

This website ([www.taylorpropertybayside.com.au](http://www.taylorpropertybayside.com.au)) is operated by Sam Taylor Property Pty Ltd. These terms set out how you can use our Site and other resources featured on our Site.

## Acceptance of Terms

Your use of our Site and any online services is governed by these terms of use and our Privacy Policy (available on our site) (Terms). By accessing or using our Site, or by using our Online Services, you agree to be bound by these Terms and Conditions. We recommend you take the time to read these Terms carefully and, if you do not agree to these Terms, stop using our Site.

## Licence to Use Our Site

We grant you a limited, non-exclusive, royalty-free, revocable, worldwide, non-transferable licence to use our Site in accordance with these Terms.

The right to access our corporate website does not include any resale or commercial use of our site or its contents nor allows you to download or copy any account information for the benefit of another merchant. Any unauthorised use terminates the permission or license granted by Us.

## Rules and Conduct:

When using Our Site, you agree that:

1. you are solely responsible for:
  - (a) your use of the Site;
  - (b) the security of any password and log-in details used in connection with our Site; and
  - (c) when and how you use our Site, and the actions of any persons who use the Site on your behalf;
2. you will notify us immediately of any breach of security or any unauthorised use of our Site;
3. you are responsible for any information or material you submit to us, including accepting any liability for the use of such material;
4. you will not upload, post, transmit or otherwise distribute any materials that contains viruses, Trojan horses, worms, time bombs, cancelbots, or any other harmful or deleterious computer code, program or file, designed to

interrupt, destroy or limit the functionality of any computer service or hardware or telecommunications equipment;

5. you are legally responsible for all content that you submit to Us; and
6. we may suspend and/or terminate your use of the Site if we consider in our sole discretion that you are breaching these Terms.

You warrant that:

1. the details you provide to us are accurate and complete and agree to keep that information up to date and as accurate as possible;
2. you are the owner of, or are licensed to use, all the intellectual property rights contained in material submitted to Us; and
3. your information and material are not fraudulent, offensive, defamatory and does not infringe the intellectual property rights, confidentiality rights, or privacy rights of any person.

### **Exclusion of Competitors**

If you are a competitor of ours, then are prohibited from using our Site and its Content. You may not make any profit or gain from our Site or its Content without our prior express written permission.

### **Intellectual Property Rights**

We own or license all intellectual property rights (including copyright and trade marks) in all information, text, material, graphics, logos, icons, sound recordings, bots, software and source code on our Site ("Subject Matter").

Material on our Site, including photographs, videos and renders, and other Content are protected by copyright and are Our property or Our licensor's. Unless otherwise indicated, we reserve all rights in the Site materials. You may make a temporary copy of all or part of this material on your local computer for the sole purpose of viewing it, and print a single hardcopy of a whole page of this Site for the limited use to assist us in delivering our services to You. Except as permitted by the Copyright Act 1968 (Cth), you may not otherwise copy or reproduce the material on our Site. Using the Content on our Site without our permission may constitute an infringement of copyright and may expose you to serious liability.

Additionally, subject to the Copyright Act 1968 (Cth), you may not, without our written permission, in any form or by any means:

- (a) adapt, reproduce, retransmit, store, distribute, sell, print, display, perform, publish or create derivative works from the Subject Matter or Content;
- (b) commercialise any information, products or services obtained from the Subject Matter or Content;
- (c) circulate any Content to any third party; or
- (d) breach any intellectual property rights connected with our Site or the Content, including (without limitation) altering or modifying any of the Content, causing any of the Content to be framed or embedded in another website or platform, or creating derivative works from the Content.

### **Submission of Material to Us**

Material that you submit electronically to us must comply with our specifications. We may at any time reject material submitted to us which is not submitted in accordance with our specifications.

You warrant that you own the rights in the intellectual property that you provide to us, and that you are authorised to grant us the licence to use this material.

You warrant to us that the use of material submitted to us does not breach or infringe:

- (a) any copyright, trade mark, obligation of confidentiality or other personal or proprietary right;
- (b) any law of defamation, obscenity or contempt of any court, tribunal or royal commission;
- (c) State or Commonwealth privacy legislation or anti-discrimination legislation;
- (d) any financial services law as defined in the Corporations Act 2001 (Cth); or
- (e) any other law or applicable code (including any common law, statute, delegated legislation, rule or ordinance of the Commonwealth, or a State or Territory).

## **Security of Information**

We have taken all reasonable steps to preserve the security of the information you provide to us and we provide to you. Unfortunately, no data transmission over the Internet can be guaranteed as totally secure. Whilst we strive to protect all data transmissions over the Internet (including your information), we do not warrant and cannot ensure the security of any information which you transmit to us or which we transmit to you. As such, any information which you transmit to us is transmitted at your own risk.

## **Third Party Sites**

Our Site may contain links to other websites ('Third Party Websites'). These links are provided for your convenience and information only, and may not remain current or be maintained. We are not responsible for the content or privacy practices associated with Third Party Websites.

Any dealings with you and Third Party Websites are solely between you and the third party, and you agree that we are not liable for any loss or damage incurred as a result of such dealings.

## **General Information Only**

We are not responsible if information made available on this Site is not accurate, complete or current.

The Content on this Site is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete or timelier sources of information. Any reliance on the material on this Site is at your own risk.

This Site may contain certain historical information which is definitely not current and is provided for reference only. We reserve the right to modify the contents of this Site at any time without obligation on our end to update any information on the site. You understand and agree that it is your responsibility to monitor changes to the Site.

We are not financial or legal advisors. The information contained on this Site is for general information purposes only. It is not intended as legal, financial or investment advice and should not be construed or relied on as such. The information has been prepared without taking into account your personal objectives, financial situation or needs. Before making any commitment of a legal or financial nature you should consider the appropriateness of the information having regard to your objectives, financial situation and needs and seek advice from a legal practitioner or financial or investment adviser.

## **Warranties and Disclaimers**

To the maximum extent permitted by law, we make no representations or warranties about our Site or the Content, including (without limitation) that:

- (a) they are complete, accurate, reliable, up-to-date and suitable for any particular purpose;
- (b) access will be uninterrupted, error-free or free from viruses; or
- (c) our Site will be secure.

You read, use and act on our Site and the Content at your own risk.

## **Limitation of Liability**

To the maximum extent permitted by law, and without limiting any other provision in these Terms:

- (a) we exclude all liability for indirect, incidental, special and consequential loss or damage of any kind, loss or corruption of data, loss of use, loss of revenue, loss of profits, failure to realise expected profits or savings and any other commercial or economic loss of any kind, in contract, tort (including negligence), under any statute or otherwise arising from or relating in any way to this agreement and/or its subject matter;
- (b) our Site is provided on an 'as is' and 'as available' basis;
- (c) we make and give no express or implied warranties including, without limitation, the warranties of merchantability or fitness for a particular purpose, or arising from a course of dealing, usage or trade practice, with respect to any services or Content you obtain from our Site;
- (d) no oral or written information or advice given by us, our suppliers, agents, representatives or employees will create a warranty or in any way increase the scope of the express warranties given, and you may not rely on any such information or advice.

In the event that the supply of our services constitutes a supply of goods or services to a consumer as defined in the Competition and Consumer Act 2010 (Cth) (the Act) nothing contained in these Terms excludes, restricts or modifies any remedies or guarantees where to do so is unlawful. To the full extent permitted by law, where the benefit of any such remedy or guarantee is conferred upon you pursuant to the Act, our sole liability for breach of any such remedy or guarantee shall be limited to the remedies available under the Act.

We do not guarantee that our Site or Third Party Websites will be free from viruses, or that access to our Site or Third Party Websites will function as intended or be uninterrupted. You must take your own precautions to ensure that the process which you employ for accessing our Site does not expose you to the risk of viruses, malicious computer code or other forms of interference which may damage your own computer system. For clarity, we do not accept responsibility for any interference or damage to your own computer system which arises in connection with your access or use of our Site or any Third Party Website. Our limitation of liability will survive termination.

## **Indemnity**

You indemnify us in respect of any liability suffered or incurred by us for any loss, cost (including legal costs on a full indemnity basis), action, proceeding, claim, damage, demand, liability or expense as a result of your breach of these Terms, your use of the Site, or warranties given by you. This indemnity continues after these Terms end. It is not necessary for us to suffer or incur any Liability before enforcing a right of indemnity under these Terms.

## **Termination and Discontinuance**

We may:

- (a) terminate your use of the Site;
- (b) terminate these Terms; or
- (c) discontinue the Site (in whole or part),

in our absolute discretion and without any notice to you. All conditions imposed on you by these Terms will survive.

## **Severance**

A provision of these Terms that is illegal or unenforceable may be severed from these Terms and the remaining provisions or parts of the provisions of this Terms continue in force.

## **Jurisdiction**

Your use of our Site is governed by and construed in accordance with the laws of Victoria, Australia. By using our Site, you irrevocably and unconditionally submit to the jurisdiction of the courts of Victoria and the courts of Australia. These Terms will be construed in accordance with the laws of Victoria and Australia. We have the right, at our sole discretion, to commence and pursue proceedings in alternative jurisdictions.

Our Site may be accessed overseas. We make no representation that our Site complies with any laws outside Australia. If you access our Site from outside Australia, you do so at your own risk and are responsible for complying with the laws of the jurisdiction where you access our Site.

## **Variations**

We may amend these Terms, including our Privacy Policy, from time to time. Amendments will be effective immediately upon notification on our Site. Your continued use of our Site represents an agreement by you to be bound by the Terms as amended. You should check our site regularly so you are kept up to date with our current Terms. Materials and information on this Site (Content) are subject to change without notice. While we use reasonable effort to ensure that our Content is accurate, current and complete, we don't represent, warrant or guarantee its accuracy, currency or completeness (to the maximum extent permitted by law) and we are not liable if any Content is inaccurate or out-of-date.

## **Disputes**

The parties must use reasonable endeavours to resolve any dispute under these Terms by taking the following steps:

- (a) a party may serve notice on the other party advising of a dispute (Notice);
- (b) senior managers of the parties must meet within seven days of receipt of the Notice to attempt to resolve the dispute;
- (c) if the dispute remains unresolved after 10 days of receipt of the Notice, the CEO or equivalent of each party will meet to resolve the dispute within 30 days of receipt of the Notice;
- (d) if the dispute still remains unresolved the parties will resort to mediation or other alternative dispute resolution methods; and
- (e) if the dispute remains unresolved, or a party elects to move straight to expert determination in lieu of mediation or other alternative dispute resolution methods, the parties will resort to expert determination and the opinion of the expert will be binding on the parties,

before they commence legal proceedings (except proceedings for interlocutory relief). Costs of any mediator or expert will be borne equally between the parties.

## **No Waiver**

Our failure to insist upon strict performance of any of these Terms, shall not be deemed a relinquishment or waiver of any rights or remedy that we may have, nor shall it be construed as a waiver of any subsequent breach of these Terms. These Terms will continue to be in full force and effect.

No waiver by either party of any breach of any provision in these Terms shall be deemed a waiver of any subsequent or prior breach of the same or any other provision.

For any questions and notices, please contact us at [enquiries@taylorbayside.com.au](mailto:enquiries@taylorbayside.com.au)

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