

# COUTURE CANINE

*By Charmaine Cayeux*

## WEBSITE TERMS AND CONDITIONS OF USE

### 1. Application

- 1.1. The following terms and conditions and our [Privacy Policy \(Terms\)](#) govern your access and use of this website and any content on this website (**Site**). Your use of the Site constitutes your acceptance of these Terms. Non-compliance with these Terms may result in us seeking remedies from you.
- 1.2. We reserve the right to amend these Terms from time to time by publishing amended terms on the Site.

### 2. Conditions of access to the Site

- 2.1. You must not modify, alter, dismantle, copy, reproduce, republish, frame, upload to a third party, post, transmit or distribute or use for a commercial purpose any part of the Site (including any copyright, trade mark and other proprietary notices) in any way, other than strictly in accordance with our prior written consent.
- 2.2. You must not use the Site in a manner which: (a) is unlawful; (b) would breach another person's privacy; (c) asserts or implies any relationship or affiliation with us, without our prior written consent; (c) would constitute a breach of these Terms or any applicable [eGroup Policy](#); or (d) may be considered by a reasonable person in our position to be inappropriate or have the potential to bring us and our affiliates into disrepute. You must not use the Site to defame, harass, threaten or offend any person, send unsolicited email messages including advertising or promotional material, or transmit any viruses or other disabling features that may damage or interfere with the Site and anyone using the Site.
- 2.3. We reserve the right to make changes to the Site from time to time. The Site may not always be available, uninterrupted or free from any errors or viruses. We may suspend, withdraw or restrict all or any part of the Site at our discretion.

### 3. Copyright and intellectual property

- 3.1. The content on the Site, including without limitation all text, graphics, photographs, videos, audio clips and names, logos and trade marks, is owned or controlled by us or our related entities or contributors, and is protected by copyright and trade mark under the laws of Australia and through international treaties.
- 3.2. Your access to or use of the Site does not grant or transfer to you any rights, title or interest in the Site.

### 4. General disclaimer and limit of liability

- 4.1. While we make reasonable effort to ensure the content on the Site is accurate, we make no representations or warranties of any kind, express or implied, as to the accuracy, availability, completeness, reliability, sufficiency, suitability or otherwise with respect to the Site.
- 4.2. The Site is provided on an "as is" and "as available" basis and is provided for general information only and is not intended to be information on which you should rely. Use of the Site is at your own risk.
- 4.3. Any third-party information, products or services provided or displayed on this Site does not imply endorsement by that third-party.
- 4.4. To the fullest extent permitted by law, we are not in any circumstances liable for any direct, indirect or consequential damages, expenses, losses or liabilities, including any loss of profits, business interruption, loss of revenue, economic loss, loss of goodwill or loss of data, whether at common law, under contract, tort (including negligence), in equity or otherwise, which may arise out of or in connection with your use, or inability to use, the Site.

### 5. Third party sites

- 5.1. The Site may contain links to other websites and resources hosted and maintained by third parties. Any access to or use of third-party sites and resources is at your own risk and is subject to the terms and conditions of use for those third party sites and resources. Any third-party sites and resources are not to be interpreted as having any kind of approval or endorsement by us.

### 6. Jurisdiction

- 6.1. These Terms are governed by the laws of Western Australia. Both we and you agree to submit to the non-exclusive jurisdiction of the courts of Western Australia.

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## PRIVACY POLICY

### 1. Application

- 1.1. Couture Canine is a member of the eGroup corporate group of companies (**eGroup**).
- 1.2. We are committed to providing quality services to you and this privacy policy (**Policy**) outlines our ongoing obligations to you in respect of how we manage your Personal Information.
- 1.3. We have adopted the Australian Privacy Principles (**APPs**) contained in the *Privacy Act 1988* (Cth) (the **Privacy Act**). The APPs govern the way in which we collect, use, disclose, store, secure and dispose of your Personal Information.

### 2. What is Personal Information?

- 2.1. Personal Information is information or an opinion that identifies an individual. Examples of Personal Information we collect include names, addresses, email addresses, phone and facsimile numbers.
- 2.2. This Personal Information is obtained in many ways including cookies, interviews, correspondence, by telephone and facsimile, by email, via our website [www.couturecanine.net](http://www.couturecanine.net), from your website, from media and publications, from other publicly available sources and from third parties.

### 3. Why do we collect Personal Information?

- 3.1. We will only collect personal information when it is necessary for one or more of its business or operational purposes (**primary purpose**). These business or operational purposes may include:
  - (a) considering requests and inquiries for dog grooming and related services and making arrangements for services offered by us or our affiliated service partners, including dog grooming, dog day care, dog sitting or pet taxi services;
  - (b) administering dog grooming services including assessing booking requests, setting up customer accounts, billing and collecting payment;
  - (c) recruiting employees and engagement of contractors and consultants;
  - (d) engaging service providers, suppliers or contractors; and
  - (e) to provide information about our products and services that we believe may be of interest to you.
- 3.2. We may also use your Personal Information for secondary purposes closely related to the primary purpose, in circumstances where you would reasonably expect such use or disclosure. You may unsubscribe from our mailing/marketing lists at any time by contacting us in writing.

### 4. Sensitive Information

- 4.1. Sensitive information is defined in the Privacy Act to include information or opinion about such things as an individual's racial or ethnic origin, political opinions, membership of a political association, religious or philosophical beliefs, membership of a trade union or other professional body, criminal record or health information.
- 4.2. Sensitive information will be used by us only:
  - (a) for the primary purpose for which it was obtained;
  - (b) for a secondary purpose that is directly related to the primary purpose; or
  - (c) with your consent; or where required or authorised by law.

### 5. Third Parties

- 5.1. Where reasonable and practicable to do so, we will collect your Personal Information only from you. However, in some circumstances we may be provided with information by third parties. In such a case we will take reasonable steps to ensure that you are made aware of the information provided to us by the third party.

### 6. Disclosure of Personal Information

- 6.1. We will only use and disclose Personal Information for the purpose for which it was collected. We may use and disclose personal information for another purpose (**secondary purpose**) if the person to which the personal information relates has consented to the disclosure or the secondary purpose is related to the primary purpose and might reasonably be expected by that person. When we do this, we take steps

to keep information safe.

6.2. The circumstances in which we may disclose your personal information to another organisation are limited, but include:

- (a) when we believe it is necessary to provide you with a service which you have requested;
- (b) when you have provided your consent;
- (c) in the context of insurance investigations;
- (d) to our customers, where required in order to provide a specific service to that customer;
- (e) to other members of the eGroup to the extent reasonably necessary in order for that member of the eGroup to carry out supporting functions or activities;
- (f) third party service providers where required for the provision of a specific service; and
- (g) where required or authorised by law.

6.3. We also share Personal Information with people and organisations that help us with our business, such as professional advisors, IT support, and corporate and administrative services including debt collectors. We only do this where it is needed in order for those services to be provided. When we do this, we take steps to require its service providers to protect your information.

## **7. Security of Personal Information**

7.1. When your Personal Information is no longer needed for the purpose for which it was obtained, we will take reasonable steps to destroy or permanently de-identify your Personal Information.

## **8. Access to Your Personal Information**

8.1. You may access the Personal Information we hold about you and to update and/or correct it, subject to certain exceptions. If you wish to access your Personal Information, please contact us in writing.

8.2. We will not charge any fee for your access request but may charge an administrative fee for providing a copy of your Personal Information.

8.3. In order to protect your Personal Information, we may require identification from you before releasing the requested information.

8.4. In some cases, we can refuse access or only give you access to certain information. If we refuse access to information, we will provide an explanation, along with the exceptions relied upon for refusing access.

## **9. Quality Control**

9.1. It is an important to us that your Personal Information is up to date. We will take reasonable steps to make sure that your Personal Information is accurate, complete and up to date. If you find that the information we have is not up to date or is inaccurate, please advise us as soon as practicable so we can update our records and ensure we can continue to provide quality services to you.

9.2. If we consider it is not necessary to correct the information, you will be provided with an explanation. You can ask us to include a statement that you believe its record about you is inaccurate, incomplete, misleading or out of date.

## **10. Storage and security of your Personal Information**

10.1. We store Personal Information in various ways, including electronic and hard copy form. If no longer required, we will destroy or de-identify Personal Information. We only keep Personal Information for as long as it is needed.

10.2. Despite our efforts, no security controls are 100% effective and we cannot ensure or warrant the security of Personal Information.

10.3. If there is a data breach, we will deal with it without delay and take immediate steps to assess, remediate and if necessary, make notifications in respect of any potential or actual breach.

10.4. We currently operate across Australia however, at times, we may use international service providers. As such, some disclosures may occur outside the state or territory in which you reside and may, from time to time, include disclosures to eGroup companies and related entities or service providers. We will take reasonable steps to ensure that the overseas recipient does not breach the APPs.

## **11. Handling of data breach**

11.1. We take reasonable steps to protect the Personal Information which we hold from misuse, interference and loss; and, from unauthorised access, modification or disclosure.

11.2. A 'data breach' is when Personal Information held by us is lost or subjected to unauthorised access, modification, disclosure, or other misuse or interference. Examples of a data breach are when a device containing Personal Information is lost or stolen, our database containing Personal Information is hacked or an entity mistakenly provides Personal Information to the wrong person.

11.3. If:

- (a) there is unauthorised access to, or unauthorised disclosure of, personal information, and the access or disclosure would be likely to result in serious harm to any of the individuals to which the information relates; or
- (b) personal information is lost in circumstances where unauthorised access to, or unauthorised disclosure of, the information is likely to occur, and if it did occur it would be likely to result in serious harm to any of the individuals to which the information relates,

then there has been an 'eligible data breach' under the Privacy Act.

11.4. If we have reasonable grounds to suspect that there may have been an eligible data breach in relation to Personal Information which we hold, we will carry out a reasonable and expeditious assessment of whether there are reasonable grounds to believe that the relevant circumstances amount to an eligible data breach.

11.5. If, by reason of such assessment or otherwise, we are or become aware that there are reasonable grounds to believe that there has been an eligible data breach in relation to Personal Information which we hold (or held), we will comply with our notification requirements under the Privacy Act. This may mean that we notify individuals to whom the relevant information relates.

## 12. Policy Updates

12.1. This Policy may change from time to time and is available on our website.

## 13. Privacy Policy Complaints & Enquiries

13.1. If you have any queries or complaints about our Privacy Policy, please contact us at:

**Managing Director, Couture Canine**  
11 Douglas Street  
West Perth WA 6005  
Phone: 08 9227 6074  
Email: [charmaine@happytailsdogs.com.au](mailto:charmaine@happytailsdogs.com.au)