

# WEBSITE TERMS AND CONDITIONS

## 1. Ownership

The website at 'www.avenuesolutions.com.au' (**Website**) is owned and operated by Avenue Solutions Legal and Business Pty Ltd ABN 99 147 943 977 trading as 'Avenue Solutions' (**Avenue Solutions**).

## 2. Acceptance of Terms and Conditions

Your use of the Website is governed by these terms and conditions (**Terms and Conditions**) and, by accessing and using the Website, you accept the Terms and Conditions as they apply from time to time. The Terms and Conditions may be amended by Avenue Solutions at any time without notice.

## 3. Material

The material contained on the Website (**Material**) is general in nature. Subject to clause 7 of the Terms and Conditions, Avenue Solutions (including without limitation its related entities, officers, contractors and employees) does not accept any liability whatsoever arising from any person or persons relying, whether directly or indirectly, either wholly or partially, on any Material contained in or linked from the Website. The Material is not, nor is it intended to be, a substitute for legal or other professional advice. The Material is provided by Avenue Solutions without an assumption of duty of care.

## 4. Third Party Sites

The Website may contain links to other sites on the World Wide Web which are maintained by independent third parties (**Third Party Sites**). Avenue Solutions does not necessarily sponsor, endorse, or approve of any material on Third Party Sites or the operation of such sites. Avenue Solutions makes no warranties or representations regarding the quality, accuracy, merchantability or fitness for purpose of any material on Third Party Sites.

## 5. No solicitor / client relationship

Neither the provision of the Website by Avenue Solutions or access of the Website by any person or entity, including any feature of the Website, is intended to create, nor does it create, a solicitor / client relationship between Avenue Solutions and the person or entity.

By maintaining the Website, Avenue Solutions is neither advertising legal services nor representing that it holds the authorisations and permissions necessary to provide legal advice in all jurisdictions in which the Website may be accessed.

## **6. Web chat tool and message facility**

Avenue Solutions may from time to time, in its absolute discretion, make available on the Website an interactive chat tool and/or messaging facility through which any person or entity may directly or indirectly engage with Avenue Solutions or its officers, employees, contractors or agents. Without limitation, Avenue Solutions does not undertake to provide any professional services, including but not limited to legal services, via any such interactive chat tool and/or messaging facility, and the access of such facility via the Website by any person or entity is done at their sole risk. Avenue Solutions does not warrant that it will respond to any chat request or message of any person or entity made via the Website.

## **7. Exclusion and limitation of liability**

Subject to any applicable law to the contrary which cannot, by law, be excluded, Avenue Solutions (including without limitation its related entities, officers and employees) does not accept any liability whatsoever arising from any person or persons relying, whether directly or indirectly, either wholly or partially, on any Material contained in or linked from the Website. In the event that liability cannot, by law, be excluded by Avenue Solutions, and to the extent otherwise permitted by law, any liability incurred by Avenue Solutions in relation to the Website is limited to the resupply of the Material or the reasonable cost of having the Material resupplied. Under no circumstances will Avenue Solutions be liable for any incidental, special or consequential damages, including damages for loss of business or other profits arising in relation to the Material.

## **8. Copyright**

Unless otherwise expressly indicated, copyright subsisting in the Material is owned or licensed by Avenue Solutions. Other than for the purposes of, and subject to, the conditions prescribed under the *Copyright Act 1968* (Cth) (or any other applicable legislation throughout the world), or as otherwise provided for in the Terms and Conditions, no part of any Material may in any form or by any means (including electronic, mechanical, microcopying, photocopying or recording) be reproduced, adapted, stored in a retrieval system or transmitted without the prior written

permission of Avenue Solutions or the copyright owner. The copyright owner reserves all other rights.

## 9. E-Commerce

Avenue Solutions may from time to time, in its absolute discretion, make available on the Website an e-commerce function through which any person or entity (**Purchaser**) may purchase goods and/or services offered by Avenue Solutions. All purchases made via the Website must be made using the e-commerce function provided by, or linked from, the Website from time to time and payment must be made by Visa, Mastercard, AMEX or such other cards as Avenue Solutions may accept from time to time. By making a purchase via the Website, the Purchaser enters into a contract with Avenue Solutions for the provision of goods and/or services (**Contract**). The Contract shall be subject to these Terms and Conditions, the Fair Play Policy as available on the Website as at the date of the purchase, and the service agreement which Avenue Solutions shall issue to the Purchaser if costs disclosure is required by the *Legal Profession Act 2004* (Vic) or if Avenue Solutions otherwise determines to issue a service agreement to the Purchaser in respect of the goods and/or services the subject of the purchase.

By making a purchase via the Website, the Purchaser:

- a) warrants to Avenue Solutions that the Purchaser has the capacity and authority to make the purchase and to engage Avenue Solutions to provide the goods and/or services;
- b) expressly acknowledges and accepts that no refund of any amount paid by the Purchaser shall be available if Avenue Solutions has commenced any work as concerns the provision of the goods and/or services the subject of the purchase. If the Purchaser requests a termination of the Contract before Avenue Solutions has undertaken any work as concerns the provision of the goods and/or services the subject of the purchase, Avenue Solutions may, in its absolute discretion, accept termination of the Contract by the Purchaser in which case Avenue Solutions shall refund any monies paid to Avenue Solutions by the Purchaser less an administration charge of AUD\$25 and, upon making such refund payment, Avenue Solutions shall have no further obligation to the Purchaser who shall release and forever discharge Avenue Solutions from any and all liability under the Contract created by the purchase of the Purchaser via the Website; and
- c) expressly acknowledges and accepts that Avenue Solutions may, in its absolute discretion, and before undertaking any work as concerns the provision of the goods and/or services the subject of the purchase, terminate the Contract entered into between the Purchaser and Avenue Solutions, in which case Avenue Solutions shall refund any monies paid to Avenue Solutions by the Purchaser and, upon making such refund payment, Avenue Solutions shall have no further obligation to the Purchaser who shall release and

forever discharge Avenue Solutions from any and all liability under the Contract created by the purchase of the Purchaser via the Website.

## 10. Security

Avenue Solutions shall use its best endeavours to maintain the security of the Website including any e-commerce functions made available via and as part of the Website, but Avenue Solutions does not guarantee the security of the Website or of any data input to and transmitted via the Website. Any and all data input to and transmitted via the Website, including but not limited to credit card information, is done at the sole risk of the person or entity inputting and transmitting the data.

*Liability limited by a scheme approved under Professional Standards Legislation  
Legal practitioners employed by Avenue Solutions Legal and Business Pty Ltd ABN 99 147 943 977 are members of the scheme.*

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