



## **Website Terms & Conditions for Arcadia Buyers Agency**

### **1. About these Terms**

These Terms & Conditions govern access to and use of the website at [www.arcadiabuyersagency.com.au](http://www.arcadiabuyersagency.com.au) (Website), which is operated by Harts Homes Pty Ltd ABN 21 167 625 710 trading as Arcadia Buyers Agency (Arcadia, us, our or we).

By accessing, browsing or using the Website, you agree to be bound by these Terms as they apply from time to time. If you do not agree, you must stop using the Website.

These Terms apply to the Website only. They do not by themselves form a retainer, engagement or buyers agency services contract, and any professional services provided by Arcadia Buyers Agency are subject to a separate written client agreement if and when entered into.

### **2. Changes to these Terms**

Arcadia Buyers Agency may amend these Terms from time to time by publishing an updated version on the Website. Any amended Terms will apply to your use of the Website after the updated version is published.

### **3. Website content and no professional advice**

#### **3.1 General information only**

Unless expressly stated otherwise, content on the Website is provided for general information only. Website content is not legal, financial, taxation, lending, building, planning, valuation or other professional advice, and it is not a substitute for obtaining advice tailored to your circumstances from an appropriately qualified adviser.

Arcadia Buyers Agency may provide information about property buying processes, suburbs, market conditions, acquisition strategies, due diligence issues or related topics, but that information is necessarily general and may not be complete, current or suitable for your circumstances. You should not rely solely on Website content when making a property, legal, financial or commercial decision.

### **3.2 Planning related information**

Arcadia Buyers Agency may provide general observations about planning issues as part of its property search and acquisition services (for example, referring to zoning, overlays, development controls or infrastructure projects). However, Arcadia Buyers Agency does not provide town planning advice, urban and regional planning advice, or advice about planning legislation, planning schemes or planning policies of any level of government, and no statement by Arcadia Buyers Agency (including by its director Steve Hart) should be treated as such advice.

Any references we make to planning matters are necessarily general in nature, may be incomplete or out of date, and may not be suitable for your particular circumstances. You must not rely on those references as a substitute for your own enquiries and independent professional advice.

Clients remain responsible for obtaining their own advice from an appropriately qualified and independent town planner, lawyer and other professionals regarding any planning controls, development potential, constraints, approvals, conditions, infrastructure contributions or other planning-related issues affecting a property.

### **4. No offer and no guarantee of service outcomes**

The Website is intended to provide information about Arcadia Buyers Agency and its services. Unless expressly stated otherwise in writing, nothing on the Website constitutes an offer capable of acceptance, a binding quotation, a promise that services will be available to every person, or a guarantee that a property will be identified, secured or acquired.

Any engagement of Arcadia Buyers Agency to provide services is subject to a separate written agreement and any conditions stated in that agreement.

### **5. Accuracy and availability**

Arcadia Buyers Agency aims to keep Website content accurate and up to date, but does not warrant that the Website will always be available, uninterrupted, secure, error-free

or free from viruses or other harmful code. To the maximum extent permitted by law, all implied terms are excluded except those that cannot lawfully be excluded.

Nothing in these Terms excludes, restricts or modifies any right or remedy that cannot lawfully be excluded, restricted or modified under the, 'Competition and Consumer Act 2010', including the, 'Australian Consumer Law', or any other applicable law.

## **6. Limitation of liability**

To the maximum extent permitted by law, Arcadia Buyers Agency is not liable for any loss arising from your use of, or inability to use, the Website, any linked website, or your reliance on Website content. This includes loss arising from errors, omissions, delays, interruptions, third-party interference, malware or unauthorised access, except to the extent the loss is caused by rights or liabilities that cannot lawfully be excluded.

To the extent the law permits Arcadia Buyers Agency to limit liability for a breach of a non-excludable guarantee in relation to services supplied through the Website, Arcadia Buyers Agency limits its liability, at its option, to resupplying the relevant services or paying the cost of having those services supplied again.

Arcadia Buyers Agency is not responsible for decisions you make based solely on Website content. Any property acquisition, investment or transaction decision should be based on your own enquiries and appropriate independent professional advice.

## **7. Acceptable use**

You must not use the Website in any way that is unlawful, fraudulent, abusive, defamatory, harassing, harmful or otherwise inconsistent with these Terms.

### **You must not:**

- interfere with the Website's operation or security;
- attempt to gain unauthorised access to systems, accounts or data;
- introduce viruses, malware, scraping tools, bots or other harmful code, except ordinary search engine indexing where permitted;
- use the Website to infringe another person's rights; or
- copy, harvest or systematically extract Website data without prior written consent.

## **8. Intellectual property**

Unless otherwise indicated, Arcadia Buyers Agency or its licensors own or control the intellectual property rights in the Website and its content, including text, branding, graphics, logos, images, design, layout, downloads, databases and software, and those rights are protected by Australian law including the, 'Copyright Act 1968'.

You may view Website pages in your browser and print or download extracts for your own personal, lawful and non-commercial use, provided you do not remove proprietary notices or otherwise infringe Arcadia Buyers Agency's rights.

Except as permitted by law or with Arcadia Buyers Agency's prior written consent, you must not reproduce, adapt, distribute, communicate, publish, sell, licence, frame, mirror, republish or exploit any Website content.

## **9. Third-party links and tools**

The Website may include links to third-party websites, platforms, maps, listings, social media pages, calculators, forms or tools for convenience only. Arcadia Buyers Agency does not control and is not responsible for the content, security, availability or privacy practices of third-party sites or services.

A link to a third-party site does not imply endorsement, approval or recommendation unless expressly stated.

## **10. Privacy**

Arcadia Buyers Agency may collect and handle personal information through the Website in accordance with its Privacy Statement or Privacy Policy, as updated from time to time. Users should read that privacy document together with these Terms.

## **11. User submissions**

If you submit an enquiry, feedback, testimonial, review, document, image or other material through the Website, you warrant that you are permitted to provide that material and that doing so does not infringe another person's rights or breach any law.

You grant Arcadia Buyers Agency a non-exclusive, royalty-free licence to use, reproduce and communicate that material to the extent reasonably necessary to respond to your

enquiry, provide requested services, maintain records, comply with law, or otherwise as disclosed in its privacy documentation or any separate client agreement.

Arcadia Buyers Agency may remove or decline to publish user-submitted material at its discretion, especially where it is unlawful, misleading, offensive, infringing or irrelevant.

## **12. Electronic communications**

Where permitted by law, you consent to receiving electronic communications from Arcadia Buyers Agency in connection with your use of the Website or any enquiry made through it. Electronic communications may satisfy legal requirements for a communication to be in writing, subject to applicable law.

## **13. Suspension and termination of access**

Arcadia Buyers Agency may suspend, restrict or terminate access to all or part of the Website at any time without notice where reasonably necessary for maintenance, security, operational reasons or where it believes a user has breached these Terms or applicable law.

## **14. Severability**

If any provision of these Terms is found to be invalid, illegal or unenforceable, that provision will be severed and the remaining provisions will continue in effect to the extent possible.

## **15. Governing law and jurisdiction**

These Terms are governed by the laws of Queensland, Australia. Subject to any mandatory law to the contrary, you submit to the non-exclusive jurisdiction of the courts of Queensland and courts hearing appeals from them in relation to disputes connected with the Website or these Terms.

## **16. Contact details**

Questions about these Terms should be directed to Arcadia Buyers Agency using the contact details published on the Website.

