

Website terms and conditions

Effective October 2021

In these terms and conditions, 'us' 'we' or 'our' means Sunmar Pty Ltd (ACN 086 041 483) trading as Lawrie's Boat Services and includes each of our related bodies corporate from time to time.

By using our website you accept these terms and conditions

By accessing this website, you agree to be bound by these terms and conditions (**these terms**). If you do not accept these terms, you must not use this website.

These terms must be read in conjunction with any other applicable terms and conditions governing the use of this website.

We may make changes to these terms

We may change these terms from time to time by publishing changes to them on our website.

By using our website, you confirm you accept these terms and you agree to comply with them. If you do not agree to these terms, you must not use our website.

We may make changes to our website

We may update and change our website from time to time to reflect changes to our goods, our users' needs and our business priorities or for any other reason.

We may suspend or withdraw our website

Our website is made available free of charge. We do not guarantee our website, or any content on it, will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of our website for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal.

You are also responsible for ensuring all persons who access our website through your internet connection are aware of these terms and other applicable terms and conditions, and their compliance with these terms.

Eligibility to use our website

Our website is directed to users who are at least 18 years old and are residing in and using this website within Australia. We do not represent content available on or through our website is appropriate for use or available in other locations. If you access our website from outside Australia, you do at your risk and you are responsible for compliance with laws applicable to your accessing the website from your location.

How you may use material on our website

We are the owner or the licensee of all intellectual property rights in our website, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

You may print off one copy, and may download extracts, of any page(s) from our website for your personal use and you may draw the attention of others to content posted on our website.

You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

Our status (and of any identified contributors) as the authors of content on our website must always be acknowledged.

You must not use any part of the content on our website for commercial purposes without obtaining a licence to do so from us or our licensors.

If you print off, copy or download any part of our website in breach of these terms, your right to use our website will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

If we provide social media features such as the ability to share content, you may take such actions as are enabled by such features.

You must not delete or alter any copyright, trade mark or other proprietary rights notices from copies of materials from this website.

Do not rely on information on this website

Whilst every care is taken, this website is provided on an "as is", and "as available", basis, and we make no representations or warranties, express or implied, regarding the operation or availability of the website.

The content on our website is provided for general information only. It is not intended to amount to advice on which you should rely.

Although we make reasonable efforts to update the information on our website, we make no representations, warranties or guarantees, whether express or implied, the content on our website is accurate, complete or up-to-date.

Third party sites

Where our website contains links to other sites (including banner advertisements and sponsored links) and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them. We have no control over the contents of those sites or resources, and you access third party websites entirely at your own risk and subject to the terms and conditions of use for those websites.

Limitation of liability

In no event will we, our affiliates or their licensors, service providers, employees, agents, officers or directors be liable for damages of any kind, under any legal theory, arising out of or in connection with your use, or inability to use, our website, any websites linked to it, any content on our website or such other websites or any services or items obtained through our website or such other websites, including any direct, indirect, special, incidental, consequential or punitive damages, including but not limited to, personal injury, pain and suffering, emotional distress, loss of revenue, loss of profits, loss of business or anticipated savings, loss of use, loss of goodwill, loss of data, and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable.

Nothing in this the preceding paragraph affects any liability which cannot be excluded or limited under applicable law. We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation. Where our liability cannot be excluded, we limit our liability to the fullest extent permitted by the Australian Consumer Law.

You agree to defend, indemnify and hold us, our affiliates, licensors and service providers, and each of their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors and assigns, harmless from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these terms or your use of the website, including, but not limited to, your User Contributions (if any), your use of any information obtained from the website and any use of the website's content, services and goods other than as expressly authorised in these terms.

You acknowledge and agree different limitations and exclusions of liability will apply to liability arising as a result of your access to our premises the supply of any goods or services to you, which will be set out in our terms of access and terms of vessel storage and associated services.

We are not responsible for viruses

To the extent permitted by law, we do not guarantee our website will be secure or free from bugs or viruses.

You are responsible for configuring your technology to access our website. You should use your own virus protection software.

Rules about linking to our website

You may link to our home page, provided you do so in a way is fair and legal and does not damage our reputation or take advantage of it. The website in which you are linking must comply in all respects with the content standards set out in these terms.

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.

Our website must not be framed on any other website, nor may you create a link to any part of our website other than the home page.

We reserve the right to withdraw linking permission without notice.

If you wish to link to or make any use of content on our website other than as set out above, please contact us via: <https://lawriesboatservices.com.au/contact-us/>.

Governing law

These terms, their subject matter and their formation, are governed by the laws of Queensland, Australia. You and we both agree the courts in Queensland, Australia will have non-exclusive jurisdiction in respect of your use of our website and these terms.

Our trade marks

"LAWRIE'S BOAT SERVICES" and all related names, logos, product and service names, designs and slogans are our trademarks or the trademarks of our affiliates or licensors. You must not use such marks without our prior written permission unless they are part of material you are using as permitted under these terms. Other names, logos, product and service names, designs and slogans on this website are the trademarks of their respective owners and are used by us under licence.

Prohibited uses

You may use the website only for lawful purposes and in accordance with these terms. You agree not to use the website:

- (a) in any way that violates any applicable commonwealth, state, local or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from other countries);
- (b) for the purpose of exploiting, harming or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information or otherwise;
- (c) to send, knowingly receive, upload, download, use or re-use any material which does not comply with the content standards set out in clause 12 of these terms;
- (d) to transmit, or procure the sending of, any advertising or promotional material without our prior written consent, including any "junk mail", "chain letter", or "spam", or any other similar solicitation;
- (e) to impersonate or attempt to impersonate us, any of our employees, another user or any other person or entity (including, without limitation, by using email addresses or screen names associated with any of the foregoing); or
- (f) to engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the website, or which, as determined by us, may harm us or users of the website or expose them to liability.

Additionally, you agree not to:

- (a) use the website in any manner that could disable, overburden, damage, or impair the website or interfere with any other party's use of the website, including their ability to engage in real time activities through the website;
- (b) use any robot, spider or other automatic device, process or means to access the website for any purpose, including monitoring or copying any of the material on the website;
- (c) use any manual process to monitor or copy any of the material on the website or for any other unauthorised purpose without our prior written consent;
- (d) use any device, software or routine that interferes with the proper working of the website;
- (e) introduce any viruses, trojan horses, worms, logic bombs or other material which is malicious or technologically harmful;
- (f) attempt to gain unauthorised access to, interfere with, damage or disrupt any parts of the website, the server on which the website is stored, or any server, computer or database connected to the website;
- (g) attack the website via a denial-of-service attack or a distributed denial-of-service attack; or
- (h) otherwise attempt to interfere with the proper working of the website.

We may report any of the activities above to the relevant law enforcement authorities and we will cooperate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our website will cease immediately.

Online induction

All online induction through our website or other transactions supply of vessel storage or associated services formed through the website or as a result of visits made by you shall be governed by separate terms and conditions, which are incorporated into these terms. To the extent of any inconsistency, such additional terms shall prevail.

Other terms and conditions

Additional terms and conditions may also apply to specific portions, services or features of the website. All such additional terms and conditions are incorporated by this reference into these terms.