

TERMS OF USE

1 APPLICATION & AMENDMENT OF THESE TERMS

- 1.1 The following terms and conditions (**Terms**) apply to your use and continued use of the website hosted via the domain www.hglaw.com.au (**Website**). By accessing, viewing, or using this Website in any way, you acknowledge and agree with Heathfield Grosvenor (Australian Business Number 81 616 358 359) (**we, us, our**) to comply with these Terms.
- 1.2 These Terms may be varied, substituted, or otherwise amended by us at any time. Any amendments to these Terms will be made available on this Website and take effect immediately upon publication on this Website. Your continued use of this Website constitutes acceptance of its Terms.
- 1.3 Additional terms and conditions may apply and may be incorporated into the agreement between us and you (for example our Privacy Policy).

2 THIRD PARTY WEBSITES

This website may contain links to external third party websites and content. We are not responsible in any way for those websites or that content.

3 NO LEGAL ADVICE

The information provided via this Website is provided by way of general information only. It does not constitute legal advice, and should not be relied upon as such. Specific independent legal and other professional advice which is tailored to your particular circumstances should be obtained before deciding to act, or not to act, upon the information contained in this Website.

4 INTELLECTUAL PROPERTY RIGHTS

Except where otherwise indicated, we own all intellectual property rights such as copyright in content, material, and works contained in this Website. All rights are reserved. Without limitation, you must not reproduce, modify, adapt, publish, communicate to the public or disseminate the contents of this Website except for your personal non-commercial and lawful uses.

5 LIABILITY & INDEMNITY

- 5.1 This Website and its contents are provided on an “as is” basis. We make no representations or warranties, express or implied, statutory or otherwise regarding the accuracy, quality, completeness of such contents or their fitness for any purpose.
- 5.2 To the fullest extent permitted by law, we, our officers, employees, and agents exclude all liability whether arising in tort, contract or otherwise for any loss, damage or injury (whether of a direct, indirect, special, exemplary, or consequential nature) arising or resulting in any way out of your access and/or use of this Website and its contents.
- 5.3 You must not use this Website or its contents for any unlawful purpose. You must indemnify and hold us harmless from and against any and all liabilities, losses, damages, costs and expenses

Liability limited by a scheme approved under Professional Standards Legislation.
Directors and employees of Heathfield Grosvenor who are also legal practitioners are members of the scheme.

(including legal costs) in relation to any claims or actions based on or resulting from any breach by you of these Terms.

- 5.4 Liability limited by a scheme approved under Professional Standards Legislation. Directors and employees of Heathfield Grosvenor who are also legal practitioners are members of the scheme.

6 MISCELLANEOUS

- 6.1 This agreement is governed by and construed in accordance with the laws of New South Wales, Australia and the parties hereby submit to the jurisdiction of the Courts of that state.
- 6.2 No time or other indulgences extended by a party for the performance by the other of any of their duties or obligations pursuant to this agreement shall operate as a waiver or release of any of the parties rights pursuant to this agreement. A single or partial exercise of a right, power or remedy by a party does not prevent a further exercise of that right, power or remedy.
- 6.3 If any provision or any part thereof is held to be void or otherwise unenforceable then such provision or part thereof shall be excluded and the remainder of this agreement shall remain in full force and effect.

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