



# Terms & Conditions of Use

Welcome to the AllStyle Homes website (the website). The website is owned and operated by AllStyle Homes Limited ABN 16 000 011 058 of 255 Serenity Drive, Bundaberg QLD 4670 on behalf of itself and its related bodies corporate.

By accessing, browsing, or using this website, you agree to be bound by these Terms of Use. If you do not agree to these Terms of Use then you are not authorised to use the website.

You should also refer to our Privacy Policy, which contains important information regarding personal information you may provide to us on the website.

AllStyle Homes is a trading name and registered trade mark of AllStyle Homes Limited. Any reference to AllStyle Homes (also to we, us and our) in these Terms and Conditions of Use is a reference to AllStyle Homes and its related bodies corporate.

## Disclaimer Of Warranty

AllStyle Homes has provided the information contained on this website on the basis that we give the information in good faith. None of AllStyle Homes, its affiliates and any of their respective directors, officers, employees or agents makes any representation or warranty as to the accuracy, completeness, currency, suitability or reliability of the information contained on the website (including in relation to any goods or services) and none of them accept any responsibility arising in any way (including negligence) for errors in, or omissions from, the information contained on the website or your reliance on such information.

You should not rely on the information on this site or any linked site without making your own independent assessment of the information. You should consult your own advisers to verify its accuracy. Information on this site is intended to be an aid for all trades and professionals involved with specifying and installing AllStyle Homes products and not to be a substitute for professional judgement.

You acknowledge that the inclusion of links from this site is not intended as an endorsement or recommendation. If you create a link to this website or access content through a link, you do so at your own risk. We have not consented to any conduct with a linked site which may be unlawful or an infringement of a third party's rights.

## Limitation of Liability

In no event shall AllStyle Homes, its related bodies corporate and any of their respective directors, officers, employees or agents be liable, in contract, tort (including negligence) or otherwise, for any direct, indirect, special, consequential or punitive loss or damages or any

loss or damages whatsoever, including but not limited to, loss of use, data, or profits, arising out of or in connection with:

- the use or access or any liability to use or access the website or its contents;
- goods or services supplied by AllStyle Homes under the Terms and Conditions of Use; or
- a failure or omission on the part of AllStyle Homes to comply with its obligations under these Terms and Conditions of Use.

AllStyle Homes is not liable to you or anyone else if interference with or damage to your computer systems occurs in connection with use of the website or any linked website. You must take your own precautions to ensure that whatever you select for your use from the website or any linked website is free of viruses or any other thing that may interfere with or damage the operations of your computer systems.

To the fullest extent permitted by law, AllStyle Homes's total liability to you (if any) for breach of any implied warranties or conditions which by law cannot be excluded shall be limited, at our election, to:

- in the case of information or services supplied or offered by us - the re-supply of the information or services or payment of the cost of doing this; or in the case of goods supplied or offered by us - repair or replacement of the goods, supply of equivalent goods, or payment of the cost of doing this.

We are not liable for loss of any kind (whether direct or consequential) arising from the information at this site, or a linked site, being inaccurate, incomplete or misleading, and are not responsible for any interpretation, opinion or conclusion you form from the information. To the fullest extent permitted by law, all warranties (including warranties as to merchantability, infringement of intellectual property or fitness for a particular purpose) and conditions are excluded.

You must not carry on any activity which might involve us in liability, or any activity which uses intellectual property owned by, or licensed to, us, without our written permission.

### **Use of Website Content**

Permission is only granted to you to display, copy, distribute, download, and print in hard copy portions of the website for the purposes of:

- placing an order whether on-line or off-line with AllStyle Homes; or
- using the website as an information source for your own purposes.

You must not, without our prior written permission, exploit the website or any of its Contents for any other purpose or by any other means.

### **Prohibited Conduct**

You must not, without our prior written permission and the permission of any other owner of rights in content on the website, copy, mirror, broadcast, reproduce, frame, republish, download, store (in any medium), up-load to a third party, transmit, post, broadcast, distribute, show or play in public, adapt or change in any way the content of, or create a

derivative work from, these web pages for any other purpose. You must not copy or reproduce in any way the content or any aspect of this website (including the layout, colours, designs, trade marks, logos, photographs, diagrams or any other copyright work or any other intellectual property used on the Web Site) without our prior written consent.

You must not up-load, post, transmit or otherwise make available through the website any material which:

- violates or infringes the rights of others (including their privacy and publicity rights);
- is unlawful, threatening, abusive, defamatory, invasive of privacy, vulgar, obscene, profane or which may harass or cause distress or inconvenience to, or incite hatred of, any person;
- encourages conduct that would constitute a criminal offence, give rise to civil liability or otherwise violate any law;
- restricts or inhibits any other user from using or enjoying the website;
- affects the functionality or operation of the website or its servers or the functionality or operation of any users' computer systems (for example, by transmitting a computer virus or other harmful component, whether or not knowingly); or
- breaches any standards, content requirements or codes promulgated by any relevant authority, including authorities which require AllStyle Homes to take remedial action under any applicable industry code.

### **Indemnification**

You agree to fully indemnify and hold AllStyle Homes Limited and its related body corporate harmless from any claim, cost, demand or damage (including legal costs on a full indemnity basis) incurred or which may be incurred arising from a breach by you of these Terms and Conditions of Use.

### **Links to Other websites**

The website may contain links to websites operated by third parties. These linked websites are not under the control of AllStyle Homes and we are not responsible for the contents of any linked website or any hyperlink contained in a linked website. Links are provided to you for convenience only, and the inclusion of any link does not imply any endorsement of the linked website by AllStyle Homes. Following links to such websites is done so entirely at your own risk. AllStyle Homes accepts no liability for any loss incurred by you directly or indirectly as a result of your reliance on information on any linked website and accepts no liability and disclaims all warranties, express or implied, regarding the purchase or use of goods or services on any linked websites.

### **Linking to this website**

Linking to the website will only be permitted with the prior written consent of AllStyle Homes. Any links if allowed, must link directly to the website's homepage and none of the other pages within the website unless otherwise agreed by us in writing.

To request permission to link to this site, please email: [info@allstylehomes.com.au](mailto:info@allstylehomes.com.au)

## **Product Information and Availability**

AllStyle Homes reserves the right to alter product specifications without notice.

Publishing information about a product on the website does not mean that the product is necessarily available for sale or in stock.

## **Governing Law**

These Terms and Conditions of Use will be governed and interpreted in accordance with the laws of Queensland, Australia. You and AllStyle Homes agree to submit to the non-exclusive jurisdiction of the courts of Queensland.

## **Severability**

If any part of these Terms and Conditions of Use are or become illegal, invalid or unenforceable in any relevant jurisdiction, that or those provisions will be: (a) interpreted in that jurisdiction, as nearly as possible, to reflect the intentions of the parties; and (b) if necessary to maintain the effectiveness of these Terms and Conditions of Use, be severed for the purposes of that jurisdiction, with the remaining provisions remaining in full force and effect.

## **Waiver**

Our failure to exercise or enforce any one or more of its rights under these Terms and Conditions of Use will not constitute a waiver of such rights unless such waiver is granted by AllStyle Homes in writing.

## **Amendment**

AllStyle Homes may amend, update or change the website including these Terms and Conditions of Use. Revised terms will be posted on the website and will be effective immediately unless otherwise stated. By continuing to use the website after any amendment becomes effective you agree to be bound by the Terms and Conditions of Use as amended. You should periodically visit this page to determine the current Terms and Conditions of Use to which you are bound.

## **Termination**

The Terms and Conditions of Use are effective until terminated by AllStyle Homes. AllStyle Homes may terminate these Terms and Conditions of Use and your access to the website at any time without notice. In the event of termination, all restrictions imposed upon you and all disclaimers and limitations of liability set out in the Terms and Conditions of Use shall remain effective despite termination.

## **Trademarks**

Except where otherwise stated, all registered trade marks used on the site are used with the permission of AllStyle Homes Limited ABN 16 000 011 058, AllStyle Homes (AIS) Pty Ltd ABN 19 000 019 625:

You must not use any trademarks without the prior, specific, written permission of its owner whether AllStyle Homes Limited, AllStyle Homes (AIS) Pty Ltd or a third party.

## **Copyright**

All material on the website is protected by copyright under the laws of Australia and, through international treaties, in other countries.

Unless otherwise indicated, all rights (including copyright and moral rights) in the content, layout and compilation of the website pages and on-line images including text, graphics, logos, button icons, video images, audio clips and software(including all object source and machine readable code), including navigational software (collectively referred to as the Contents) are owned or controlled for these purposes, and are reserved, by AllStyle Homes and/or licensors.

You must not copy, mirror, broadcast, reproduce, frame, republish, download, store (in any medium), up-load to a third party, transmit, post, broadcast, distribute, show or play in public, adapt or change in any way, the website or its contents except as expressly provided in the Terms and Conditions of Use.

All copyright resides in us. No part of the copyright material may be reproduced, re-used, re-transmitted, adapted, published, broadcast or distributed for any purposes whatsoever without our prior written permission.

(Source: <http://www.lysaght.com/terms-and-conditions-of-use> )