

# DALESWAN PTY LTD ACN 105 650 075

## WEBSITE TERMS AND CONDITIONS

1. This website (**Site**) is operated by Daleswan Pty Ltd ACN 105 650 075 trading as Providence Ripley, Providence South Ripley and Ripley Markets (**Daleswan, 'our', 'us' or 'we'**).
2. Use of this Site is governed by the following terms and conditions, the Daleswan Privacy Policy and all notices and disclaimers appearing on this Site or in marketing materials from time to time (**Terms**).
3. By using this Site, you acknowledge that you have read and understood these Terms and you agree to be bound by them.

### Variation

4. We may vary these Terms at any time without notice to you. The variations shall apply from the date the varied Terms are posted on the Site.

### Suspension and withdrawal

5. We do not guarantee that our Site, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of our Site for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal.
6. You are also responsible for ensuring that all persons who access our Site through your internet connection are aware of these Terms, and that they comply with them.

### Intellectual Property

7. You acknowledge and agree that the statutory and other proprietary rights in respect of patents, designs, copyright, trade marks, trade secrets, processes, formulae, systems, drawings, data, specifications, documents, and other like rights displayed or referred to on our Site are owned by Daleswan or in some cases third parties. You must not reproduce, copy, transmit, adapt, publish or communicate or otherwise exercise the intellectual property rights in the whole or any part of the material contained on the Site except with the prior written consent of Daleswan.
8. This site includes registered trade marks and trade marks which are otherwise protected by law. Unless otherwise indicated, these trade marks are owned by Daleswan in Australia. You must not use any of the Daleswan trade marks or business names except with the prior written consent of Daleswan.
9. Unless indicated otherwise, the contents of this Site are protected by copyright under the laws of Australia and, through international treaties, other countries, and Daleswan reserves all of its rights in that regard. The material on this Site may be downloaded for personal use only and may not be used for any other purpose without the prior written consent of Daleswan. You must not reproduce, transmit, adapt or otherwise exercise the copyright in the whole or any part of this website except with the prior written consent of Daleswan.

### Disclaimer

10. Information on this Site is believed to be accurate at the time it is provided but may change at any time without notice. Daleswan, its related bodies corporate, their officers, employees, and agents give no warranties or representations (implied or express) as to the accuracy, reliability or completeness of the information or links provided on this Site.

11. Maps, plans and images provided (including photographs, artists' impressions, illustrations, specifications and drawings) are given as a visual aid, and are indicative only. Any plans provided may be subject to final design and council approval. Maps and drawings are not necessarily to scale. Reference to expected completion timeframes are provided as a guide only. Actual completion dates may vary due to market and weather conditions, delays in approvals or other factors.
12. None of the information provided takes into account an individual's financial objectives, situations or needs, and should not be construed as financial advice.
13. To the extent permitted by law, Daleswan excludes all liability for any inaccuracies in, or incompleteness of, the information included on this Site or for any loss or damage (including special, indirect, or consequential loss or damage such as loss of revenue or profit) to any person which arises as a result of any use of or reliance on the information contained on this Site or otherwise in connection with it.
14. Prospective purchasers should undertake their own independent enquiries for their own benefit and satisfaction before proceeding with any investment. Any investment will be subject to the terms of any contract of sale and formal disclosure statements.
15. This Site may contain links to other websites operated by third parties (**Third Party Websites**). Daleswan does not control, endorse, or approve of the operators of Third Party Websites, or the information, graphics, materials, products and services offered on those Third Party Websites. Links to Third Party Websites are provided for convenience only. If you access or use the products or services available at Third Party Websites, you do so solely at your own risk.
16. This Site may be accessed throughout Australia and overseas. Daleswan makes no representation that the content of this Site complies with the laws (including intellectual property laws) of any country outside Australia. If you access this Site from outside Australia, you do so at your own risk and you are responsible for ensuring compliance with all laws in the place where you are located.

#### **Default**

17. If you breach the Terms, Daleswan may:
  - (a) suspend or terminate your access to the Site; and
  - (b) take whatever action we consider appropriate to recover any direct, indirect or consequential loss, damage or expenses that Daleswan has incurred or suffered as a result of your breach.

#### **General**

18. This Site (excluding any linked Third Party Websites) is controlled by Daleswan in Queensland, Australia. By accessing this Site, you accept that any disputes about this Site or its contents are to be determined by the Courts having jurisdiction in Queensland in accordance with the laws of Queensland.
19. If any of these terms and conditions (or part of them) is held to be invalid or unenforceable, these terms and conditions will remain in full force, apart from the term or condition or part of it that is held to be invalid or unenforceable which will be deleted to the minimum extent necessary for these terms and conditions to be valid and enforceable.
20. You can contact us by emailing [privacyofficer@okeland.com.au](mailto:privacyofficer@okeland.com.au).