



# Website Terms.

This website is owned and operated by Sydney Home Design Centre, part of Johnson Bros Investments Pty Ltd (ABN 12 000 568 865), its successors and assignees (referred to as “we”, “us” and “our”). It is available at: [www.sydneyhdc.com](http://www.sydneyhdc.com) (Site) and may also be available through other addresses.

These Terms of Use (Terms) apply to you, the person, organisation or entity that uses the Site (referred to as “you” or “your”) and form a contract between you and us if you use the Site. Please read these Terms carefully. If you have any questions, please contact us using the contact details below. Your use of the Site indicates that you have read and accepted these Terms. We may amend the Information and Terms from time to time without notice to you. You should check the Terms regularly to ensure you are aware of any changes, and only proceed to use the Site if you accept and will comply with the new Terms.

1. **Disclaimer:** The information, including but not limited to content, contained on the Site (Content) is for general information purposes only. It does not take into account your specific needs or circumstances, and it is not advice. You rely on the Information at your own risk. Before acting on any Information, you should consider whether it is appropriate for you and seek professional advice where necessary.
2. **Intellectual property rights:** The Site contains material which is owned by or licensed to us and is protected by Australian and international intellectual property laws, including but not limited to the Content, branding and look and feel of the Site. You agree not to do anything to infringe those rights, including but not limited to:
  - (a) copying, altering, modifying or creating derivative works from any of the code on the Site or the Content;
  - (b) framing or embedding the Site or any part of it in another website; or
  - (c) linking the Site or any part of it to another website

without obtaining our prior written permission, which we may withhold in our absolute discretion.

3. **Use of the Site:** You also agree not to:
  - (a) use the Site other than for obtaining general information for your own use;
  - (b) use the Site in order to compete with our business;
  - (c) attempt to or tamper with, hinder or modify the Site, knowingly transmit viruses or other disabling features, or damage or interfere with the Site; or
  - (d) assist a third party to do any of the above acts.
4. **Privacy:** Please read our Privacy Policy which is available on the Site. By agreeing to these Terms, you agree to the terms of our Privacy Policy.
5. **Third party content:** The Site may contain third party Content, including but not limited to comments, guest articles, images and advertisements. We do not endorse that Content or any goods or services it may be intending to promote.
6. **Third party links:** The Site may contain links to websites owned by third parties. We do not endorse those websites or any goods or services they may be intended to promote.
7. **Amending, deleting and blocking:** We may amend or delete any and all Content or links and block any user in our sole discretion.
8. **Availability of the Site:** We are not responsible for any delays on or interruptions to the Site. We may at any time and without notice discontinue the Site in whole or in part and will not be responsible for any loss, cost, damage or liability that may result.

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9. **Limitation of liability:** To the extent permitted by law, we exclude all liability for any loss, damage, costs or expense, whether direct, indirect, incidental, special and/or consequential including loss of profits, suffered by you or any third party, or claims made against you or any third party which result from any use of or access to, or any inability to use or access, the Site. To the extent permitted by law, we exclude all representations, guarantees, warranties or terms (whether express or implied) other than those expressly set out in these Terms, and the Australian Consumer Law to the extent applicable.
10. **Indemnity:** You agree to indemnify and hold us harmless from and against all claims, actions, suits, demands, damages, liabilities, costs or expenses (including legal costs and expenses on a full indemnity basis), including in tort, contract or negligence, in connection with:
  - (a) your use of or access to the Site;
  - (b) any breach by you of these Terms; or
  - (c) any wilful, unlawful or negligent act or omission by you.
11. **No waiver:** If we do not act in relation to a breach of these Terms by you, this does not waive our rights to act with respect to subsequent or similar breaches of these Terms by you.
12. **Enforceability:** If any of these Terms is found to be illegal, invalid or unenforceable this will not affect the remainder of these Terms, which will continue in full force and effect.
13. **Further assurances:** We and you both agree, at our own expense, to do everything reasonably necessary to give full effect to these Terms.
14. **Termination:** These Terms are effective until terminated by us, which we may do at any time and without notice to you. In the event of termination, all restrictions imposed on you by these Terms and clauses 9 and 10 will survive.
15. **Disputes:** We and you agree to act in good faith to use alternative dispute resolution including but not limited to negotiation and mediation to resolve any dispute arising out of or relating to these Terms, prior to resorting to court proceedings.
16. **Jurisdiction:** These Terms are subject to the laws of New South Wales and the Commonwealth of Australia and we and you both submit to the non-exclusive jurisdiction of the courts of those jurisdictions.

If you have questions or complaints please contact:

- Sydney Home Design Centre (part of Johnson Bros Investments Pty Ltd) (ABN 12 000 568 865)
- 73 Bassett Street, Mona Vale NSW 2103
- Phone: (02) 9997 1886
- Email: [info@sydneyhdc.com](mailto:info@sydneyhdc.com)

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