facilities, you understand and agree that:

- (a) You will adhere to the Skippers at Dundee Guest Guidelines;
- (b) Only Guests are permitted to use the Equipment;
- (c) You will not remove any linen that has been supplied by Skippers at Dundee from the Facilities. Any linen removed will incur charges for replacement plus handling and relabelling costs.
- (d) You will thoroughly clean and return all used items to the common areas.
- (e) You must comply with our reasonable requirements of not disturbing neighbours, with no undue noise and no behaviour likely to cause damage to the Facilities or offence or embarrassment to others and ceasing noise in common areas by 10 pm each evening, and keeping noise to a minimum before 8 am each morning.
- (f) You will make every effort to conserve water by using it carefully and exercising restraint. Excessive water consumption (e.g. leaving taps on or running) is unacceptable and may attract an additional charge determined by Management in line with tank readings taken before and after your stay. Running water for water play, boat wash down etc. is strictly prohibited.
- (g) You must comply with the instructions for use of the septic system. Due to the nature of the septic system, you must only flush toilet paper down the toilet. Plumbing costs will be charged to you if you do not follow instructions and the septic system becomes blocked or damaged.
- (h) You will follow all reasonable directions and instructions by Management for your safety and wellbeing, as well as the safety of other Guests, and Management.
- (i) If you experience any difficulty, pain or uncertainty concerning any activity during your time at the Facilities you will immediately cease that activity. In the event of an emergency, you will immediately cease that activity and contact emergency services.
- (j) You are responsible for all your decisions regarding your medical treatment, and you agree that those decisions are based on your own professional medical advice, diagnosis, treatment or judgment that you have obtained (including verifying and confirming the accuracy of life-threatening information and critically important results as would be required by generally accepted standards of medical practice).
- (k) Caravans, camper trailers, campervans, motorhomes, tents, swags, camping equipment and any other form of camping or temporary accommodation are not permitted on the Skippers at Dundee property at any time.

3.7 We reserve the right to make changes to:

- (a) the Equipment supplied in our Facilities at any time with or without notice;
- (b) these Terms and Conditions at any time.

- 3.8 You must not access or use the Facilities for any unlawful purpose. Without limitation, you will not:
- (a) commit or encourage a criminal offence;
 - (b) undertake any fraudulent, abusive or illegal activity;
 - (c) access or use the Facilities if you are suffering from any illness, disease, injury or other condition that could be a risk to your health and safety or that of any other persons at the Facility; or
 - (d) cause annoyance to other Guests.
- 3.9 You agree that we are not responsible for any unattended personal property or belongings at the Facilities.
- 3.10 You agree to take care when using or operating our Equipment, and you promise to use all Equipment in a safe and proper way.
- 3.11 You will use the pool in accordance with the pool rules displayed in the pool area. Minors and non-swimmers must be supervised by a responsible adult at all times.

Marketing

- 3.12 You agree that any Guest reviews, comments and/ or photos you submit can be used by Skippers at Dundee for marketing and promotional purposes forever.
- 3.13 Pursuant to our Privacy Policy, you agree that we may collect any pictures, videos, sound recordings and other audio-visual recordings that you provide to us, or authorise us to take of you.
- 3.14 You agree that your Booking permits us to add your personal contact details to our Skippers at Dundee mailing list.

Site Management

- 3.15 Skippers at Dundee has a Site Manager to ensure the Facilities are running efficiently and that Guests are comfortable. The Site Manager may undertake daily:
- (a) Property upkeep (e.g. of pool, grounds etc.);
 - (b) Use of the staff office, located beside the living/ dining room,
 - (c) Checks that Guests are comfortable, that Guest numbers do not exceed the Booking and to assist with any queries, maintenance or repairs, acting reasonably having regard to commercial considerations.

4. Bookings and Rates

- 4.1 Unless otherwise agreed or stated, all amounts payable whether expressed on the Website or elsewhere are in Australian dollars and inclusive of Goods and Services Tax (**GST**). Should the

GST rate change or if additional taxes or fees become applicable after the Booking date, the amount payable will be increased to reflect those additional taxes or fees.

- 4.2 Your credit card details may be required to complete and confirm your Booking.
- 4.3 You acknowledge and agree that the maximum number of guests per room are as follows:
 - (a) King Single Room – 1 person per room; and
 - (b) Double or Queen Room or Superior Queen Room – 2 adults per room (plus 1 child, 12 years and under, permitted with prior Management consent):-
 - (i) an additional charge of \$50 per child per day applies for children 6-12 years. No charge applies to children 5 years and under.
- 4.4 The room rates are available on our website or by contacting Skippers at Dundee.
- 4.5 When making a Booking, you agree to advise Skippers at Dundee of the number and names of Guests that will be attending the Facilities.
- 4.6 Only the identified number of Guests stated in the Booking may stay overnight. You agree that if any additional Guests stay overnight at the Facilities, the additional King Single Room rate per additional Guest per night will be calculated and debited to the nominated credit card or invoiced.
- 4.7 If Guests do not check-in on the confirmed arrival date, the Booking will be deemed to be forfeited and the payment made is non-refundable.
- 4.8 You may make a Booking up to two years in advance.

Parties or Small Group Functions

- 4.9 Parties are not permitted on the Facilities. If it is discovered that a Guest has had a party at the Facilities, penalties may be charged. The total penalty to be charged is at the discretion of Management, and you agree that any charge imposed will not be a penalty, but rather a reasonable and genuine estimate of the loss and cost to Skippers at Dundee for the fact of the party being held, in our sole discretion acting reasonably.
- 4.10 Small group celebrations and functions ("**Small Group Function**") may be permitted at the Facilities under certain circumstances pending prior approval from Management.
 - (a) Guests must advise Management of the Small Group Function at the time of making the Booking.
 - (b) If the Small Group Function is approved, separate terms and conditions may be provided and will apply to the Booking;
 - (c) You will be required to pay a Security Bond in relation to Small Group Functions. Please refer to clauses 5.8 to 5.10 for further details regarding the Security Bond.
 - (d) A maximum number of Guests per room still applies – see clause 4.3.

Check-in / Check Out

- 4.11 The check-in time is from 2 pm on the arrival date and check out time is no later than 10 am on departure date.
- 4.12 Please notify Management of expected arrival time at least 48 hours before arrival.
- 4.13 Late departure is subject to prior arrangement and availability and additional charges may apply.

Keys

- 4.14 You agree that all keys issued to you during your stay at the Facilities:
 - (a) are your responsibility;
 - (b) are to be left in your room on the bedside table upon your departure with the door locked.
- 4.15 You acknowledge that a key replacement fee applies to any unreturned room keys and will be charged to the nominated credit card or invoiced. The minimum for a key replacement fee is \$200.
- 4.16 You acknowledge that a remote control replacement fee applies to missing remote controls and will be charged to the nominated credit card or invoiced. The minimum for a remote control charge is \$200.
- 4.17 You acknowledge that if a locksmith is required to attend the Facilities, the cost will be charged to the nominated credit card. The minimum charge for a locksmith callout is \$2,000.
- 4.18 Management reserves the right to charge fees as quoted by our nominated service providers. These fees may exceed minimum charges listed above.
- 4.19 You acknowledge that any damage caused to a room key or remote control will result in a charge to the nominated credit card or invoiced, for an amount of \$200, or the cost of repair whichever is greater.

5. Payment

- 5.1 In relation to an individual room Booking, full payment is payable at the time the Booking is made.
- 5.2 In relation to an Entire Venue Booking:
 - (a) a deposit ("**Deposit**") of 30% of the total amount due is payable at the time the Booking is made. A Booking is not confirmed until Deposit payment is received.
 - (b) the balance ("**Balance**") is due no later than 30 days prior to your arrival date.
- 5.3 You acknowledge and agree that if payment is not made within the timeframes specified in clauses 5.2(a) - (b), the Booking will be cancelled without notice, with any Deposit forfeited unless with our prior agreement to refund in our sole discretion.
- 5.4 Your Booking payment can be made via Visa, MasterCard, AMEX and direct deposit. Mastercard, Visa and AMEX transactions attract a surcharge representing all costs we incur processing payment via your chosen method.
- 5.5 Skippers at Dundee's Direct Deposit details are as follows:

Skippers at Dundee PTY LTD

BSB: 084-961

A/C: 914245717

- 5.6 If Skippers at Dundee learns of any error in the charging of rates, then Skippers at Dundee may correct the error at any time and provide you with reasonable notice of its correction of the error at its discretion.
- 5.7 Our rates may be increased over time. We will make reasonable efforts to tell you of any changes in rates.

Security Bond

- 5.8 You will be required to pay a Security Bond at check-in. The amount of this Security Bond will be as follows:
- (a) \$500 Entire Venue Booking; and
 - (b) Management will use its discretion to determine an appropriate amount for the Security Bond in the following circumstances:
 - (i) where a Guest makes multiple Bookings for the same period; and
 - (ii) Small Group Functions.
- 5.9 The Security Bond will be retained until we have completed the checkout inventory and inspection and not refunded in the event of a breach of Terms & Conditions. Should the property be found excessively dirty, or items are missing or damaged, the cost of additional cleaning and/or the cost of repair or replacement of property will be deducted from the Bond.
- 5.10 The Security Bond is payable via Visa, MasterCard or American Express and subject to clause 5.9, will be refundable within five (5) to ten (10) working days. We note that the refund may take longer to process depending on your bank.

6. Cancellation

Cancellation by Guest

- 6.1 A Guest may cancel or change their Booking by contacting Skippers at Dundee.
- (a) Phone number: 0467 414 994; or
 - (b) Email: admin@skippersatdundee.com
- 6.2 Once Skippers at Dundee has received notification of a cancellation by a Guest, the Guest will be sent a confirmation notification in the form of an email.
- 6.3 The cancellation of any Booking is non-refundable. This is due to the nature of our business and the difficulty in obtaining short-term placement Bookings.

Cancellation due to non-payment by the due date

- 6.4 Cancellation of the Bookings due to non-payment of the balance by the due date will result in the loss of any Deposit paid.

Cancellation by Skippers at Dundee

- 6.5 Skippers at Dundee may cancel the Booking by giving at least 24 hours notice to the Guest.
- 6.6 In the event Skippers at Dundee cancels the Booking, you will be issued a full refund or you may choose to reschedule to another day, subject to availability. If you prefer to reschedule, the total Booking cost will be applied as a credit to use on an alternative date. Rescheduling does not attract additional charges, but if our prices have increased since the time of your original Booking, we may in our discretion require the difference to be paid as a condition of rebooking more than 12 months into the future.

Variation

- 6.7 A variation of the Booking which reduces the number of nights' stay and/ or the number of Guests will be treated as a cancellation of the Booking in respect of those nights.
- 6.8 A minimum nights' stay may apply.
- 6.9 If a Force Majeure Event occurs, which prevents or hinders Skippers at Dundee from providing Services, Skippers at Dundee must:
 - (a) advise the Guest as soon as possible when a Force Majeure Event occurs including:
 - (i) the Force Majeure Event;
 - (ii) the likely extent of the delay as a result of the event; and
 - (b) Neither Party has any liability under, or be deemed to be in breach of, the Terms for any delays or failures in performance of the Terms which result from a Force Majeure Event

Visitors to the Facilities

- 6.10 You agree that only the specified number of persons included in the Booking are permitted to attend the Facilities at any time without the prior approval of a Management.
- 6.11 You may request approval from Management for a Visitor to attend the Facilities via the submission of a Visitor Request Form (the "**Form**").
- 6.12 The Form is available via the email sent to the Guest to confirm the Booking.
- 6.13 The Form must be submitted to Management prior to the commencement of the Booking and must list the times and dates the Guest proposes to invite the Visitors to the Facilities.
- 6.14 Management will not unreasonably withhold their consent.
- 6.15 You will be advised whether your request under the Form has been approved via an email from Skippers at Dundee no less than 72 hours before your Booking commences. Any Form submitted by a Guest at the time of stay will not be reviewed by Management.
- 6.16 Any unauthorised persons or Visitors will be required to vacate the Facilities.

7. Guest Indemnities

- 7.1 To the full extent permitted by law, the Guest releases, discharges and indemnifies and keeps Skippers at Dundee indemnified from any and all claims and demands by themselves and any third parties upon Skippers at Dundee arising out of or consequent on or incidental to:
- (a) the use or misuse of the Services or the Facilities or Equipment;
- 7.2 The Guest indemnifies Skippers at Dundee from any claims arising out of their use of the Services or the Facilities or Equipment including damage to property or injury to persons.
- 7.3 Without limiting above clause 7.1, the Guest agrees that to the full extent permitted by law, no warranties are given by Skippers at Dundee in respect of the Services or the Facilities or Equipment. Any liability of Skippers at Dundee pursuant to any warranty which cannot be excluded by law will not exceed either the cost of resupplying the Services or the Facilities or Equipment, at Skippers at Dundee's sole discretion.

8. Guest Responsibility

- 8.1 Skippers at Dundee gives no guarantee as to the condition, safety or suitability of the Services or the Facilities or Equipment. The Guest releases Skippers at Dundee from any liability for the loss caused by fault of Services or the Facilities or Equipment.
- 8.2 If there is a breakdown, or failure with the Services or the Facilities or Equipment, the Guest must immediately stop using the Facilities or Equipment and notify Skippers at Dundee.
- 8.3 The Guest must take all necessary steps to prevent injury occurring to persons or property as a result of the Facilities or Equipment.
- 8.4 The Guest must take all necessary steps to prevent any damage to the Facilities or Equipment itself.
- 8.5 The Guest must observe the no smoking policy in all interior spaces of the Facilities. This policy is strictly observed and monitored by smoke detection devices.
- (a) If there is any evidence of smoking including a smoke odour the Guest will incur a minimum fee of \$2,500 to cover the cleaning of linen, carpets, mattress and air-conditioning sterilisation;
- (b) A loss of a Booking(s) due to additional cleaning required as a consequence of smoking will result in the lost Booking fees being charged to the Guest in addition to all cleaning fees;
- 8.6 You acknowledge that the presence of any pets in a room or the Facilities will result in Management incurring extra cleaning costs before the room or Facilities can be used by another

Guest. You agree that any additional cleaning costs will be charged to the nominated credit card or invoiced.

- 8.7 Management reserves the discretion to determine evidence of pets. Any Booking lost due to additional cleaning required as a consequence of pets will result in the lost Booking amount being charged to the Guest in addition to all cleaning fees.
- 8.8 Extra cleaning charges may apply if venue and/ or rooms are left excessively dirty and if rubbish is not disposed of into bins provided.
- 8.9 Damage to surfaces as a result of markings (e.g. chalk, paint, pens etc.) will be charged to Guests in an amount equivalent to our estimated, reasonable costs to remove and repair the damage.
- 8.10 Any costs associated with unnecessarily discharging fire extinguishers or interfering with smoke alarms resulting in cleaning and damages will be charged to you. Further, you will be required to vacate the Property without further warning or refund.

9. Guest Liability

- 9.1 The Guest will assume all risks and liabilities for, and in respect of, the Facilities or Equipment and for all injuries to or deaths of persons and any damage to property howsoever arising from the Guest's use of, or attendance of, the Facilities.

10. Intellectual Property

- 10.1 The intellectual property rights in all software and content (including all photographic images, specifications and design of the goods) made available to you on or through the Website remain

the property of Skippers at Dundee or its licensors and are protected by copyright laws and treaties around the world. We reserve all of our rights and the rights of our licensors.

- 10.2 Despite the above restrictions on the use of the material on the Website, you may download material from the Website for your personal non-commercial use provided you do not remove any copyright and trademark notices contained on the material.
- 10.3 You are not allowed to use our logo or any brand of trade mark (or any marks which are similar in nature) without our prior written consent.
- 10.4 You may not modify or copy:
 - (a) the layout of the Website; or
 - (b) any computer software and code contained in the Website.
- 10.5 We reserve all intellectual property rights, including, but not limited to, copyright in all material that is published on the website or elsewhere or services provided by us. The material provided on the Website is supplied for personal use only and may not be:
 - (a) re-sold or re-distributed in any material form;
 - (b) stored in any storage media; or
 - (c) re-transmitted in any media; or
 - (d) used in any commercial sensewithout our prior written consent.
- 10.6 You may link to our Website home page, provided you do so in a way that is non-commercial, fair and legal and does not damage our reputation or take advantage of it. Still, you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists. You must not establish a link from any website that is not owned by you. This Website must not be framed on any other site, nor can you create a link to any part of this Website other than the home page. We reserve the right to withdraw linking permission without notice.
- 10.7 Except where expressly stated to the contrary all persons (including their names and images), third party trade marks and content, services and/or locations featured on this Website are in no way associated, linked or affiliated with us and you should not rely on the existence of such a connection or affiliation. Where a trade mark or brand name is referred to it is used solely to describe or identify the goods and services and is in no way an assertion that such goods or services are endorsed by or connected to us. All other trade marks or service marks on this Website are the property of their respective owners. You must obtain our written permission before reusing any copyrighted material that is published on this Website. Any unauthorised use of the materials appearing on this Website may violate copyright, trade mark and other property rights or legal protections and could result in criminal or civil penalties.

11. General

- 11.1 Nothing in these Terms is intended to exclude, restrict or modify rights which the Guest may have under the CCA or any other legislation which may not be excluded, restricted or modified by agreement.
- 11.2 A party waives a right under these Terms only if it does so in writing. Skippers at Dundee does not waive a right simply because it fails to exercise the right, delays exercising the right or only exercises part of the right. A waiver of one breach of a term of these Terms does not operate as a waiver of another breach of the same term or any other term.
- 11.3 If a provision in these Terms is wholly or partly invalid or unenforceable in any jurisdiction, that provision or the part of it that is invalid or enforceable must, to that extent, and in that jurisdiction, be treated as deleted from these Terms. This does not affect the validity or enforceability of the remaining provisions in that jurisdiction, or of the deleted provision in any other jurisdiction.
- 11.4 Skippers at Dundee may assign or otherwise deal with the benefit of any contract made pursuant to these Terms without the consent of the Guest.
- 11.5 The Agreement is governed by the laws of the Northern Territory and each party submits to the exclusive jurisdiction of the Northern Territory Courts for all purposes.

12. Privacy

- 12.1 Our privacy policy sets out how we will use your information. You can find our privacy policy on our website or request a copy at the email address provided below. Any personal information collected by us through the Services, or otherwise collected by or on behalf of us, will be dealt with under our Privacy Policy.
- 12.2 We will comply with the Australian privacy legislation concerning your personal information if applicable. Please refer to our full privacy policy for details on how we collect, use and disclose your personal information.
- 12.3 By accessing or using any part of our Services, you agree to our Privacy Policy and consent to the collection, retention, use, and sharing of your information, including the transfer of your personal information and other information and data about you from your location and country of residence to Australia or other countries where the laws regarding your privacy may not be the same.
- 12.4 There is no transmission method, whether over the internet, electronically, or through our Third-Party service providers, that is fully secure and safe. Skippers at Dundee does not necessarily use encryption or other technologies to ensure the secure transmission of information via the internet or through Third-Party platforms and telecommunication services. All users of the Services are highly encouraged to exercise reasonable care in accessing, storing and sending personal information via the internet or through Third-Party platforms and telecommunication services.
- 12.5 We cannot guarantee the security of your personal information. If we are required by law to inform you of any unauthorised access, use, disclosure or Loss of your personal information, then we

will notify you electronically, in writing or by telephone at our direction (if required and permitted to do so by law).

Our contact information

All enquiries should be directed to *Skippers at Dundee's* Privacy Officer at the following contact details:

Telephone: 0467414994

Email: admin@skippersatdundee.com

These Terms were last updated on 2 August 2026.