

Goldfields - Terms and Conditions

1. INTRODUCTION

This website is operated by Goldfields Group Holdings Pty Ltd (ABN 73 626 532 232) and our related and associated companies and trusts (referred to in this privacy policy as 'Goldfields', 'we', 'us', or 'our'), under the domain name, www.goldfieldsgroup.com.au ('Website').

These Terms and Conditions ('Terms') and the [Privacy Policy | Goldfields](#) together apply to, and govern your access, use and interaction with the Website.

By proceeding to access this Website, you agree to be bound by these Terms which form a binding contractual agreement between you and Goldfields. If you do not agree to these Terms, you must refrain from using the Website.

We may change these Terms at any time by posting a revised version on the Website. Your continued use of the Website following such an update will represent an agreement by you to be bound by the Terms as amended.

2. DISCLAIMER

(a) General information

All information and materials made available on the Website are provided for general informational purposes only. Such information has not been prepared with regard to your individual circumstances and may not be suitable for your particular needs.

The information on the Website does not constitute professional advice of any kind, including legal or financial advice, and should not be relied upon as such. You should seek independent professional advice before acting or relying on any information contained on the Website.

(b) CGI Imaging

- i. The images, visuals, or representations used on the Website may include computer-generated imagery (CGI). These are artistic impressions intended to portray the conceptual design and appearance of our projects.
- ii. You acknowledge and agree that:
 1. CGI depictions may not accurately reflect the real-life environment, scale or specific details of the finished product; and
 2. actual features, materials, colours, layouts, and surroundings may differ from what is purported in CGI images due to various factors such as design modifications, construction limitations, or natural variations.

3. ACCESS AND USE OF THE WEBSITE

You must use the Website only in accordance with these Terms and all applicable laws. You are also responsible for ensuring that your employees, subcontractors, and agents who access or use the Website comply with these Terms and all applicable laws.

4. YOUR OBLIGATIONS

You must not:

- (a) copy, mirror, reproduce, translate, adapt, vary, modify, sell, decipher, decompile, or otherwise interfere with any part or aspect of the Website without our express written consent;

- (b) use the Website for any purpose other than browsing, selecting, or purchasing goods;
- (c) use, or attempt to use, the Website in any manner that is unlawful, fraudulent, or that facilitates illegal or fraudulent activity;
- (d) use, or attempt to use, the Website in a manner that interferes with, disrupts, or imposes an unreasonable burden on the Website or the servers or networks hosting it;
- (e) use the Website with the assistance of any automated scripting tool or software;
- (f) act in any way that may damage or adversely affect our reputation, including by linking to the Website from any other website without authorisation; or
- (g) attempt to breach the security of the Website or otherwise interfere with its normal operation, including by:
 - i. gaining unauthorised access to Website accounts or data;
 - ii. scanning, probing, or testing the Website for security vulnerabilities;
 - iii. overloading, flooding, mailbombing, crashing, or submitting viruses to the Website; or
 - iv. instigating or participating in a denial-of-service attack against the Website.

5. INFORMATION ON THE WEBSITE

While we will use our best endeavours to ensure the Website is as up-to-date and accurate as possible, you acknowledge and agree that from time to time, you may encounter the following issues:

- (a) the Website may have errors or defects;
- (b) the Website may not be accessible at times;
- (c) messages sent through the Website may not be delivered promptly, or delivered at all;
- (d) information you receive or supply through the Website may not be secure or confidential; or
- (e) any information provided through the Website may not be accurate or true.

We reserve the right to change any information or functionality on the Website by updating the Website at any time without notice, including product descriptions, prices and other Website Content.

6. INTELLECTUAL PROPERTY

We retain ownership of the Website, and all materials contained on it (including text, graphics, logos, designs, icons, images, sound and video recordings, pricing, downloads, and software) (**'Website Content'**). All intellectual property rights in the Website and Website Content are either owned by us or licensed to us, and all such rights are expressly reserved.

You may make a temporary electronic copy of all or part of the Website solely for the purpose of viewing it. You must not otherwise reproduce, transmit, adapt, distribute, sell, modify, or publish the Website or any Website Content without our prior written consent or as otherwise permitted by law.

7. WARRANTIES AND REPRESENTATION

While we use reasonable efforts to ensure that the Website is accurate and up to date, Goldfields does not warrant or make any representations:

- (a) in relation to the use or the results of the Website or Website Content, as to their correctness, accuracy, reliability, or otherwise; or

- (b) that the Website and Website Content is (or any other website's software, data or files contained in, accessed via or linked or referred to in the site are) free of defects or viruses, trojans, worms or other deleterious data, code or programs; or
- (c) that the Website will be accessible at all times;
- (d) that use of this Website will be compatible with the hardware and software you are using to access it; or
- (e) that messages sent through the Website may delivered promptly, or at all;
- (f) that information transmitted via the Website may be secure or confidential;
- (g) that the functions contained in this Website or third party websites will be uninterrupted or without error, that defects will be corrected, or that electronic material in this Website and other third party websites are free of harmful components.

Goldfields will not be liable for any indirect or consequential losses arising out of a breach of this licence or the Terms or arising out of the supply of a defective program or incorrect materials.

Nothing in this licence is intended to exclude, restrict or modify rights which you may have under the *Competition and Consumer Act 2010* (Cth) or any other legislation which may not be excluded, restricted or modified by agreement.

We reserve the right to amend, update, or remove any information or functionality on the Website at any time without notice, including product descriptions, prices, and other Website Content.

8. INDEMNITY

You agree to indemnify, hold harmless and keep Goldfields and its associates, directors, officers, employees, agents and contractors indemnified fully from any claim, action, demand, loss or damages made or incurred by any third party arising out of, or relating to your conduct, your use of this Website, your breach of provisions this licence or these Terms, or your breach of any rights of third parties.

9. LINKS TO OTHER WEBSITES

The Website may contain links to other websites operated by third parties. We are not responsible for the content of those linked websites and have no control over them. The inclusion of a link on the Website does not imply our endorsement or approval of the linked website or its content.

10. SECURITY

We do not accept responsibility for any loss or damage to computer systems, mobile devices, or other equipment arising in connection with your use of the Website. You are responsible for taking your own precautions to ensure that the process you employ to access the Website does not expose you to risks of viruses, malicious code, or other forms of interference.

11. REPORTING MISUSE

If you become aware of any misuse of the Website, any errors in the material on the Website, or any difficulty in accessing or using the Website, you should contact us immediately using the contact details or online form provided on the Website: [Contact | Goldfields](#)

12. PRIVACY

When you register an account, submit an enquiry, or otherwise engage with us, you may be required to provide personal information. We collect, store, use, and disclose personal information in accordance with our Privacy Policy, available at [Privacy Policy | Goldfields](#).

At the time of collecting your personal information, we will take reasonable steps to bring our privacy collection statement to your attention.

You warrant that any personal information you provide to us about another individual has been collected with that person's consent for disclosure and use in accordance with these Terms and our Privacy Policy.

13. LIABILITY

We make no representations or warranties about the Website or its content and will not be liable to you or any third party for any direct, indirect, or consequential loss arising from or in connection with your use of the Website. To the maximum extent permitted by law, all warranties, guarantees, or representations (whether express or implied) are excluded, and we each release and indemnify the other from any liability arising in connection with your use of the Website or reliance on its content.

14. GENERAL

(a) GOVERNING LAW AND JURISDICTION

These Terms are governed by the laws of Victoria, Australia. Each party submits to the exclusive jurisdiction of the courts of Victoria and any courts of appeal from them and waives any objection to proceedings being brought in those courts on the basis of inconvenient forum.

(b) WAIVER

No right under these Terms will be deemed waived except by written notice signed by the party granting the waiver. A waiver of a breach will not operate as a waiver of any other or subsequent breach.

(c) SEVERANCE

If any provision of these Terms is held to be invalid or unenforceable, that provision will be severed to the extent necessary, and the remaining provisions will continue in full force and effect.

(d) JOINT AND SEVERAL LIABILITY

Any obligation or liability imposed on, or any right conferred upon, two or more persons under these Terms binds or benefits them jointly and severally.

(e) ASSIGNMENT

You must not assign, novate, or otherwise transfer any of your rights or obligations under these Terms without our prior written consent.

(f) ENTIRE AGREEMENT

These Terms constitute the entire agreement between the parties and supersede all prior discussions, negotiations, understandings, or agreements in relation to the subject matter.

(g) INTERPRETATION

- i. (singular and plural) words in the singular includes the plural (and vice versa);
- ii. (gender) words indicating a gender includes the corresponding words of any other gender;
- iii. (defined terms) if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;

- iv. (person) a reference to "person" or "you" includes an individual, the estate of an individual, a corporation, an authority, an association, consortium or joint venture (whether incorporated or unincorporated), a partnership, a trust and any other entity;
- v. (party) a reference to a party includes that party's executors, administrators, successors and permitted assigns, including persons taking by way of novation and, in the case of a trustee, includes any substituted or additional trustee;
- vi. (this agreement) a reference to a party, clause, paragraph, schedule, exhibit, attachment or annexure is a reference to a party, clause, paragraph, schedule, exhibit, attachment or annexure to or of this agreement, and a reference to this agreement includes all schedules, exhibits, attachments and annexures to it;
- vii. (document) a reference to a document (including this agreement) is to that document as varied, novated, ratified or replaced from time to time;
- viii. (headings) headings and words in bold type are for convenience only and do not affect interpretation;
- ix. (includes) the word "includes" and similar words in any form is not a word of limitation;
- x. (adverse interpretation) no provision of this agreement will be interpreted adversely to a party because that party was responsible for the preparation of this agreement or that provision; and
- xi. (currency) a reference to \$, or "dollar", is to Australian currency, unless otherwise agreed in writing.