

PRECINCT URBAN PLANNING TERMS OF USE

Welcome to the website of Precinct Urban Planning.

This website (referred to in these Terms of Use as the **Website**) is owned and operated by **Precinct Urban Planning Pty Ltd ACN 639 546 688**, who is referred to in these Terms of Use as "**Precinct Urban Planning**", "**we**", "**us**", "**our**", and similar grammatical forms.

The material on the Website is copyright © 2022 Precinct Urban Planning or other copyright owners.

Access to and use of this Website and the products and services made available through this Website (collectively, the "**Services**") is conditional upon your acceptance and subject to the following terms, conditions and notices (**Terms of Use**) without alteration.

By accessing, browsing and using the Website, or by continuing to use the Services, or by providing or uploading material or information, you agree to be legally bound by these Terms of Use, as may be updated by us from time to time without notice to you. You should check our Website regularly to take notice of any changes we may have made to the Terms of Use. By continuing to access, browse or use the Website or using the Services, you agree to be bound by such revised Terms of Use.

1 **Linked sites**

- 1.1 This Website contains links to sites on the Internet owned and operated by third parties and which are not under our control ("**Linked Sites**"). In relation to the other sites on the Internet, which are linked to the Website, we:
- (a) provide the links to other sites as a convenience to you and the existence of a link to other sites does not imply any endorsement by us of the contents of the Linked Sites; and
 - (b) is not responsible for the material contained on those Linked Sites.

2 **Prohibitions**

- 2.1 You must only use the Website in accordance with these Terms of Use and any applicable law.
- 2.2 You must not misuse this Website. Accordingly, through your use of Website and the Services, you will not:
- (a) commit or encourage a criminal offence;
 - (b) undertake any fraudulent, abusive or illegal activity;
 - (c) transmit or distribute a virus, trojan, worm, logic bomb or any other material which is malicious, technologically harmful, in breach of confidence or in any way offensive or obscene;
 - (d) hack into any aspect of the Service;
 - (e) corrupt data;
 - (f) cause annoyance to other users;
 - (g) infringe upon the rights of any other person's proprietary rights;
 - (h) send any unsolicited advertising or promotional material, commonly referred to as "spam";
 - (i) attempt to affect the performance or functionality of any computer facilities of or accessed through this Website;
 - (j) manipulate, reproduce, distribute, re-transmit any of the material in any material form by any medium of communication;
 - (k) upload or repost any of the material to any other site on the Internet; or
 - (l) "frame" any of the material on the Website with other material on any other website.
- 2.3 The actions listed in clause 2.2 above are unlawful in any jurisdiction and are specifically prohibited by these Terms of Use.
- 2.4 Breaching this clause 2 would constitute a criminal offence, and we will report any such breach to the relevant law enforcement authorities and disclose your identity to them.
- 2.5 We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of this Website or to your downloading of any material posted on it, or on any Linked Sites.
- 2.6 You must at least eighteen (18) years of age and have the capacity to enter into a legally binding agreement with us in order to access or use this Website and the Services. If you are under eighteen

- (18) years of age, you may only access or use this Website and the Services with the involvement and consent of a parent or guardian - we do not provide services for purchase by children.
- 2.7 You will be provided with our Terms of Business as a part of our engagement process. We will not provide any Services until our Terms of Business have been signed by you.

3 Intellectual Property, Software and Content

- 3.1 The intellectual property rights in all software and content (including photographic images, specifications, and design of the goods) made available to you on or through this Website remain the property of us or our licensors and are protected by copyright laws and treaties around the world. We reserve all of our rights and the rights of our licensors.
- 3.2 Despite the above restrictions on the use of the material on the Website, you may download material from the Website for your personal non-commercial use, provided you do not remove any copyright and trademark notices contained on the material.
- 3.3 You are not allowed to use our logo or any brand of trade mark (or any marks which are similar in nature) without our prior written consent.
- 3.4 You may not modify or copy:
- (a) the layout of the Website; or
 - (b) any computer software and code contained in the Website.
- 3.5 We reserve all intellectual property rights, including, but not limited to, copyright in material or services provided by it. The material provided on the Website is supplied for personal use only and may not be:
- (a) re-sold or re-distributed in any material form;
 - (b) stored in any storage media; or
 - (c) re-transmitted in any media,
- without our prior written consent.
- 3.6 You may link to our Website home page, provided you do so in a non-commercial, fair and legal way and does not damage our reputation or take advantage of it. Still, you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists. You must not establish a link from any website that you do not own. This Website must not be framed on any other site, nor can you create a link to any part of this Website other than the home page. We reserve the right to withdraw linking permission without notice.
- 3.7 Except where expressly stated to the contrary, all persons (including their names and images), third-party trade marks and content, services and/or locations featured on this Website are in no way associated, linked or affiliated with us, and you should not rely on the existence of such a connection or affiliation. Where a trade mark or brand name is referred to, it is used solely to describe or identify the goods and services and is in no way an assertion that such goods or services are endorsed by or connected to us. All other trade marks or service marks on this Website are the property of their respective owners. You must obtain our written permission before reusing any copyrighted material that is published on this Website. Any unauthorised use of the materials appearing on this Website may violate copyright, trade mark and other property rights or legal protections and could result in criminal or civil penalties.

4 Disclaimer of Liability

- 4.1 The content on this Website is for general information purposes only and should be viewed as current only as at the time of publication. This content does not take into account your specific needs, objectives and circumstances. The information on this website is not legal or professional advice and the content of this website should not be used as town planning and development advice or used in lieu of obtaining proper professional advice. If you want professional town planning and development advice, you must seek specific advice tailored to your circumstances. Any reliance you place on any content of the Website is at your own risk.
- 4.2 Subject to any non-excludable consumer guarantees and other consumer protection provisions set out in the Australian Consumer Law, the material displayed on this Website is provided without any guarantees, conditions or warranties as to its accuracy.
- 4.3 To the full extent permitted by law, we disclaim any and all warranties, express or implied, regarding:
- (a) the accuracy, reliability, timeliness or otherwise of any information contained or referred to on the Website or of any Linked Sites; and
 - (b) merchantability or fitness for any particular purpose for any service or product contained or referred to on the Website or on any Linked Sites.

- 4.4 We will not be liable under any circumstances for any loss of profits or any damages of any kind recognised by law (even if it has been advised of the possibility of such loss of profits or damages) which are the consequence of you:
- (a) acting, or failing to act, on any information contained on or referred to on the Website or any of the linked websites; and
 - (b) using or acquiring, or your inability to use or acquire, any service or product contained or referred to on the Website or any Linked Sites.
- 4.5 We do not warrant, guarantee or make any representation that:
- (a) the Website or the server that makes the site available on the internet are free of software viruses;
 - (b) the functions contained in any software contained on the Website will operate uninterrupted or are error-free; and
 - (c) errors and defects in the Website will be corrected.
- 4.6 We are not liable to you for:
- (a) errors or omissions in the Website, or Linked Sites on the internet;
 - (b) delays to, interruptions of or cessation of the services provided on the Website, or Linked Sites; and
 - (c) defamatory, offensive or illegal conduct of any user of the Website, whether caused through our negligence or the negligence of our employees, independent contractors or agents, or through any other cause.
- 4.7 You agree to accept the full cost of any necessary repair, correction and maintenance of any of your computer software or hardware, which may be necessary as a consequence of you accessing the Website.
- 4.8 The disclaimers above may not apply to you in jurisdictions in which limitations on or exclusions of warranties or liabilities are not permitted by law. To the full extent permitted by law, our liability for any implied warranty or condition is limited, at our choice, to one or more of the following:
- (a) if the breach of an implied warranty or condition relates to services:
 - (i) the supply of the services again; or
 - (ii) the payment of the cost of having the services supplied again; and
 - (b) if the breach of an implied warranty or condition relates to goods:
 - (i) the replacement of the goods or the supply of equivalent goods;
 - (ii) the repair of such goods; or
 - (iii) the payment of the cost of replacing the goods or acquiring equivalent goods, or having the goods repaired.

5 Australian Consumer Law & Limitations on our Liability

- 5.1 Our services come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the service, you are entitled:
- (a) to cancel your service contract with us; and
 - (b) to a refund for the unused portion, or to compensation for its reduced value.
- You are also entitled to be compensated for any other reasonably foreseeable loss or damage. If the failure does not amount to a major failure, you are entitled to have problems with the service rectified in a reasonable time and, if this is not done, to cancel your contract and obtain a refund for the unused portion of the contract.
- 5.2 Subject to the prior sub-clause, no attempt is made to exclude or limit liability arising under the ACL to the extent that there is a statutory restriction on such exclusion or limitation and to the extent allowed by section 139A of the *Competition and Consumer Act 2010* (Cth) (“**CCA**”) to exclude or modify our liability to you for death or injury from our failure to comply with the ACL guarantees. This exclusion does not apply if your death or injury is caused by our “reckless conduct” (as defined in the CCA).
- 5.3 In all other respects, our total liability for loss or damage of every kind, whether:
- (a) arising pursuant to these Terms of Use; or
 - (b) arising in any other way out of or in relation to the supply of services, and whether in tort or contract or in any other cause of action,
- is limited to a total aggregate amount equivalent to the sum paid by you to us for the Services.
- 5.4 Except in relation to liability for personal injury (including sickness and death), and except as otherwise stipulated in these Terms of Use, we do not accept liability to you in respect of any indirect

or special loss or damage that may be suffered or incurred by you in respect of Services supplied pursuant to these Terms of Use.

- 5.5 We have no liability to the extent that our performance of the contract is prevented by force majeure. For these purposes, "force majeure" means any occurrence or omission as a direct or indirect result of which we are prevented from or delayed in performing any of our obligations, is beyond our reasonable control and which could not have been prevented or mitigated by reasonable diligence or precautionary measures, including forces of nature, pandemics, natural disasters, acts of terrorism, failure of any telecommunications or computer system, riots, lock-out or lockdown, revolution, civil commotion, epidemic, pandemic, accident, industrial action, and action or inaction by a government agency, or by any damage caused by any of such events.
- 5.6 We have no liability to the extent that any failure with respect to the services provided is attributable to any act or omission on your part.
- 5.7 To the maximum extent permitted by law, all express or implied guarantees, warranties, representations, or other terms and conditions or which could otherwise be implied into these Terms of Use are excluded, including the accuracy, reliability, timeliness or otherwise of any information contained or referred to on the Website or of any Linked Sites and the merchantability or fitness for any particular purpose for any service or good contained or referred to on the Website or any Linked Sites.
- 5.8 To the maximum extent permitted by law, we will not be held liable for, and no measure of damages will, under any circumstance, include special, indirect, consequential, incidental or punitive damages, or damages for loss of profits, revenue, goodwill, anticipated savings or loss, or data corruption, whether in contract, tort, negligence, in equity, under statute, under an indemnity, based on fundamental breach or breach of a fundamental term or on any other basis, whether or not such loss or damage was foreseeable and even if advised of the possibility of the loss or damage.
- 5.9 To the maximum extent permitted by law, you agree to indemnify us and keep us indemnified, from and against all claims, demands, actions, damages, costs, losses (including indirect and consequential losses) and expenses of any nature whatsoever and to abandon forever and discharge any present or future claim, right or remedy against us.
- 5.10 You agree that we will not be liable to you or any person that purchased goods and services through our subscription from a partner for any loss of life, personal injury, or damage to or loss of property which may be suffered or sustained for any cause whatsoever, save where any such death, injury or damage results from a negligent act or omission by us.

6 Collection of Personal Information & our Privacy policy

- 6.1 Our privacy policy, which sets out how we will use your information, can be found at <https://www.precinctplan.com.au/privacy-policy>. By using this Website, you consent to the collection, handling and processing of your personal information outlined in our privacy policy and warrant that all information that is provided by you is accurate and up to date.
- 6.2 We and any people or legal entities authorised by us may gather and process the personal information:
 - (a) which you may provide when accessing the Website, such as your name, address, e-mail address and other personal information about you; and
 - (b) regarding how you use the Website including, without limitation, information acquired through the use of "cookies" delivered to your computer when you access our Website.
- 6.3 We may authorise others to offer you goods and services using the information that we have collected.
- 6.4 We will comply with the Australian Privacy legislation concerning our collection, storage and use of your personal information. Please refer to our full privacy policy for details of how we collect, store and use your personal information.
- 6.5 There is no method of transmission over the Internet or through electronic storage through our engaged providers that is fully secure. We cannot guarantee the security of your personal information. If we are required by law to inform you of any unauthorised access, use, or disclosure of your personal information, then we will notify you electronically, in writing or by telephone (if required and permitted to do so by law).
- 6.6 Our websites do not necessarily use encryption or other technologies to ensure the secure transmission of information via the Internet. Anyone using our Website is encouraged to exercise care in sending Personal Information via the Internet.

7 Linking to this Website

- 7.1 You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it. Still, you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists. You must not establish a link from any website that is not owned by you. This Website must not be framed on any other site, nor may you create a link to any part of this Website other than the home page. We reserve the right to withdraw linking permission without notice.

8 Amendments to our Terms of Use

- 8.1 We reserve the right to change these Terms of Use with or without further notice to you and without giving you any explanation or justification for such change.

9 Access & Termination to this website

- 9.1 Access to this Website is permitted on a temporary basis, and we reserve the right to withdraw, restrict or amend the Services without notice. Also, we may terminate access to the Website at any time without giving any explanation or justification for the termination of access, and we have no liability for any costs, losses or damages of any kind arising as a consequence of terminating access to the Website.

10 Disclaimer as to ownership of trade marks, images of personalities and third party copyright

- 10.1 All logos, icons, brand names or service names that identifying the owner and operator of this Website are our copyright property or our trade marks or service marks.
- 10.2 Except where expressly stated to the contrary all persons (including their names and images), third party trade marks and content, services and/or locations featured on this Website are in no way associated, linked or affiliated with Precinct Urban Planning and you should not rely on the existence of such a connection or affiliation. Where a trade mark or brand name is referred to it is used solely to describe or identify the products and services and is in no way an assertion that such products or services are endorsed by or connected to Precinct Urban Planning. All other trade marks or service marks on this Website are the property of their respective owners. You must obtain our written permission before reusing any copyrighted material that is published on this Website. Any unauthorised use of the materials appearing on this Website may violate copyright, trade mark and other property rights or legal protections and could result in criminal or civil penalties.

11 Indemnity

- 11.1 You agree to indemnify, defend and hold harmless Precinct Urban Planning, its directors, officers, employees, consultants, agents, and affiliates, from any and all third-party claims, liability, damages and/or costs (including, but not limited to, legal fees on an indemnity basis) arising from your use (or misuse) of this Website or your breach of the Terms of Use.

12 Variation

- 12.1 We have the right in our absolute discretion at any time and without notice to amend, remove or vary the Services or any page of this Website.

13 Invalidity & Jurisdiction

- 13.1 If any part of these Terms of Use is found to be void, unlawful, or unenforceable, then that part will be deemed to be severable from the balance of these Terms of Use and the severed part will not affect the validity and enforceability of any remaining provisions. Alternatively, you agree that the clause must be rectified and interpreted in such a way that closely resembles the original meaning of the clause/sub-clause as is permitted by law.
- 13.2 These Terms of Use will be governed by and interpreted in accordance with the law of Queensland, Australia, without giving effect to any principles of conflicts of laws.
- 13.3 You agree to the jurisdiction of the courts of Queensland, Australia to determine any dispute arising out of these Terms of Use.

14 Making a Complaint

- 14.1 You may contact us at any time if you have any questions or concerns about our Terms of Use. You may make a complaint to us using the contact details set out below.

15 Contact Information

15.1 We welcome your comments and questions about our Terms of Use. Please contact our Privacy Officer at the following:

Attention: Privacy Officer

Telephone: [07 4632 2535](tel:0746322535)

Email: info@precinctplan.com.au

These Terms of Use were last updated on 15 March 2023.