

Supply of Services Subject to this Agreement

The Customer agrees that the provision of the Services by TITEL House and Land is subject to the terms and conditions set out in this Agreement.

The Customer confirms agreement to these terms and conditions by clicking "OK".

These Terms and Conditions are in addition to the terms of use of the TITEL House and Land Website (the "Website").

1. Interpretation

In this Agreement:

- (a) "TITEL House and Land" means Properties 4 All Pty Ltd (ACN 608 961 762) of trading as "TITEL House and Land";
- (b) "Customer" means any user of the Website, and includes:
 - (i) "Land Owner" being the party offering vacant land for sale on the Website; or
 - (ii) "Builder" being the party offering domestic dwelling construction and design services on the Website; or
 - (iii) "Licensed Real Estate Agent" being the party marketing and selling "House & Land" packages to the general public; or
 - (iv) "Home Buyer" means any purchaser of Land or House, or any combination advertised on the Website
- (c) "Option" means the right, but not the obligation, for any Customer to buy an agreed parcel of land from the Land Owner or domestic dwelling construction and design services from a Builder at a certain time for a certain price;
- (d) "Partner Content" means the information and services provided by the Customers on the Website;
- (e) "Services" means the Services supplied by TITEL House and Land in accordance with this Agreement.

2. Your Acceptance

These are the terms on which TITEL House and Land (referred to as us, our or we) permits users (referred to as Customers, you or your) to:

- (a) access and use its website to obtain the Services;
- (b) view and interact with any content, information, communications, advice, text or other material provided by TITEL House and Land, or any Partner Content; and
- (c) upload Partner Content to the Website and communicating with TITEL House and Land.

You agree to be bound by these Terms by:

- (a) using, browsing or accessing any part of the Website; or
- (b) placing an Option through the Website.

3. Applicability of Terms and Conditions of Sale

Each Option placed by a Customer on the Website shall be governed by these Terms and Conditions of Sale. They shall apply to the exclusion of all other conditions. By placing an Option, you acknowledge that you have read, understood and accepted, without reserve, these Terms and Conditions of Sale.

By using the Website, you also accept and agree to be bound by our Terms of Use and Privacy Policy. TITEL House and Land invites you to read them carefully before using the services provided on the Website.

TITEL House and Land reserves the right, at any time, to modify these Terms and Conditions of Sale by posting a new dated version on the Website. By placing an Option after TITEL House and Land has posted a new version of its General Conditions of Sale, you agree to be bound by that updated version.

4. Registration

When you register on the Website, you must ensure that the mandatory registration information you provide is correct and complete.

You also acknowledge that as a registered user of the Website that it is an ongoing condition of use that you will provide TITEL House and Land with a valid credit card.

Please inform TITEL House and Land about changes of address or other modifications by updating your personal details on the Website without delay.

5. Password

When registering to use the Website, you will be asked to create a password. You must keep this password strictly confidential and not disclose it or share it with anyone.

You are fully responsible for the use of your password and any options placed under it, even without your knowledge.

If you know or suspect that someone else knows or has used your password, you should notify TITEL House and Land immediately.

6. Land Owners

The Land Owners are not subsidiaries or related entities of Properties4All. Properties4All has no responsibility or liability whatsoever in relation to the actions of, or products offered by Land Owners and buyers must review all information provided to them by Land Owners carefully, make their own inquiries and obtain independent advice before contracting with a Land Owner. In particular:

Properties4All makes no representations and gives no warranties about the Land Owner's ability to enter into or perform the Land Contract.

7. Builders

The Builders are not subsidiaries or related entities of Properties4All. Properties4All has no responsibility or liability whatsoever in relation to the actions of, or products offered by Builders and buyers must review all information provided to them by Builders carefully, make their own inquiries and obtain independent advice before engaging a Builder under a Building Contract. In particular:

Properties4All makes no representations and gives no warranties about the Builder's ability to enter into or perform the Building Contract; and

Promotional offers, incentives, bonuses, concessions or any other Builder "extras", whether in cash or in kind, are offered by the Builder alone and Properties4All accepts no liability or responsibility with regard to them. Such offers do not form part of any offer or Land Contract entered into by Properties4All with the buyers. Buyers should make appropriate enquiries with the Builder.

8. Terms of Option

In consideration of the sum of \$500.00 paid by the Customer to TITEL House and Land the Land Owner shall grant to the Customer or his nominee the Option to purchase the property as described on the Website at the price and on the terms and conditions therein contained.

This Option may be exercised at any time within fourteen (14) days by notice in writing to the Land Owner on such terms as determined solely by the Land Owner.

If the Option is not exercised the Option fee is forfeited.

If GST is payable under or in connection with the Option then it shall be paid by the Customer to TITEL House and Land in addition to the consideration payable pursuant to this agreement, subject to the supply of a tax invoice.

The Option fee of \$500.00 (+ GST) is payable to TITEL House and Land on the execution of the Option on the Website by a Customer to:

- (a) purchase land;

- (b) construct a dwelling; or
- (c) purchase a "house & land" package.
(the "Payment")

The Customer becomes liable for the payment on placement of the Option.

TITEL House and Land will debit the Customer's credit card immediately.

9. Price

The advertised prices on the Website are indicative only and is subject to change without notice.

Customers should make appropriate enquiries as to exclusions and variations prior to making any purchase.

The prices shown on the Website do not include stamp duty on a Land Contract or Building Contract, registration fees (including registration fees in relation to the transfer of the land), local government change in ownership fees and any other fees or charges (including legal fees or the costs of other services) incidental to the acquisition of land or a house or the construction of a house. Customers will need to pay these fees and charges separately.

The prices on the Website are correct at the time of publication, but may change as a result of variations in the inclusions or specifications of the house required by the buyer or due to any other circumstances that may affect the price as set out in the Building Contract, or changes in local, state or federal government laws or requirements applicable to the acquisition of land or a house or the construction of a house.

A buyer should make appropriate enquiries with their own advisers prior to placing an option to purchase on the Website.

10. Alterations

Alterations may be required to the advertised design to ensure it complies with any building covenants applying to the land. Buyers are responsible for satisfying themselves as to the compatibility of the house with all applicable building covenants.

11. Images

Descriptions, features and images (including photographs, illustrations and other images) used on the Website and in advertisements intended to be a visual aid only and may show features or inclusions which are not available for all houses.

Properties4All gives no warranty and makes no representation as to the accuracy or sufficiency of any image, description, illustration, photograph or statement contained on the Website or in any advertisement and will not be liable for any loss or damage suffered or incurred by a buyer or any other person who relies upon the information on the Website or in any advertisement except for any liability which cannot be excluded by law.

Customers should make their own enquiries regarding the full specifications for any House and Land Package they are interested in.

12. General

Home Buyers must rely on their own enquiries in relation to the Land Contract and Building Contract relevant to the particular House and Land Package.

These terms and any invoice referencing these conditions govern your use of the Website and the provision of Goods and Services and constitute the whole of the agreement between us and supersede any previous dealings, prior representations, statements and agreements in relation to their subject matter.

These terms may be varied by TITEL House and Land at any time by notice to you or by means of a notice on the website www.titel.com. Clerical errors are subject to correction without notice.

TITEL House and Land may sub-contract or otherwise arrange for another person to perform any part of this agreement or to discharge any of its obligations under this agreement.

TITEL House and Land waives a right under these terms only by written notice that it waives that right. A waiver is limited to the specific instance to which it relates and to the specific purpose for which it is given.

You must pay TITEL House and Land its reasonable costs and expenses incurred by it in connection with these terms including legal expenses (on a solicitor-client basis), and costs incurred in the recovery of monies owing by you to TITEL House and Land or in otherwise enforcing its rights against you under the Contract.

Neither party is liable for any delay or failure to perform its obligations under this agreement (except an obligation to pay money) if such delay or failure is due to any cause outside their reasonable control. If delay or failure to perform its obligations pursuant to this clause occurs, the performance of that party's obligations are suspended. If such a suspension exceeds 30 days, either party may immediately terminate the agreement by notice in writing to the other party.

13. Default

The Customer shall be in default if:

- (a) It fails to meet any of its obligations under this Agreement or breaches any term of this Agreement;
- (b) payment of any invoice raised by TITEL House and Land is not received in full by the due date;
- (c) the Customer, being an individual, is declared bankrupt or commits an act of bankruptcy, enters into an arrangement or composition with its creditors, signs an authority under Part X of the Bankruptcy Act or any execution is levied against his or her property; or
- (d) the Customer, being a corporation, suffers the appointment of a controller, administrator, receiver, receiver and manager, provisional liquidator or liquidator or has winding up proceedings initiated against it or any execution is levied against its property.

In the event of default, TITEL House and Land will be entitled (without the obligation to give any notice to the Customer, and in addition to any other rights it may have) to:

- (a) charge daily interest on all accounts overdue at the rate of 2% higher than the rate fixed from time to time by the Penalty Interest Rates Act 1983 (Vic); plus
- (b) an accounting fee being recovery agent's and actual legal costs incurred by TITEL House and Land in recovering amounts due; plus
- (c) payment for all Services provided by TITEL House and Land to the Customer, the payment of which would otherwise not have been then due and payable; plus
- (d) terminate or suspend supply of the Services; plus
- (e) treat the Customer's default as a repudiation of any existing contract for provision of Goods or Services and recover any unpaid sum plus the compensation referred to in (a) of this clause plus the fee referred to in (b) of this clause from the Customer by way of liquidated damages.

14. Warranty & Exclusion of Warranties

To the extent permitted by law, TITEL House and Land will not be liable to you (whether in contract, tort or otherwise) for any consequential, special, incidental or indirect loss or damage including loss of profit.

To the extent permitted by law, TITEL House and Land limits its liability under any condition or warranty which cannot be legally excluded in relation to the supply of the Goods and Services to:

- (a) resupplying the Goods or Services; or
- (b) the payment of the costs of having the Goods or Services supplied again.

15. Indemnity

You indemnify and must keep TITEL House and Land indemnified against all reasonable damages, losses, costs and expenses suffered by TITEL House and Land arising out of any breach by you of this agreement to the extent not caused or contributed by TITEL House and Land.

16. Confidentiality

Confidential information means all personal information acquired by TITEL House and Land from the Customer.

In consideration of the Customer providing TITEL House and Land with access to confidential information TITEL House and Land agrees to treat the confidential information as subject to a duty of confidence and to only disclose the confidential information as instructed by the Customer or as required by law.

The Customer indemnifies TITEL House and Land against any loss, damage, cost or expense, whatever incurred by the Customer directly or indirectly, as a result of a breach by TITEL House and Land, or other person or corporation receiving the confidential information from TITEL House and Land.

17. GST

The Price excludes GST and any other tax or levy. TITEL House and Land will issue a tax invoice to the Customer and the Customer must reimburse TITEL House and Land for any GST or other tax or levy payable by it on each taxable supply it makes to Customer.

18. Miscellaneous

This Agreement is governed under the law of Victoria and the parties submit to the jurisdiction of the Courts and Tribunals of Victoria.

Any provision of this Agreement which is void, illegal or unenforceable must be read down (if possible) to be valid, legal and enforceable and such provision shall not affect the validity, legality or enforceability of the remaining provisions.

The Customer may not assign or transfer this Agreement to any third party without the consent of TITEL House and Land.

19. Privacy

TITEL House and Land acknowledges that it may access private information of the Customer and will comply with any of its statutory obligations contained in the *Privacy Act 1988* (Cth).
