

## **BW Residential Pty Ltd - Terms and Conditions**

By viewing and using our website and its information you are agreeing to the Terms and Conditions identified in this document. Purchases will relate to additional conditions identified at the time of your purchase.

### **Definitions**

The Website is in relation to [www.bwresidential.com.au](http://www.bwresidential.com.au)

We/Us/Our relates to BW Residential Pty Ltd its subsidiaries, affiliates, employees, officers, agents or assigns.

Service means design consultation, planning and associated documentation.

### **Accuracy of content**

We have taken proper care in the information provided on this website. We cannot guarantee its accuracy or be legally liable for any consequence from or connected to its content.

### **Use**

This website is available for your use on acceptance and compliance of these terms and conditions.

By viewing and using this site you agree to use in line with all applicable local, state, national and international rules and regulations.

You are responsible for maintaining your passwords and log in details and ensuring they remain confidential.

You agree to indemnify Us and keep us Us indemnified from and against any and all claims, proceedings, demands and actions of any nature whether actual or threatened in connection with your use of this Website or the Services or information offered on this Website, including any liability or expense arising from all claims, losses, damages (actual and consequential), suits, judgments, litigation costs and solicitors fees of every kind and nature incurred by you or any third parties through you.

### **Intellectual property and copyrights**

We hold the copyright to the content of this Website, including all uploaded files, layout design, data, graphics, photos, articles, file content, codes, news, tutorials, videos, reviews, forum posts and databases contained on the Website or in connection with the Services. You must not use or replicate our copyright material other than as permitted by law. Specifically, you must not use or replicate our copyright material for commercial purposes unless expressly agreed to by Us, in which case we may require you to sign a License Agreement.

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You may link to our articles or home page. However, you should not provide a link which suggests any association, approval or endorsement on our part in respect to your website, unless we have expressly agreed in writing. We may withdraw our consent to you linking to our site at any time by notice to you.

### **Limitation of Liability**

Unless expressly provided in a signed contract between you and Us or as required by law, we take no responsibility for the accuracy of any of the content or statements contained on this Website or in relation to our Services. Statements made are by way of general comment only and you should satisfy yourself as to their accuracy. Further, all of our Services are provided without a warranty with the exception of any warranties provided by law. We are not liable for any damages whatsoever, incurred as a result of or relating to the use of the Website or our Services.

**Information Collection**

Use of information you have provided us with, or that we have collected and retained relating to your use of the Website and/or our Services, is governed by our Privacy Policy. By using this Website and the Services associated with this Website, you are agreeing to the Privacy Policy.

**Confidentiality**

All personal information you give us will be dealt with in a confidential manner in accordance with our Privacy Policy. However, due to circumstances outside of our control, we cannot guarantee that all aspects of your use of this Website will be confidential due to the potential ability of third parties to intercept and access such information.

**Governing Law**

These terms and conditions are governed by and construed in accordance with the laws of Western Australia. We retain the right to bring proceedings against you for breach of these Terms and Conditions, in your country of residence or any other appropriate country or jurisdiction.