

# Perth Observatory Star Adoption Program

## ***Terms and Conditions***

### **1. Introduction**

- 1.1. The parties to this legal agreement shall be: Perth Observatory Volunteer Group and the Customer.
- 1.2. Perth Observatory Volunteer Group at Perth Observatory, 337 Walnut Rd, Bickley 6076, WA, offers to provide you ("the Customer") with the Star Adoption Program service subject to the following Terms and Conditions.
- 1.3. The Perth Observatory Star Adoption Program will be known as "the Service".

### **2. Fees and Charges (inclusive of GST)**

- 2.1. The payments shall be in advance of receiving the Service.

Fees as per brochure ....

- 2.2. These charges may be varied by Perth Observatory Volunteer Group from time to time.
- 2.3. In general, and in recognition of the administration and overhead costs involved, no refunds will be given under any circumstances.

### **3. Service Conditions and Guarantees**

- 3.1. Perth Observatory Volunteer Group shall keep confidential any information sent by the Customer for the Service (unless Perth Observatory Volunteer Group is otherwise required by law to disclose such information). The Customer does not prevent Perth Observatory Volunteer Group from disclosing the existence of this agreement for the purposes of marketing Perth Observatory to current and future clients.
- 3.2. The Service is a fund raising program and no adopted star will officially acquire the adoption name or be recognized by professional astronomers worldwide.

### **4. Customer Obligations**

- 4.1. The Customer indemnifies Perth Observatory Volunteer Group from all costs, liabilities, suits, actions or claims arising or in any other way connected with the Customer's use of the Service.

### **5. Property Rights**

- 5.1. The Customer agrees that Perth Observatory Volunteer Group's intellectual property is protected by law and remains the property of Perth Observatory Volunteer Group and may not be copied without prior consent in writing from Perth Observatory Volunteer Group.
- 5.2. Perth Observatory Volunteer Group will seek legal redress should it have reason to believe that the Customer has been undermining, or has been attempting to undermine, the property rights of Perth Observatory Volunteer Group, or degrading its reputation.

### **6. Disclaimer**

- 6.1. Perth Observatory Volunteer Group will endeavour to provide the highest possible level of support in order to furnish this unique Service, but changing circumstances may require a change of content or structure at short notice.
- 6.2. Perth Observatory Volunteer Group (including its affiliates, officers, employees, agents, contractors, successors or assignees) will not be liable for any loss or damage caused to the Customer or anyone else howsoever arising as a result of using the Service.
- 6.3. Whilst all care will be taken, Perth Observatory Volunteer Group does not guarantee that a star adopted from the Service will not change in brightness, and has no obligation to provide an alternative star for adoption.
- 6.4. Nothing in the Perth Observatory Volunteer Group's Star Adoption Program purports to rename the star you adopt. Renaming stars would contravene the policy of the International Astronomical Union (IAU), which is the authority accepted by astronomers on star names.

### **7. Legal Construction**

- 7.1. These Terms shall be governed and interpreted according to the laws of Western Australia.
- 7.2. In the event that any provision of these Terms and Conditions proves to be illegal or unenforceable that provision is deemed to be omitted from this Agreement without affecting the legality of the remaining provisions. The remaining provisions of the Terms and Conditions shall continue in full force and effect.

### **8. Goods/ Services Provided (Viewing Nights)**

- 8.1 Viewing Night Voucher – Permits the Customer and a maximum of three (3) guests to visit the Observatory for 1 hour to view their adopted star. An additional charge applies for each additional person at the viewing session. The voucher must be redeemed within 1 year from the commencement of adoption. The voucher cannot be exchanged for cash, credit or other goods or services.

8.2 Viewing Night – Must be booked in advance through the Perth Observatory via the Perth Observatory Volunteer Group. Viewing nights will only run from Monday to Thursday nights in the period 7:00pm until 11:30pm. In case of inclement weather, the Customer shall contact the Perth Observatory Volunteer Group and re-schedule for another night. The Customer and guests shall wear adequate, covered footwear and appropriate clothing. The Observatory has the right to refuse admission if inappropriate footwear or clothing is worn.

8.3 The Certificate shall not be copied, altered or sold unless written permission from Perth Observatory Volunteer Group is granted. Once handed over, the Certificate becomes the responsibility of the Customer. Any damage occurring thereafter to the Certificate is the responsibility of The Customer.