

Terms and Conditions

- For the purposes of this document please note that the following definitions apply:
“Bevan”, and “Bevan Property Group”, “Bevan Group”, and “we”, refer to both Bevan Property Group Pty Ltd trading as Bevan Property Group ACN: 620575993, and, Bevan Real Estate Pty Ltd trading as Bevan Residential & Bevan Projects ACN: 622418491
- “The Website”, “This Website”, “Website” and “Our Website” refer to www.bevanpropertygroup.com.au , www.bevanresidential.com.au , and www.bevanprojects.com.au
- “Services”, and “services” refer to the provision of work and / or information, both paid and unpaid, offered via The Website
- “You”, “you” and “your” refers to any user of the afore-named Website and any services it offers
- “Service Agreement” refers to an agreement between you and Bevan Property Group
- “Disclaimer” refers to the document available at <<insert disclaimer link here>>
- “Privacy Policy” refers to <<insert Privacy Policy link here>>
- “Terms and Conditions” refers collectively to the contents of this document, together with and in their entirety, the Privacy Policy and the Disclaimer

This document sets out and explains the Terms and Conditions under which Bevan Property Group and its related business entities provide The Website and its services.

Please take the time to read all of the Terms and Conditions before continuing to use Our Website. If you choose not to read our Terms and Conditions in their entirety, we respectfully insist that you do not access This Website or its Services. Bevan Property Group recommend that you regularly review the Terms and Conditions to ensure you are aware of the current version.

Amendments

These Terms and Conditions were last amended on March 25th, 2019.

Bevan Property Group reserves the right to amend its Terms and Conditions at any time. The amended Terms and Conditions supersedes all previous versions and will be effective immediately upon being uploaded to The Website. Ongoing use of The Website constitutes an agreement by you to abide by, and be bound by, the Terms and Conditions as so amended. The Terms and Conditions in this document may only be amended by way of the afore-mentioned and not otherwise.

Jurisdiction

These Terms and Conditions are governed by, and conducted in accordance with, the laws of The State of Victoria, Australia. In accepting these Terms and Conditions by way of your use of The Website and / or its Services, you irrevocably submit to the non-exclusive jurisdiction of The Courts of The State of Victoria, Australia.

The provisions of these Terms and Conditions are severable and if some or any of the provisions of these Terms and Conditions are held to be unenforceable or invalid, the provision or provisions so found may be removed without invalidating any remaining provisions which shall all therefore remain enforceable.

Welcome Home

Ooranya Estate Beveridge

ph: 1300 035 791

email: sales@ooranyaestate.com.au



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The Website

The Website is owned and operated by Bevan Property Group. By accessing, browsing or using The Website and / or any of its Services, you agree to these Terms and Conditions, and acknowledge and agree that you have read and understood the Terms and Conditions. By downloading any of the information on The Website, purchasing or using a Service from The Website and / or by completing any registration process to become a member of The Website, you expressly agree to abide by, and be bound by, the Terms and Conditions.

Individual Services available may also require an additional Service Agreement. Such a Service Agreement shall be considered as supplementary to this agreement and may not supersede these Terms and conditions.

Use of The Website and Services

The Website and Services are offered and available to any individual or representative of an entity authorised and able to form legally binding contracts under applicable law.

The Website and Services are not offered and available to any persons under 18 years of age unless accompanied and supervised by a parent or legal guardian over the age of 18. In this case, the parent or guardian must read, accept, and abide by these terms and conditions.

Registration

Registration is not necessary to use The Website but specific sections of The Website and some Services offered may require registration. Registration may result in The Website providing you with a secure login password. The password must not be disclosed to any other person and it is entirely the responsibility of the individual issued with the password to maintain the security of that password. In the event that you believe the security of your password has been breached, you must immediately contact Bevan Property Group to have the password reset and security restored. Any loss, injury or liability incurred as the result of a password security breach falls entirely to the individual issued with the password.

Compliance with Laws

In using The Website and its Services, you agree that you must comply with all laws, statutes, ordinances, court decisions, rules, and regulations applicable to you.

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Accurate and Lawful Information and Content

While accessing and / or using The Website and Services, any content or information you provide to Bevan Property Group, either directly to The Website or with the intent of using The Website for the purpose of disseminating such information, the content must:

- Not violate any regulation, law, statute or court precedent
- Not be unlawful, fraudulent, derisive, discriminatory, defamatory, threatening, libellous, hateful, vulgar, or obscene
- Not violate the rights to privacy of any third party's personal information
- Not constitute unauthorised use of any third party's intellectual property
- Not promote or advertise banned, or illegal, or obscene goods or substances
- Not attempt to use The Website for the purposes of unauthorised advertising or promotion
- Not attempt to use The Website to distribute harmful or malicious software
- Not attempt to use The Website to distribute spam

In providing information to Bevan Property Group via The Website and / or Services, You agree to grant a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sub-licensable right to exercise the copyright contained in such content, through all media, both existing and future. You also consent to us using the content in any manner whatsoever, without exclusion. Bevan Property Group agree that any such use will be subject to the provisions of the Privacy Policy, forming part of the Terms and Conditions.

Bevan Property Group may monitor The Website and its Services and reserve the right to take any action with respect to content or information you provide.

Copyright and Intellectual Property

All intellectual property offered on The Website, including but not limited to, text, images, logos, music, sounds, and software, is the intellectual property of Bevan Property Group unless otherwise indicated. Dissemination, modification, copying, publishing, republishing, broadcasting, or distribution of this intellectual property is expressly forbidden without the explicit consent of Bevan Property Group.

Relay of Information and Services

Services and information from The Website may not be sold, on sold, made available, be aggregated, or relayed without the express consent of Bevan Property Group.

Linking

Links to The Website are not permitted on any external website without the express consent of Bevan Property Group.

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System Integrity

When accessing The Website and Services you must not use any device, software or methodology to interfere with, or attempt to interfere with the proper working of The Website, its Services or activities conducted via The Website. You may not take any action intended to impose an unreasonable or disproportionately large load on The Website's infrastructure, hardware and / or software.

Breach of Terms and Conditions

In the event of a breach of the Terms and Conditions, or any supplementary Service Agreement, Bevan Property Group reserve the right to suspend or terminate access to The Website and / or its Services without notice. Bevan Property Group also reserves the right to pursue, prosecute, and seek remedy and compensation for any breach of the Terms and Conditions or Service Agreement.

Limit of Liability

While Bevan Property Group endeavour to maintain a high quality Website, we do not guarantee uninterrupted, continuous, or secure access to The Website and Services.

We provide The Website and Services "as is" and without any warranty or condition, express or implied, except as provided by law.

No responsibility is accepted for errors, omissions or malicious software contained on The Website or for the accuracy, veracity or palatability of information on The Website.

Views expressed on The Website are not necessarily representative of the views of Bevan Property Group, its directors, employees, representatives, agents or affiliates.

Information provided on The Website and its Services are published in good faith and believed to be accurate and current at the time the information was published.

No responsibility is accepted for links to external or third party websites that may appear on The Website and / or its Services.

Bevan Property Group accept no responsibility or liability for any form of loss, damage, or liability you may incur arising out of, or in connection with, the use of The Website and / or its Services, or the information contained within it, including loss of profit or any special, incidental, or consequential damages howsoever arising, including negligence.

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To the extent that Bevan Property Group are able to limit any remedies available under these Terms and Conditions, liability for breach of a condition or warranty implied by virtue of any legislation is expressly limited to the following remedies, the choice of which is to be made at the sole discretion of Bevan Property Group:

In the case of goods:

- Repair or restoration of the goods
- Payment of costs of having the goods repaired or restored
- Replacement of the goods or supply of equivalent goods
- Payment to the value of replacement cost of the goods or of acquiring equivalent goods

In the case of Services:

- Provision of the same Service at no additional cost
- Payment to the value of the cost of having the Services supplied again

These Terms and Conditions do not limit or exclude any liability on the part of Bevan Property Group, where, and to the extent that applicable law prohibits the exclusion or limitation.

Indemnity

You agree to accept liability for, and indemnify Bevan Property Group against, any form of action, legal proceeding, liability, claim, loss, or damage, including legal costs, suffered or incurred by us arising from, or which is related, either directly or indirectly, to:

- A breach or non-observance on your part of any term of these Terms and Conditions
- A breach or inaccuracy on your part in any of your representations or warranties
- Any actions or claims prosecuted by a third party which relates to all or any part of content you have provided to The Website or its Services

Bevan Property Group may also, in relation to a claim, require you to conduct the defence, including compromise and / or settlement negotiations, prior to the commencement of legal proceedings.

Bevan Property Group may also require you to modify, amend, alter or substitute any or all potentially infringing content at your expense, in order to render such content non-infringing.

Agency Exclusion

These Terms and Conditions do not constitute a partnership, agency, joint venture, employment agreement or franchise agreement between you and Bevan Property Group.

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Notices

Unless explicitly stated otherwise a notice will be considered to have been given 24 hours after Bevan Property Group have sent an email to the email address you have provided. It is your express responsibility to ensure such an email address is accurate and current.

Notices to Bevan Property Group will be considered to have been given, 24 hours after you have sent an email to the address: coporate@bevanpropertygroup.com.au

Failure to Act

A failure to act by Bevan Property Group with respect to some or any breach or breaches of these Terms and Conditions does not waive our right to act with respect to subsequent or similar breaches, and does not constitute a variation to these Terms and Conditions.

Headings and Format

These Terms and Conditions contain headings, typographic formatting, and indicative characters which are for reference purposes only to aid readability. They in no way define, limit, imply, construe or describe either scope or extent of any section within these Terms and Conditions, or the Terms and Conditions as a whole.

General

This Agreement sets out the entire understanding and agreement between you and Bevan Property Group with respect to its subject matter.

These Terms and Conditions may not be construed adversely to Bevan Property Group solely because they were prepared by Bevan Property Group.

These Terms and Conditions along with any other supplementary agreement or service agreement, sets out the entire understanding and agreement between you and Bevan Property Group with respect to its subject matter.

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