TERMS AND CONDITIONS

General

These Terms and Conditions are governed by the laws in force in Western Australia.

Citizen Advocacy may change or modify these Terms and Conditions at any time and you agree to be bound by these Terms and Conditions as changed or modified. Notice of any changes or modifications will be provided by publishing the revised Terms and Conditions on this website only and separate notification will not be given to you individually.

Marketing

Citizen Advocacy uses images, videos and other marketing collateral in its digital and print media. Any intellectual property rights in these materials belongs to Citizen Advocacy and must not be used or reproduced in any way without Citizen Advocacy's express written consent.

Citizen Advocacy respects the privacy of its clients and will not use any images or video footage of clients unless they have consented to such use.

Details on Citizen Advocacy and its entities can be found by emailing; admin@capw.org.au

Website

Use of this website is governed by these Terms and Conditions and the Privacy Policy found on this website.

Information on this website is of a general nature. Citizen Advocacy has made reasonable endeavours to ensure that information on this website is accurate, reliable and complete. Due to business developments the information on this website may change from time to time. To ensure that you receive the most up to date information you should not rely on all statements or representations made on this website and should contact Citizen Advocacy as required. No warranty of any kind, implied, express or statutory, is made by Citizen Advocacy in relation to the accuracy, adequacy, reliability or completeness of the information and materials on this website and Citizen Advocacy expressly disclaims liability for errors or omissions in such information and materials.

If you have any questions, please contact us: admin@capw.org.au

Other websites

To the extent permitted by law, Citizen Advocacy will not be liable in any way for any loss or damage which may be suffered by you in relying on the statements and representations made on this website, or through use or access to this website, or Citizen Advocacy's failure to provide this website. This site may be linked to other sites that are not maintained by Citizen Advocacy. Citizen Advocacy is not responsible for the content of those sites

and does not accept responsibility for the use or reliance of material of any website which is referred to or accessed through our websites. The inclusion of any link to such sites does not imply endorsement by Citizen Advocacy of the sites.

Website intellectual property

All intellectual property and copyright in this website or any other marketing collateral (in print or digital form) is owned by Citizen Advocacy, unless otherwise stated.

You are permitted only to access and download the contents on the website pages temporarily and for the sole purpose of viewing the information for personal use.

Except for the use outlined above, or as otherwise permitted under the *Copyright Act 1968* (Cth) or other applicable laws and regulations, no information on this website may be permanently copied, reproduced, adapted, uploaded to a third party, linked to, framed, performed in public, distributed, stored, published, displayed or transmitted in any form, in whole or in part, by any process and you may not create derivative works from any part of this website or commercialise any information obtained from any part of this website without the specific written consent of Citizen Advocacy.

Cookies

Citizen Advocacy uses third parties to track data on this website to improve its performance and to enhance your browsing experience.

If you disable, remove or reject tracking, then you may not be able to access the full functionality of this website.

Donations and Refunds

Citizen Advocacy is registered as a charity with the Australian Charities and Not for Profits Commission.

All pricing and transactions on this website are stated in Australian Dollars (AUD) and are secured using 128 Bit Secure Socket Layer (SSL) encryption technology.

By completing a donation, you certify that:

1. you accept the Terms and Conditions and the Privacy Policy; and

2. you understand you can cease communication, or access and change your personal information by calling (08) 9445 9991 or emailing admin@capw.org.au.

We only use your information to process your donations and communicate with you about our charitable objectives.

Donations by individuals can be made in the form of one-off or monthly donations, regular gifts or bequests. Citizen Advocacy will determine where the funds are directed within its services. If a donation is designated to a specific project, Citizen Advocacy will use reasonable endeavours to direct that donation to the designated project but is not obligated to comply with such requests. Donations of gifts in kind will also be directed as determined by Citizen Advocacy.

Citizen Advocacy can provide official receipts for approved donations of $2.00 or more. Donors providing single gifts receive a receipt for each donation and regular gifts receive an annual receipt, unless otherwise requested. Citizen Advocacy accepts anonymous donations but is unable to issue a tax-deductible receipt to the donor in such circumstances.

Online donations

This website is enabled for online donations using a secure donation server. However, despite the security on the website, you should be aware that there are risks in transferring information across the Internet.

We record on our fundraising database the donor's name, address, email, telephone, and amount donated. Our fundraising database is protected by secure user IDs and passwords, to help protect it from misuse, unauthorised access, modification or disclosure. For more details on the collection and use of donor data, please see our Privacy Policy.

Refunds

To seek a donation refund you must contact Citizen Advocacy within 14 days of receipt by phone on (08) 9445 9991 between 8am and 4pm AWST (Australian Western Standard Time) Monday to Friday or by email to admin@capw.org.au. Alternatively, our postal address is: Citizen Advocacy, Claisebrook Lotteries House, 33 Moore Street, East Perth, WA 6004

Any donation made through the website by a user inserting that user's credit card details is final and not disputable. Where there has been an unauthorised use of a user's credit card, and the unauthorised nature of that use is proved on the balance of probabilities, then the donation may be considered for refund.

Citizen Advocacy thoroughly considers all requests for a refund and will ensure that genuine errors are corrected, however we are under no obligation to give refunds and the decisions on refunds will be at Citizen Advocacy's discretion. If you would like to request a refund, please provide details of how you made the donation, the amount, the date and the circumstances justifying your request.

If a donation is refunded, the associated tax receipt is no longer valid and should be securely destroyed. Please note it is your responsibility to submit correct receipts to the ATO (Australia Taxation Office).

Recurring Donations

The Donation Debit Services Agreement governs any agreement by you to provide recurring donations to Citizen Advocacy.

To cancel recurring donations, notification is required at least 10 clear business days prior to the next scheduled payment date to effect any cancellation.

Donations we cannot accept

In line with the Fundraising Institute Australia code we will not accept a donation where:

- there is a reasonable belief that the donor is in vulnerable circumstances or lacks capacity to make a decision to donate;
- accepting the donation would compromise the interests and objectives of our cause;
- the cost of accepting the donation will be greater than the value of the donation; or

- there is reason to believe that accepting the donation may give rise to litigation.

Citizen Advocacy cannot accept funds raised in a way that is contrary to our values or may be seen to compromise or contradict the work Citizen Advocacy does. As a general rule, Citizen Advocacy will NOT enter into a fundraising agreement or accept donations from individuals, groups or corporations (as cash, pro-bono or gifts in kind) that are involved in activities that are incompatible with the objects of our cause, including the following:

- illegal activities;
- violence;
- discrimination;
- irresponsible use or sale of alcohol or drugs;
- gambling*;
- tobacco;
- high safety risks;
- risks to children and young people; and
- nudity or sexual imagery.

*Citizen Advocacy does accept donations from some government owned or run programs [that are related to gambling] where revenue is required by legislation to be returned to benefit the community.

Feedback and Complaints

Feedback or complaints can be provided by emailing: admin@capw.org.au