Website terms of use

Hassall's Litigation and Legal Services Pty Ltd A.C.N. 668 655 856 trading as Hassall's Litigation Services (**Website Owner**) owns and operates this website (**Website**).

The following Website terms of use (**Terms of Use**) govern your access to and use of this Website and the products and services available through this Website (**Goods and Services**).

By using this Website and any related Goods and Services, you are agreeing to all of the Terms of Use, current at the time of your use of the Website.

1 Amendments to the Website Terms of Use

The Website Owner reserves the right to amend these Terms of Use from time to time at its discretion (**Amendments**). Amendments will be effective immediately. Where practicable we will endeavour to notify you of the Amendments to the Terms of Use. Your continued use of the Website following any such Amendment will represent an agreement by you to be bound by the Amendments to the Terms of Use. We suggest you check the Terms of Use regularly to ensure you are aware of the most up to date terms.

2 Website

Access to the Website is permitted on a temporary and limited basis for the purpose of browsing the Website and interacting with the Website Owner. We reserve the right to withdraw or amend the Website and any Good or Services listed on the Website without notice. We will not be liable if for any reason this Website is unavailable at any time or for any period. From time to time, we may restrict access to some parts or all of this Website.

3 Linked Sites

This Website may contain links to other websites (**Linked Sites**), which are not operated by Website Owner. The Website Owner has no control over the Linked Sites and accepts no responsibility for them or for any loss or damage that may arise from your use of the Linked Sites. Your use of the Linked Sites will be subject to the Terms of Use and service contained within each such Linked Sites, if any.

4 Privacy policy

Our privacy policy, which sets out how we will use your information, can be found at [*insert link*]. By using this Website, you consent to the processing described the privacy policy and warrant that all data provided by you is accurate.

5 Prohibitions

(a) Access to the Website is provided to you on the basis that you must not misuse this Website. Accordingly, you will not do any of the following:

(i) commit or encourage a criminal offence;

(ii) transmit or distribute a virus, trojan, worm, logic bomb or any other material which is malicious, technologically harmful, in breach of confidence or in any way offensive or obscene;

(iii) hack into any aspect of the Website; corrupt data; cause annoyance to other users;

(iv) maliciously interrupt the purchase of Goods and Services from the Website;

(v) infringe upon the rights of any other person's proprietary rights;

(vi) send any unsolicited advertising or promotional material (spam); or

(vii) attempt to affect the performance or functionality of any computer facilities of or accessed through this Website.

(b) You acknowledge that breaching this prohibitions clause would constitute a criminal offence and, if breached, the Website Owner will report any such breach to the relevant law enforcement authorities and disclose your identity to them.

(c) The Website Owner will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of this Website or to your downloading of any material posted on it, or on any Linked Sites.

6 Intellectual property, software and content

The intellectual property rights in all software, the Goods and Services and Website content (including photographic images) made available to you on or through this Website remain the property of the Website Owner or its licensors and are protected by copyright laws and treaties around the world. The Website Owner and its licensor (where appropriate) reserve all such rights. You may store, print and display the content supplied solely for your own personal use. You are not permitted to publish, manipulate, distribute or otherwise reproduce, in any format, any of the content or copies of the content supplied to you or which appears on this Website nor may you use any such content in connection with any business or commercial enterprise.

7 Disclaimer of liability

(a) Subject to any non-excludable consumer guarantees and other consumer protection provisions set out in the Australian Consumer Law (**ACL**), the material displayed on this Website is provided without any guarantees, conditions or warranties as to its accuracy.

(b) To the fullest extent permitted by law, the Website Owner hereby expressly excludes all warranties and other terms which might otherwise be implied by statute, common law or the law of equity and must not be liable for any damages whatsoever, including but without limitation to any direct, indirect, special, consequential, punitive or incidental damages, or damages for loss of use, profits, data or other intangibles, damage to goodwill or reputation, or the cost of procurement of substitute Goods and Services, arising out of or related to the use, inability to use, performance or failures of this Website or the Linked Sites and any materials posted on those sites, irrespective of whether such damages were foreseeable or arise in contract, tort, equity, restitution, by statute, at common law or otherwise.

(c) This disclaimer does not affect the Website Owner's liability for death or personal injury arising from its negligence, fraudulent misrepresentation, misrepresentation as to a fundamental matter or any other liability which cannot be excluded or limited under the ACL or other law.

8 Linking to this Website

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists. You must not establish a link from any website that is not owned by you. This Website must not be framed on any other site, nor may you create a link to any part of this Website other than the home page. We reserve the right to withdraw linking permission without notice.

9 Disclaimer as to ownership of trademarks, images of personalities and third party copyright

Except where expressly stated to the contrary all persons (including their names and images), third party trademarks and content, services and/or locations featured on this Website are in no way associated, linked or affiliated with the Website Owner and you should not rely on the existence of such a connection or affiliation. Any trademarks/names featured on this Website are owned by the respective trademark owners. Where a trademark or brand name is referred to it is used solely to describe or identify the products and services and is in no way an assertion that such products or services are endorsed by or connected to the Website Owner.

10 Indemnity

You agree to indemnify, defend and hold harmless the Website Owner, its directors, officers, employees, consultants, agents, and affiliates, from any and all third party claims, liability, damages or costs (including, but not limited to, legal fees) arising from your use of this Website or your breach of the Terms of Use.

11 Variation

The Website Owner must have the right in its absolute discretion at any time and without notice to amend, remove or vary the Goods and Services or any page of this Website.

12 Invalidity

If any part of the Terms of Use is unenforceable (including any provision in which we exclude our liability to you) the enforceability of any other part of the Terms of Use will not be affected and all other clauses remain in full force and effect. So far as possible where any clause/subclause or part of a clause/subclause can be severed to render the remaining part valid, the clause must be interpreted accordingly. Alternatively, you agree that the clause must be rectified and interpreted in such a way that closely resembles the original meaning of the clause/subclause as is permitted by law.

13 Complaints

We operate a complaints handling procedure which we will use to try to resolve disputes when they first arise, please let us know if you have any complaints or comments. Complaints should be sent to admin@hls.net.au .

Dated: 29 July 2024