

Terms of Service

laudersred.com.au

1 July 2026

1. Introduction and Acceptance of Terms

Welcome to Lauders Red ("Lauders Red", "we", "us", or "our"). These terms and conditions of use, and agreement to terms and conditions of us apply to Nicholas Lauder Pty Ltd (Lauders Red) website, located at www.laudersred.com.au (the "Website") and provide real estate sales and marketing services in Victoria, Australia.

This site is the property of Nicholas Lauder Pty Ltd (ABN 98 093 574 273).

By accessing or using our Website, you agree to be bound by these Terms of Service ("Terms"). If you do not agree to these Terms, please do not use our Website or services. These Terms apply to all visitors, users, prospective purchasers, and any other persons who access or use our Website.

These Terms are governed by the laws of Victoria, Australia, and applicable Commonwealth legislation including the Australian Consumer Law (ACL) contained in Schedule 2 of the Competition and Consumer Act 2010 (Cth).

2. About Lauders Red and Our Services

Lauders Red is a real estate agency licensed in Victoria, Australia. Our services include, but are not limited to:

- The sale and marketing of vacant land
- House and land packages
- Established residential homes
- Property listings and associated marketing materials
- Property information, suburb profiles, and market commentary
- Connecting prospective purchasers with property developers and vendors
- Property management

Lauders Red operates in accordance with the Estate Agents Act 1980 (Vic), the Sale of Land Act 1962 (Vic), and all applicable regulations administered by Consumer Affairs Victoria.

3. Eligibility

By using our Website, you represent and warrant that:

- You are at least 18 years of age
- You are using our Website for lawful purposes only
- Any information you provide to us is accurate, complete, and current

4. Permitted Use of the Website

You may use our Website for lawful, personal, and non-commercial purposes to browse property listings, access property information, and contact our team. You must not:

- Use the Website in any way that violates any applicable Commonwealth, state, or local laws or regulations
- Copy, reproduce, distribute, or commercially exploit any content without our prior written consent
- Use automated tools, bots, scrapers, or crawlers to extract data from the Website
- Introduce viruses, trojans, worms, or other malicious software
- Attempt to gain unauthorised access to any part of the Website or its related systems
- Use the Website to transmit unsolicited commercial communications (spam)
- Impersonate any person or entity, or misrepresent your affiliation with any person or entity
- Engage in conduct that is offensive, harassing, defamatory, or harmful to others

5. Property Listings and Information

5.1 Nature of Information

Property listings, prices, availability, dimensions, plans, renders, and descriptions on this Website are provided for general informational and marketing purposes only. They do not constitute an offer, contract, or guarantee of availability.

5.2 Accuracy of Listings

While Lauders Red endeavours to ensure that all listing information is accurate and up to date, we do not warrant or guarantee the accuracy, completeness, currency, or fitness for purpose of any listing information. Property details including prices, availability, and specifications may change without notice.

5.3 Renders and Illustrations

Artist impressions, renders, and computer-generated images of properties, homes, or developments are indicative only. Actual properties, finishes, landscaping, surrounding areas, and streetscapes may differ materially from those depicted. Such images do not form part of any contract.

5.4 Land and House & Land Packages

For land subdivisions and house and land packages, lot sizes, building dimensions, and boundaries shown are indicative and subject to survey, titling, and registration. Lot availability and pricing are subject to change. Purchasers should refer to the registered plan of subdivision and seek independent legal advice prior to purchase.

5.5 Independent Advice

We strongly encourage you to conduct your own due diligence and obtain independent legal, financial, planning, and building advice before making any property purchasing decision. Nothing on this Website constitutes financial, legal, or investment advice.

6. No Contractual Offer

Nothing on this Website constitutes an offer capable of acceptance, a representation that any property is available for sale, or an agreement to sell. All properties are subject to availability and prior sale. Any sale of property is subject to the execution of a formal contract of sale in accordance with Victorian law, including compliance with the requirements of the Sale of Land Act 1962 (Vic).

7. Enquiries, Registrations, and Communications

When you submit an enquiry, register your interest, or otherwise contact us through the Website, you agree that:

- The information you provide is accurate and truthful
- You consent to being contacted by Lauders Red (or its agents and partners) by telephone, email, or SMS regarding properties and services that may be of interest to you
- You understand that registering interest does not create any priority, option, or contractual right to purchase any property

You may withdraw your consent to marketing communications at any time by contacting us at the details below or by unsubscribing using the link in any marketing email we send.

8. Privacy and Personal Information

Lauders Red collects, uses, and discloses your personal information in accordance with the Privacy Act 1988 (Cth), the Australian Privacy Principles (APPs), and our Privacy Policy.

By using this Website and providing us with your personal information, you consent to us collecting, using, and disclosing your information in accordance with our Privacy Policy. This may include disclosing your information to property developers, vendors, financiers, and third-party service providers where relevant to your enquiry.

9. Intellectual Property

All content on this Website, including but not limited to text, photographs, renders, logos, graphics, branding, property listings, floor plans, and software, is owned by or licensed to Lauders Red and is protected by Australian and international intellectual property laws.

You may print or download content from this Website for your own personal, non-commercial use only. You must not reproduce, republish, distribute, display, transmit, modify, or create derivative works from any content without our express prior written consent.

The Lauders Red name, logo, and branding are trade marks of Nicholas Lauder Pty Ltd trading as Lauders Red. Nothing on this Website grants you any licence or right to use our trade marks.

10. Third-Party Links and Content

Our Website may contain links to third-party websites, including property portals, mapping services, mortgage calculators, and other resources. These links are provided for your convenience only. Lauders Red does not endorse, control, or take responsibility for the content, privacy practices, or availability of any third-party website. Your use of any linked website is at your own risk.

11. Disclaimer of Warranties

To the maximum extent permitted by law, Lauders Red provides this Website and all content on an "as is" and "as available" basis without warranty of any kind, express or implied. We do not warrant that:

- The Website will be uninterrupted, error-free, or free from viruses or other harmful components
- Any information on the Website is accurate, complete, current, or reliable
- The Website will meet your requirements or expectations

Nothing in these Terms excludes, restricts, or modifies any right or remedy, or any guarantee, warranty, or other term or condition implied or imposed by the Australian Consumer Law that cannot lawfully be excluded or limited.

12. Limitation of Liability

To the maximum extent permitted by law, Lauders Red and its directors, employees, agents, and contractors will not be liable to you for any loss or damage of any kind (including indirect, incidental, special, consequential, or punitive damages, or loss of profits, revenue, data, or goodwill) arising out of or in connection with:

- Your use of or inability to use this Website
- Any reliance placed on information contained on this Website
- Errors, omissions, or inaccuracies in property listings or descriptions
- Any transaction or relationship between you and any third party
- Unauthorised access to or alteration of your personal information

Where any law implies a warranty or guarantee that cannot be excluded, our liability is limited, to the extent permitted by law, to resupplying the relevant service or paying the cost of having the service resupplied.

13. Indemnity

You agree to indemnify, defend, and hold harmless Lauders Red and its officers, directors, employees, agents, and contractors from and against any claims, liabilities, damages, losses, and expenses (including legal fees on a solicitor-client basis) arising out of or in any way connected with your use of the Website, your violation of these Terms, or your violation of any rights of any other person.

14. Regulatory Compliance — Victorian Real Estate Law

Lauders Red operates in compliance with all applicable Victorian and Commonwealth legislation governing real estate agency practice. This includes:

- Estate Agents Act 1980 (Vic)
- Sale of Land Act 1962 (Vic) - including vendor statement (Section 32) requirements
- Residential Tenancies Act 1997 (Vic) (where applicable)
- Competition and Consumer Act 2010 (Cth) and Australian Consumer Law
- Subdivision Act 1988 (Vic) (for land and house & land packages)
- Planning and Environment Act 1987 (Vic)
- Owner's Corporation Act 2006 (Vic)

Any sale of property arranged through Lauders Red will be conducted in accordance with these laws. Prospective purchasers of residential property in Victoria are entitled to receive a Vendor's Statement (Section 32 Statement) before signing any contract of sale. We encourage all purchasers to read the Section 32 Statement carefully and seek independent legal advice before proceeding.

15. Anti-Money Laundering and Counter-Terrorism Financing

Lauders Red complies with the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth) and associated rules. We are required to verify the identity of parties to real estate

transactions and may be required to report certain transactions to AUSTRAC. By engaging with Lauders Red in relation to a property transaction, you agree to provide such identification and information as we may request to satisfy our compliance obligations.

16. Changes to These Terms

Lauders Red reserves the right to modify these Terms at any time. Changes will be effective immediately upon posting to the Website. We will update the "Effective Date" and "Last Reviewed" date at the top of these Terms when changes are made. Your continued use of the Website after any changes constitutes your acceptance of the updated Terms. We encourage you to review these Terms periodically.

17. Suspension and Termination of Access

Lauders Red reserves the right to suspend or terminate your access to the Website at any time, without notice, for any breach of these Terms or for any other reason we deem appropriate. Termination of access does not affect any accrued rights or liabilities of either party.

18. Governing Law and Dispute Resolution

These Terms are governed by and construed in accordance with the laws of Victoria, Australia. Both parties submit to the non-exclusive jurisdiction of the courts of Victoria and any courts entitled to hear appeals from those courts.

In the event of a dispute, we encourage you to first contact us directly to seek resolution. If a dispute cannot be resolved by negotiation, either party may refer the matter to mediation or seek the assistance of Consumer Affairs Victoria before commencing legal proceedings.

19. Severability

If any provision of these Terms is found to be invalid, illegal, or unenforceable under any applicable law, that provision shall be deemed modified to the minimum extent necessary to make it enforceable, or severed from these Terms if modification is not possible. The remaining provisions shall continue in full force and effect.

20. Entire Agreement

These Terms, together with our Privacy Policy and any other documents incorporated by reference, constitute the entire agreement between you and Lauders Red with respect to your use of the Website and supersede all prior and contemporaneous agreements, representations, and understandings.

21. Contact Us

If you have any questions, concerns, or complaints regarding these Terms or our Website, please contact us:

Lauders Red

Website: www.laudersred.com.au

Email: info@laudersred.com.au

Phone: +613 9639 4705

For real estate licensing enquiries or complaints, you may also contact Consumer Affairs Victoria:

Website: www.consumer.vic.gov.au

Phone: 1300 55 81 81

This document was prepared for general informational purposes and does not constitute legal advice. Lauders Red recommends you seek independent legal advice for your specific circumstances.