



TERMS

Glenvill Pty Ltd ACN 150 874 356, Glenvill Projects Pty Ltd ACN 147 526 074 and Alphington Developments Pty Ltd ACN 164 529 864 (together '**we**' '**our**' or '**us**') are together a property development and construction business based in Melbourne, Australia undertaking the development and construction of YarraBend, a master planned community located at Heidelberg Road, Alphington (the '**Development**' or '**YarraBend**').

We operate a Website under the domain name <https://www.yarrabend.com.au> (**Website**). The use of this Website is subject to the following Terms, the Privacy Policy and any additional terms and conditions and notices displayed by us on this Website from time to time (together '**Terms**').

In the Terms, '**you**' means the person accessing or using this Website or the services provided through or in connection with this Website.

1 ACCEPTANCE

These Terms govern your access to and use of this Website. By browsing, accessing or using the Website or by using any facilities or services made available through it or by transacting through or on it, you acknowledge and warrant that you have read, understood and agree to be bound by these Terms and any additional terms and conditions notified to you from time to time.

These Terms may be revised and amended from time to time without notice and such revision or amendment will take effect when it is posted on this Website. Your continued use of this Website will be regarded as your acceptance of these Terms of Use as amended.

These Terms form a legally binding agreement between you and us. By accessing this Website we agree to grant you a non-exclusive, non-transferable licence to use this Website in accordance with the conditions set out below.

If you do not agree to these Terms, you must immediately exit and not access or use the Website.

2 DISCLAIMER OF WARRANTIES AND REPRESENTATIONS

1. Any prices, images, drawings, floor plans, dimensions, layout, design features, materials and fittings, views, areas, photographs, amenities and artist's impressions displayed on the Website are for presentation purposes and are indicative and illustrative only. They should not be relied upon as an accurate representation of the final product. These may only be used as a guide only and are subject to change. Interested parties are responsible for assessing the relevance and accuracy of the content on the Website and should make their own enquiries and seek independent advice before relying on that information.
2. The statements, diagrams, artist's impressions, photographs, maps, images, drawings, and descriptions of available amenities including but not limited to access to transport, bike trails, walking paths, resident and community facilities, schools, retail stores and eateries contained on this Website reflect the intended outcome of the YarraBend masterplan and not either, the current conditions or the conditions at settlement of any lot depicted or described.
3. We will endeavour to provide accurate and up-to-date information on this Website however, except as required by law, we give no express or implied warranties or guarantees, and make no representations, in relation to this Website. In particular, whilst care has been taken in creating this Website, we do not warrant or represent that:
 - a. The information or any material provided on this Website is accurate, complete, up to date or suitable for any purpose;
 - b. The Website itself is free from any computer viruses or other defects; or
 - c. Your access to this Website will be continuous or uninterrupted.

4. You are responsible for making your own assessment of the information available on or through the Website, and you should verify all relevant representations, statements and information before you rely on that information.
5. All prospective buyers are advised to carry out their own investigations in order to satisfy themselves as to all aspects of the Development and should seek independent legal and financial advice in relation to all information contained in this Website before entering into a contract of sale to purchase a lot in the Development or a construction contract to build a dwelling. All prospective purchasers rely on their own enquiries in relation to the Development, including areas and dimensions of land and buildings (it being acknowledged that there are different methodologies of measurement).

All information contained in this Website is expressly excluded from any Contract of Sale of any part of the Development. The Contract of Sale contains the only representations upon which a purchaser is entitled to rely.

The material contained in this Website does not constitute:

- an offer, inducement, representation, warranty or contract; or
- legal, financial or investment advice.

Prospective purchasers should make their own enquiries with regards to all information contained on this Website before taking or refraining from taking any action in relation to it.

6. The information contained in this Website is intended as a guide only. Whilst this Website has been prepared with all reasonable care and thought, no warranty is given as to the accuracy, currency or completeness of the information contained within it and it is not intended to be relied upon in any way.

3 EXPRESSION OF INTEREST

You may request further information about particular property development or properties via this Website. Your expression of interest is not binding on you or us and does not form the basis of any contractual or other legal rights.

4 ACCEPTANCE OF RISK AND RELEASE FROM LIABILITY

1. We hereby exclude all liability for any loss or damage suffered as a result of the use of this Website or reliance on the information contained within it by any person. We will not be liable for any indirect, incidental, special or consequential loss arising out of the use of this Website or the information contained herein, including for any loss of profits.
2. You are wholly responsible for your participation on the Website and you use the Website at your own risk. You acknowledge that we are not responsible for, and accept no liability in relation to, your use of the Website or your conduct in connection with the Website in any circumstance.
3. You agree to indemnify us for any loss, damage, cost or expense that we may suffer or incur as a result of or in connection with your use of or conduct in connection with the Website, including any breach by you of these Terms.
4. Where liability cannot be excluded but may be limited, any liability incurred in relation to the use of this Website or the information contained herein is limited to the maximum extent permitted by law. Nothing in these Terms is intended to exclude, restrict or modify rights which you may have under the Competition and Consumer Act 2010 (Cth) or any other legislation which may not be excluded, restricted or modified by agreement.

5 PROHIBITED ACTIVITIES

When using this Website, you must not:

1. Infringe any intellectual property right (including copyright, database right or trade mark right) of any person or be in breach of any legal duty owed to any person, such as a contractual duty or a duty of confidence;
2. Reproduce any Website content (as defined below) without our express written permission, which we may grant or withhold at our absolute discretion;
3. Seek reimbursement from any other party for access to the Website or on sell any information obtained from the Website;
4. Engage in any conduct which is likely to mislead or deceive us or any other person, impersonate any other person while using the Website, conduct yourself in an offensive manner while using the Website, or use the Website for any illegal, immoral or harmful purpose;

5. Submit, post, upload, email or otherwise send or transmit to the Website, or any user of the Website, anything that contains software viruses or any other computer code, files or programs designed to interrupt, harm, damage, destroy or limit the functionality of any computer software or hardware or equipment linked directly or indirectly to the Website; or
6. Interfere with the Website or the servers or networks underlying or connected to the Website or violate any of the procedures, policies or regulations of the Website or any networks connected to the Website.

6 SECURITY

We use our reasonable endeavours to minimise viruses and bugs from infiltrating the Website, however, due to the nature of the internet, the Website may be affected by viruses or bugs from time to time. You must take your own precautions to ensure that the process which you employ for accessing the Website does not expose you to the risk of viruses, malicious computer code or other forms of interference which may damage your own computer system. We do not accept responsibility for any interference or damage to your own computer system which arises in connection with your use of the Website or any linked website.

7. INTELLECTUAL PROPERTY

All contents of this Website are subject to copyright. All trademarks on this Website, and the copyright in the text, graphics, images, floor plans and other materials are the property of or are licensed to us. You may not reproduce, adapt, upload, link, frame, broadcast, distribute or in any way transmit the material on this Website without our written consent, except for private purposes or as permitted by law.

8. LINKS TO OTHER WEBSITES

The Website may contain links to third party sites operated by entities which do not belong to us. Access to any other internet website linked to the Website is at your own risk and we accept no responsibility for the accuracy or reliability of any information, data, opinions, advice or statements made in any third party sites. We have no control over the information on those websites or the products or services on them. We do not make any representation regarding the accuracy of the information contained on those websites or endorsement of any services or products described on them

Linked websites are responsible for their own terms and conditions of use. A person must not create a link to this Website without our prior written consent.

9. APPLICABLE LAW

The content, operation and interpretation of this Website and the Terms will be governed by the laws of Victoria, Australia. You agree to submit to the non-exclusive jurisdiction of the Courts of Victoria in the event of a dispute arising out of, or in connection with, this Website.

This Website may be accessed throughout Australia and overseas. We make no representation that the content provided by the Website complies with the laws (including intellectual property laws) of any country outside Australia. If you access the Website from outside Australia, you do so at your own risk and are responsible for ensuring that your access to this Website is not illegal or prohibited by laws which apply to you.

If any parts of these Terms are deemed unlawful void or for any reason unenforceable then that provision may be severed from these Terms and it will not affect the validity and enforceability of the remaining provisions.

10. PRIVACY

We treat personal information with respect and integrity. Please view the Privacy Statement applicable to this Website [here](#) for further information as to how we treat personal information received via this Website.

11. CONTACTING US

If you have any questions about our Terms or any queries or concerns about this Website, please email us at yarrabend@glenvill.com.au, call us on 03 9573 8336 or write to us at 480 Church Street Cremorne Victoria 3121.

12. CHANGES TO TERMS

We may change these Terms at any time. If we do so, an amended version will be posted on the Website. Your continued use of the Website after any changes are made to the Terms will be deemed to constitute your acceptance of those changes. If you object to any changes, your only remedy is to discontinue your use of the Website. You are responsible for keeping up to date of any changes by regularly reviewing these Terms.