

## TERMS AND CONDITIONS

These Terms and Conditions ("**Terms**") govern your use of our website located at [www.centralcoastcarmarket.com.au](http://www.centralcoastcarmarket.com.au) ("**Site**"), as well as your use of the associated car markets. These Terms form a binding contractual agreement between you (the user of the Site and the Car Markets), and us (Central Coast Car Market Pty Ltd ACN 617 678 145).

### OPERATIVE PART

#### 1. Licence to Use Site

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- 1.1 We grant you a non-exclusive, worldwide, non-transferable licence to use the Site in accordance with the terms and conditions set out in these Terms.
- 1.2 You may access and use the Site (including any incidental copying that occurs as part of that use) in the normal manner and may also print one copy of any page within the Site for your own personal, non-commercial use.
- 1.3 You must not add any content to the Site:
  - (a) unless you hold all necessary rights, licences and consents to do so;
  - (b) that would cause you or us to breach any law, regulation, rule, code or other legal obligation;
  - (c) that is or could reasonably be considered to be misleading or deceptive;
  - (d) that is or could reasonably be considered to be obscene, inappropriate, defamatory, disparaging, indecent, seditious, offensive, pornographic, threatening, abusive, liable to incite racial hatred, discriminatory, blasphemous, in breach of confidence or in breach of privacy;
  - (e) that would bring us, or the Site, into disrepute; or
  - (f) that infringes the intellectual property or other rights of any person.
- 1.4 The Site contains links to other websites as well as content added by people other than us. We do not endorse, sponsor or approve any such user generated content or any content available on any linked website.
- 1.5 You acknowledge and agree that:
  - (a) we retain complete editorial control over the Site and may alter, amend or cease the operation of the Site at any time in our sole discretion; and
  - (b) the Site will not operate on a continuous basis, and may be unavailable from time to time (including for maintenance purposes).

#### 2. Using Site as Seller

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- 2.1 If you advertise the sale of a vehicle through the Site and the associated car market, you acknowledge and agree that the following applies:

- (a) you must only advertise the sale of registered and insured vehicles;
- (b) you must comply with any policies or procedures as determined by us from time to time, in exchange for our agreement that any such policies or procedures will be reasonably necessary to ensure the Site and the car markets operate in the best possible manner;
- (c) you must provide us with any information reasonably required by us from time to time;
- (d) you must pay the advertising fee, as determined by us from time to time, as a precondition for selling your vehicle through the Site;
- (e) the payment of the advertising fee allows you to place an advertisement on the Site until the Vehicle is sold or until you decide to remove your advertisement;
- (f) the payment of the advertising fee does not allow you to park and display your vehicle at the bi-monthly car markets operated by us, which are located at 6 Reliance Drive, Tuggerah NSW 2259 or such other location as determined by us from time to time, as this is governed by a separate fee and agreement;
- (g) we reserve the right to cancel the car markets at our discretion, including but not limited to in circumstances where there are severe weather conditions or other risks to safety.

### **3. Intellectual Property**

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- 3.1 Nothing in these Terms constitutes a transfer of any intellectual property rights. You acknowledge and agree that, as between you and us, we own all intellectual property rights in the Site.
- 3.2 By posting or adding any content onto the Site, you grant us a perpetual, non-exclusive, royalty-free, irrevocable, worldwide and transferable right and licence to use that content in any way (including, without limitation, by reproducing, changing, and communicating the content to the public) and permit us to authorise any other person to do the same thing.
- 3.3 You consent to any act or omission which would otherwise constitute an infringement of your moral rights, and if you add any content in which any third party has moral rights, you must also ensure that the third party also consents in the same manner.
- 3.4 The licence in clause 3.3 will survive any termination of these Terms.
- 3.5 You represent and warrant to us that you have all necessary rights to grant the licences and consents set out in clauses 3.2 and 3.3.

### **4. Warranties**

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- 4.1 We do not warrant, represent, authorise or endorse the reliability, accuracy or completeness of any material published on the Site, whether by us or any users of the Site, or published on any website that links from the Site, including but not limited to third party display advertisements.
- 4.2 We do not provide any warranty in relation to any goods or services advertised for sale on the Site, and you acknowledge and agree that you must make your own enquiries with the

sellers of any goods or services advertised on the Site. You are responsible for assessing the accuracy of the materials published on the Site and you acknowledge and agree that you rely on it at your own risk.

- 4.3 You represent and warrant to us that:
- (a) you have the legal capacity to enter these Terms; and
  - (b) you have complied with clause 1.3.

## **5. Liability**

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- 5.1 To the full extent permitted by law, we exclude all liability in respect of loss of data, interruption of business or any consequential or incidental damages.
- 5.2 To the full extent permitted by law, we exclude all representations, warranties or terms (whether express or implied) other than those expressly set out in these Terms.
- 5.3 These Terms are to be read subject to any legislation, including the Australian Consumer Law, which prohibits or restricts the exclusion, restriction or modification of any implied warranties, conditions, guarantees or obligations. If such legislation applies, to the extent possible, we limit our liability in respect of any claim to, at our option:
- (a) in the case of goods:
    - (i) the replacement of the goods or the supply of equivalent goods;
    - (ii) the repair of the goods;
    - (iii) the payment of the cost of replacing the goods or of acquiring equivalent goods; or
    - (iv) the payment of having the goods repaired, and
  - (b) in the case of services:
    - (i) the supply of the services again; or
    - (ii) the payment of the cost of having the services supplied again.
- 5.4 To the fullest extent permitted by law, you agree to indemnify us against any liability, loss, claim or demand if we (or any of our officers, representatives, employees or agents) suffer any loss or damage or incurs any cost in connection with a breach by you (or any of your officers, representatives, employees or agents) of these Terms.

## **6. Termination**

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- 6.1 These Terms terminate automatically if, for any reason, we cease to operate the Site.
- 6.2 We may otherwise terminate these Terms immediately, on notice to you, if you have breached these Terms in any way. Upon termination in these circumstances, we will remove your access to the Site, including any registered membership, and remove any advertisements that you have placed on the Site.

## 7. General

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- 7.1 In the event that we make any changes to these Terms (other than minor changes such as typographical corrections or clarification of wording), we will provide you with thirty (30) days' notice of the new Terms. If you do not agree with the new Terms, you must terminate your use of the Site and the associated car markets within those thirty (30) days.
- 7.2 You must not assign, sub-licence or otherwise deal in any other way with any of your rights under these Terms.
- 7.3 If a provision of these Terms are invalid or unenforceable it is to be read down or severed to the extent necessary without affecting the validity or enforceability of the remaining provisions.
- 7.4 Each party must at its own expense do everything reasonably necessary to give full effect to these Terms and the events contemplated by it.
- 7.5 These Terms governed by the laws of New South Wales and each party submits to the jurisdiction of the courts of New South Wales.
- 7.6 Unless the context requires otherwise, the following rules of interpretation apply in these Terms:
- (a) A reference to a person includes a reference to that person's Executors, Administrators, Successors, Substitute and permitted Assigns.
  - (b) All obligations and entitlements accepted and given in this Agreement are joint and several.
  - (c) The word "claim" includes any complaint, action, suit, cause of action, arbitration, demand, verdict, judgment, both at law or in equity or arising out of the provisions of any statute.
  - (d) The words "in writing" include any mode of representing and reproducing words in tangible and permanently visible form and includes e-mail and facsimile transmissions.
  - (e) Headings are for ease of reference only and do not form any part of this Agreement.
  - (f) A grammatical form of a defined word or expression has a corresponding meaning to the term or expression.
  - (g) If any day appointed or specified in these Terms for the payment of money or fulfilling of an obligation falls on a day which is not a business day, the day appointed or specified is deemed to be the next business day.
  - (h) Any approval, determination, consent or nomination to be given by a party under these Terms must be in writing and signed so as to be binding on that party.