

Terms of Use

This website is provided by Abiwood Pty Ltd (ABN 32 142 261 381).

Access to this website and your use of the services provided through it are subject to these legally binding terms and conditions. Please read them carefully. If you do not agree with these Terms of Use you should not access or use the Site.

Registrations of Interest

The registration of interest process submits your contact details to our representatives for the purposes of contacting you in relation to your submission and using that information to deal with your submission and provide our products and services to you.

By submitting your contact details via the Site you agree:

- to have your contact details forwarded to the relevant sales agent and/or builder (including its employees and contractors used in connection with the promotion and sale of its products as they relate to your request) for the purposes of contacting you to discuss your submission;
- and we and the relevant sales agent and/or builder may use that information (and disclose it to employees, contractors, agents and other representatives that work with us and/or the relevant builder) for the purposes of dealing with your submission of interest, any further enquiries and providing products and services to you.

A registration of interest does not create any interest in, or constitute a contract of sale or reservation over any land or house product displayed in the package selected on the Site. All content on the Site and expressions of interest are subject to finalisation by contract.

When you are contacted by our representatives, they will provide details regarding the cost of the land offered for sale.

If you are interested in constructing a house on the land, our representatives will provide a referral to the appropriate representative of a builder or builders participating in the estate in which the land is located.

Registrations of interest may also be made by you via telephone direct to one of our representatives.

By making a registration of interest you are under no obligation to purchase the requested house and land package.

We do not charge you to make a registration of interest.

Limitation of Liability

The information contained on this website is not legal, investment or financial advice and Abiwood Pty Ltd are not responsible from any losses, damages, liabilities, claims and expenses whatsoever arising from the use of this website.

Whilst Abiwood endeavours to ensure that all information is current and correct Abiwood makes no representation or warranty (express or implied) as to the currency, accuracy, reliability or completeness of the information. Abiwood and its officers, employees, agents and consultants accept no liability (including liability to any person by reason of negligence or negligent misstatement) for loss or damage caused by any statements, opinions, information or other matters (expressed or implied) arising out of, contained in or derived from, or for any omissions from, the site, except liability under statute that cannot be excluded.

Abiwood makes no representations whatsoever about any other web site which you may access through this one. When you access a non-Abiwood web site through any link with the Abiwood web site, please note that it is independent from Abiwood, and that Abiwood has no control over the content on that web site. Where there is a link to a non-Abiwood web site this does not imply that Abiwood endorses that site or accepts any responsibility for the content or use of that site. You must take whatever precautions are necessary to ensure that whatever you download from any web site is free of such items as viruses, worms, trojan horses and other items of a destructive nature.

In no event will Abiwood be liable to any party for any direct, indirect, special or other consequential loss or damage, however caused (including through negligence), arising as a consequence of any use of this site, or of any other hyperlinked website, including, without limitation, any lost profits, business interruption, loss of programs or other data on your information handling system or otherwise, even if we are expressly advised of the possibility of such damages.

Copyright

This web site and its contents are owned by Abiwood Pty Ltd. The content of this site, including any source code is the property of Abiwood Pty Ltd and may be protected by the law of copyright, trademarks, design rights and other intellectual property rights.

You are permitted to download content for your personal information but not for any other purpose commercial or otherwise. You are not permitted to reproduce, distribute, transmit or incorporate into another document any of the content of this site without the prior written permission of Abiwood.

Security

No data transmission over the internet can be guaranteed as totally secure. Whilst we strive to protect such information we cannot ensure the security of any information you transmit to us. Any information you transmit to us is transmitted at your own risk. Once we receive your information we will take reasonable steps to preserve the security of such information.

Privacy

In using the Site you may give us or we may collect personal information. To know more about what personal information we collect and how we may use or disclose it please see our Privacy Policy.

Governing Law

These terms of use and any matter relating to the use of this website shall be governed and construed in accordance with the laws of Victoria. Any dispute relating the use of this website will be subject to the exclusive jurisdiction of the courts of that State.

Agreement

Abiwood Pty Ltd always acts in good faith, but reserves the right to change, at any time, the terms and conditions of using this website. Such changes take effect from the time they are first uploaded to the Site. Users do not have a right to access and use the Site and we may at any time and in our sole discretion refuse access, restrict access or discontinue the Site in whole or any part. We accept no liability for any loss or damage suffered or incurred by any person arising from or in connection with any changes to the Site (including these Terms of Use) or our refusal or failure to provide access to, or to provide an accessible, Site (including loss or damage related to Users being unable to access the Site because of any temporary or permanent faults or defects, maintenance or discontinuance of the Site).