

# Terms and Conditions

This document sets out the terms and conditions under which we (Biggin & Scott Corporate Pty Ltd ACN 1072450689 and its related entities) provide our Site and Services to you. In this document "you" refers to a user of our Site or Services. Please take a few minutes to read these terms and conditions before using our Site.

Privacy Policy and Disclaimer documents form part of this document. The Privacy Policy sets out the information that we will gather about you through your use of our Site and Services and the way in which we will use it. We also describe the limited circumstances in which we will disclose that information to third persons. Our Disclaimer statement states a standard caution about the information provided on this Site.

If you do not accept any items within our Privacy Policy, Disclaimer or these Terms and Conditions documents, then you must not use the Site

## **Amendments**

We may amend this document including the Privacy Policy and Disclaimer documents, and any other relevant agreement at any time by posting the amendment on our Site and by notifying you by any means of communication. The amendment will be deemed effective 14 days after it has been communicated to you unless you notify us in writing. Your continued use of the Site after this time constitutes an agreement by you to abide by and be bound by this agreement, the Privacy Policy and Disclaimer documents as so amended. This document may not be otherwise amended.

## **Our Site**

The Site is owned and operated by Biggin & Scott Corporate Pty Ltd (ACN 1072450689). By accessing, browsing or using the Site, you agree to these terms, conditions and disclaimers as amended from time to time as contained in this document and acknowledge and agree that you have read and understood this document. By downloading any of the information on the Site, purchasing a service from the Site and/or by completing the registration process to become a member, you expressly agree to be bound by this document.

Each of the Services available may have its own Service Agreement. The entire agreement between you and us is this document and the Privacy Policy together with any other agreements between us.

To the extent of any inconsistency between this document the Privacy Policy, Disclaimer document and any Service Agreements, this document takes precedence, unless otherwise agreed.

## **Use of our Site and Services**

The Site and Services are available to everyone who can form legally binding contracts under applicable law. The Site and Services are not available to persons under 18 years of age unless a guardian accompanies you over the age of 18. If you are under 18 and a guardian does not accompany you, then you must not use the Site or Services. If a guardian accompanies you, he or she must read and accept these terms and conditions.

## **Registration**

You do not need to register to use the Site but you may be required to register to use parts of the Site and Services. Once you have registered, you will be required to use your password to access the Site and Services. Registration is free.

You must not disclose your password to any other person or use your password for any unauthorised purpose. If you disclose or forget your password, please contact us at [corporate@bigginsscott.com.au](mailto:corporate@bigginsscott.com.au).

If you use our Services, you agree not to re-sell them to another person or make commercial use of them without our express consent.

## **System integrity**

When using the Site and Services you must not use any device, software or routine to interfere or attempt to interfere with the proper working of the Site or Services or any activity conducted via the Site. You may not take any action that imposes an unreasonable or disproportionately large load on the Site's infrastructure.

## **Your personal information**

While using the Site and Services you may be given the opportunity to enter or provide information or content, send e-mails, build personal home pages and post messages ("Content"). Content includes any information you provide to us or other users while using the Site or Services.

You must ensure that any Content you provide to the Site and Services:

- is not fraudulent, unlawful, defamatory, libellous, threatening, intimidating, harassing, harmful, hateful, abusive, tortious, vulgar, obscene, invasive of another's privacy, sexist, racist, homophobic, violent, degrading, or
- does not infringe a third party's intellectual property rights or impersonate another person or entity, attempt to solicit personal information from another user, contain sexually explicit language or images, advertise or promote the sale of products or services such

- as firearms, tobacco or alcohol, adult products and services and any other products or services we consider to be inappropriate, or
- does not contain spam, chain letters, pyramid and other such selling and marketing schemes, computer viruses, computer code, files or programs or other harmful components that are designed to interrupt, destroy, change or limit the functionality of the Site and Services or any other computer software, hardware or other electronic equipment, information which in any way impinges on another user's use or enjoyment of the Site or otherwise breaches or encourages other users to breach this document or any Service Agreement, or
  - does not violate any law, statute or regulation, or
  - does not forge information to disguise the origin of any Content, and
  - does not encourage or incite any other user to engage in any of the above behaviour.

You agree to grant us a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sub-licensable right to exercise the copyright you have in any Content, in all media now known or not currently known. You also consent to us using the Content in any manner whatsoever, whether or not such use would infringe your moral rights.

We will only use your Content in accordance with this document and our Privacy Policy, unless otherwise agreed.

### **Monitoring**

You acknowledge that we may monitor this Site and agree that we may take any action with respect to your Content in accordance with any existing agreement. You must not use the Site or Services if you do not accept these terms.

### **Privacy**

Our Privacy Policy sets out the type of information we may collect about you and the way in which we may use that information. If you do not agree to the collection, disclosure and use of information specified in our Privacy Policy, then you must not use the Site or our Services.

### **Disclaimer**

Our Disclaimer document details the origination of property information and why it is advisable to seek additional advice.

### **Links**

You must not establish links on any other Site to the buxton.com.au URL or any other part or parts of this Site without the prior written consent of the Company.

## **Intellectual Property**

All intellectual property in the text, images and software on our Site (including where included in advertisements) is owned by us unless indicated otherwise.

We authorise you to use the text and images for your own personal and non-commercial use. You are not authorised to modify, copy, republish, frame, or distribute any text, images or software other than as expressly provided.

## **Breach and termination**

If you breach this document or any other relevant agreement we may immediately issue a warning, temporarily suspend or permanently prevent your access to all or certain parts of the Site or Services. In any event, we may terminate this agreement (and your right to use any of the Services or the Site) at any time and for any reason without prior notice to you.

## **Limit of liability**

We do not guarantee continuous, uninterrupted or secure access to our Site and Services. Operation of the Site and Services may be interfered with by numerous factors outside of our control.

Except as provided by law, we provide the Site and Services "as is" and without any warranty or condition, express or implied. The information is believed to be accurate and current at the date the information was placed on the Site.

The views expressed on the Site do not necessarily represent our views nor those of our employees, directors, agents or affiliates. We accept no responsibility for any errors, omissions or viruses contained on this Site or for the accuracy, suitability or otherwise of the information on our Site. Furthermore, we accept no responsibility for any links on the Site to other web pages.

We will not be liable for any loss or damage you suffer or liability you incur arising out of or in connection with the use of the Site or the Services or the information contained in it, including lost profits or any special, incidental or consequential damages (however arising, including negligence).

To the extent that we are able to limit the remedies available under this document, we expressly limit our liability for breach of a condition or warranty implied by virtue of any legislation to the following remedies (the choice of which is to be at our sole discretion):

in the case of goods:

1. the replacement of the goods or supply of equivalent goods, and
2. the repair of the goods
3. the payment of the costs of replacing the goods or of acquiring equivalent goods, or
4. the payment of the costs of having the goods repaired, and
5. in the case of services:
  1. supply of the services again, or
  2. the payment of the cost of having the services supplied again.

This document is not intended to limit or exclude any liability on our part, where and to the extent that applicable law prohibits the exclusion or limitation.

### **Indemnity**

You indemnify us against any action, liability, claim, loss, damage, proceeding, expense (including legal costs) ('Claim') suffered or incurred by us arising from, or which is directly or indirectly, related to:

- your breach or non-observance of any term of this agreement,
- any breach or inaccuracy in any of your representations or warranties, or
- any action or claim brought by a third party which relates to all or any part of the Content.

In relation to a Claim, we may require you to conduct the defence, including negotiations for settlement or compromise prior to the institution of legal proceedings or modify, alter or substitute any potentially infringing part of the Content at your own expense, to render the Content non-infringing. You must comply with any requirement notified to you in accordance with this clause.

### **General compliance with laws**

You must comply with all laws, statutes, ordinances and regulations that apply to you in relation to your use of our Site and Services.

### **No agency**

No agency, partnership, joint venture, employee-employer or franchisor-franchisee relationship is intended or created between you and us by this document.

### **Notices**

Except as explicitly stated otherwise, any notices to us should be sent by email to [corporate@bigginscott.com.au](mailto:corporate@bigginscott.com.au). We will send notices to you to the

email address you provide to us during the registration process. Notice will be deemed to have been given 24 hours after an email is sent, unless the sending party is notified that the email address is invalid.

## **General**

These terms are governed by and construed in accordance with the laws of the State of Victoria, Australia. All users of this Site and our Services irrevocably submit to the non-exclusive jurisdiction of the courts of the State of Victoria, Australia. The provisions of this document are severable and if any provision of this document is held to be invalid or unenforceable, that provision may be removed and the remaining provisions will be enforced.

Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section. Our failure to act with respect to a breach of this document by you or others does not waive our right to act with respect to subsequent or similar breaches.

This document may not be construed adversely to us solely because we prepared it.

This document and any other relevant agreement sets out the entire understanding and agreement between you and us with respect to its subject matter.