

Urban Development Institute of Australia (Victoria) Website Terms of Use

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Welcome to <https://udiavic.com.au/> (**Site**). The Site is owned and operated by Urban Development Institute of Australia (Victoria) ACN 005 125 280 of Level 1, 55 Collins Street, Melbourne, VIC 3000 (collectively, **us, we** or **UDIA Victoria**). The term '**you**' and '**your**' refers to the person browsing, accessing or using the Site or our Services (as those terms are defined below), or the company or organisation on whose behalf that person accesses the Site or our Services.

These UDIA Victoria Site terms and conditions (**Terms of Use**) are deemed to incorporate this Site's privacy policy which explains how UDIA Victoria collects, uses and discloses information that pertains to your privacy found at <https://udiavic.com.au/privacy-policy/> (**Privacy Policy**) and should be read together with these Terms of Use. The provisions of the Privacy Policy apply as if set out in full in these Terms of Use.

Please read the following Terms of Use carefully before using the Site.

1. Acceptance of these Terms of Use

- 1.1 These Terms of Use, including our Privacy Policy, govern your access to and use of this Site, including any Site Content (as defined below) and services provided through or in connection with this Site (Services).
- 1.2 By browsing, accessing or using the Site or by using the Services provided through the Site or by transacting through or on it, you acknowledge that you have read, understood and agree to be bound by these Terms of Use and any additional terms and conditions notified to you from time to time. If you are under 18 years of age, then you must obtain your parent or guardian's consent before accessing or using the Site or using the Services provided through the Site.
- 1.3 These Terms of Use form a legally binding agreement between UDIA Victoria and you. If you do not agree to these Terms of Use, you must immediately exit and not access or use this Site or the Services.

2. Use of the Site

- 2.1 The Site is for your personal, non-commercial use only. Subject to these Terms of Use, any person may access or browse some of the Site anonymously via the internet and without registering with or disclosing any personally identifying information to us (**Users**).
- 2.2 As a User, you are able to receive information and email communications from us.
- 2.3 The information you provide to us when you create an account is captured by us and will be used by us in accordance with these Terms of Use and our Privacy Policy.
- 2.4 We will collect, hold, use and disclose all personal information you provide to us when you send us an enquiry in accordance with the "Privacy" section of these Terms of Use below and our Privacy Policy.

3. Privacy and security

- 3.1 If you sign-up to receive emails and/or newsletters regarding our Services or fill in a 'contact us' form, we will need to collect your personal information. Personal information requested by us will depend on the Services you use via our Sites and may include, but is not necessarily limited to:
 - 3.1.1 your first name and last name;

- 3.1.2 your email address;
- 3.1.3 phone number;
- 3.1.4 type of enquiry; and
- 3.1.5 company you work for and your position in that company.
- 3.2 The collection, use, disclosure and handling of personal information is governed by our Privacy Policy <https://udiavic.com.au/privacy-policy/> together with other terms such as any privacy collection notice we may provide to you.
- 3.3 You confirm that all of the information you provide to us, including any personal information, will be complete, true and correct.
- 3.4 You acknowledge that the internet is an inherently insecure communication medium, and your use of the Site is at your own cost and risk. You must take your own precautions to ensure that the processes which you employ for accessing the Site do not expose you to the risk of viruses, malicious computer code or other forms of interference which may damage your own computer system.
- 3.5 You agree that we, our officers, employees, contractors and agents have no responsibility for any use, misuse, loss, corruption, interception or delay of information or data uploaded, downloaded, hosted or otherwise communicated via the Site, except to the extent it arises from fraud, negligence or default by us, our officers, employees, contractors or agents.

4. Cookies

By using our Site, you acknowledge and agree that we may use cookies or other similar tracking technologies on our Site to help us track your Site usage and remember your preferences. More information about how UDIA uses cookies and how you can enable or disable cookies can be found in our Privacy Policy <https://udiavic.com.au/privacy-policy/>.

5. Prohibited activities

- 5.1 As a User of this Site, you must not:
 - 5.1.1 infringe any intellectual property right (including copyright, database right or trade mark right) of any person or be in breach of any legal duty owed to any person, such as a contractual duty or a duty of confidence;
 - 5.1.2 subject to clause 6.1.4, reproduce, republish, retransmit, modify, adapt, distribute or translate any Site Content (as defined below) without our express written permission, which we will not unreasonably withhold;
 - 5.1.3 seek reimbursement from any other party for access to this Site or on-sell any information obtained from this Site;
 - 5.1.4 mislead or deceive or be likely to mislead or deceive use or any person, impersonate any other person while using this Site, conduct yourself in an offensive manner while using this Site, or use this Site for any illegal, immoral or harmful purpose;
 - 5.1.5 violate any of these Terms of Use or any other conditions posed by us or any applicable law;
 - 5.1.6 submit, post, upload, email or otherwise send or transmit to this Site, or any User anything that contains software viruses or any other computer code, files or programs designed to interrupt, harm, damage, destroy or limit the functionality of any computer software or hardware or equipment linked directly or indirectly to this Site;

- 5.1.7 interfere with, disrupt or create an undue burden on this Site or the servers or networks underlying or connected to this Site or violate any of the procedures, policies or regulations of this Site or any networks connected to this Site;
- 5.1.8 access, retrieve, scrape, or index this Site or any Site Content using an automated device, software, process or other means;
- 5.1.9 use or index any content or data on this Site for the purposes of:
 - a) constructing or populating a searchable database of properties or other information;
 - b) building a database of property information; or
 - c) competing with us in any matter that we have not specifically authorised in writing;
- 5.1.10 transmit (or authorise the transmission of) spam, junk mail, chain letters, unsolicited emails, contests, surveys, or other mass messaging, whether commercial in nature or not; or
- 5.1.11 interfere or attempt to interfere with this Site or networks underlying or connected to this Site or violate any of the procedures, policies or regulations of a Site or any networks connected to this Site.
- 5.2 You must not, or must not otherwise authorise any other person to, link to this Site from any other third party website, without our express written permission (which we may grant or withhold at our absolute discretion).

6. Proprietary rights

6.1 Site Content

- 6.1.1 The entire contents and design subsisting in, relating to or arising out of this Site and available through or in connection with this Site including, but not limited to copyright, logos, trade marks, designs, text, graphics, images, information, resources, applications and other files, and their selection and arrangement (Site Content), are the proprietary property of UDIA Victoria, our content providers or our licensors with all rights reserved.
- 6.1.2 You must not do anything, or omit to do anything, which may infringe our intellectual property rights except where expressly authorised in these Terms of Use. You must not reproduce, frame, transmit (including broadcast), adapt, link to or otherwise use any of the Site Content, including audio and video excerpts, except as expressly permitted by statute or with UDIA Victoria's prior written consent.
- 6.1.3 No Site Content may be modified, copied, distributed, communicated, framed, reproduced, republished, downloaded, displayed, posted, transmitted, sold, assigned, duplicated, licensed in any form or by any means, in whole or in part, without our prior written consent, which we may grant or withhold at our absolute discretion. In addition, you agree not to use any data mining, robots, or similar data gathering and extraction methods in connection with the Site.
- 6.1.4 Provided that you are eligible to use the Site, that you keep all copyright or other proprietary notices intact and you do not modify the Site Content in any way, you are granted a non-exclusive, non-transferable, non-sublicensable, limited licence to access and use the Site and the Site Content and to download or print a copy of any portion of the Site Content to which you have properly gained access solely for your personal, non-commercial use. This licence is revocable at any time without notice and with or without cause.

- 6.1.5 Any use of the Site or the Site Content other than as specifically authorised, without our prior written permission which we will not unreasonably withhold, is prohibited and will terminate the licence granted.

6.2 Notifying us of infringement

- 6.2.1 If you think that a Site has been accessed or used by a person in breach of these Terms of Use, please email info@udiavic.com.au. We will consider whether there are grounds for taking any action, but you will not necessarily be contacted in relation to our decision.
- 6.2.2 In particular, if you wish to send us a copyright infringement notification, you will need to identify the particular Site Content that you believes infringes your copyright, identify each copyright protected work in which you own or license the rights and why you believe have been infringed, indent fit how each copyright protected work has been or is being infringed and include your contact information. You will need to sign such notice and send this to info@udiavic.com.au.

7. Linked Websites

- 7.1 This Site may contain, advertise or make available links to other websites (Linked Websites), including:
- a) links to third party resources;
 - b) our industry, education, marketing and research partners;
 - c) our sponsors;
 - d) other state divisions of the Urban Development Institute of Australia; and
 - e) UDIA Victoria's LinkedIn page, Instagram, YouTube, X and other social media accounts.
- 7.2 Linked Websites are provided on the Site for convenience only. By clicking on a Linked Website, you will leave the Site. UDIA Victoria does not control and is not responsible for the content or privacy practices associated with Linked Websites. You should review the terms and conditions and privacy policy of every internet site you access or use.
- 7.3 UDIA Victoria does not:
- a) make any warranties that resources from Linked Websites are free of infection by computer viruses or other communication; and
 - b) accept any liability for your use of those Linked Websites (e.g. an interference with or damage to your computer, software or your data).
- 7.4 Unless otherwise notified on a Linked Website, Linked Websites are not reviewed, controlled or examined by us in any way. Links on the Site to linked web sites should not be construed as an endorsement, approval or recommendation by us of the owners or operators of those Linked Websites, or of any information, graphics, materials, products or services referred to or contained on those linked web sites, unless and to the extent stipulated to the contrary. If you decide to visit any Linked Websites, you do so at your own risk and it is your responsibility to take all protective measures to guard against viruses or other destructive elements.
- 7.5 Where the information made available on this Site contains opinions or judgements of third parties:
- a) you acknowledge that any opinions, advice, information or content by third parties remain the responsibility of those third parties and we do not guarantee the accuracy, completeness or usefulness of that content or its fitness for any particular purpose;

- b) we do not purport to endorse the contents of that opinion or advice nor the accuracy or reliability of that opinion or advice; and
 - c) we do not accept liability for loss or damage caused by your reliance upon any information obtained through this service and it remains your responsibility to evaluate the accuracy, completeness and usefulness of any such information.
- 7.6 Information procured from a third party may be the subject of copyright owned by that third party. We hereby expressly disclaim any representations regarding the content or accuracy of materials on such third-party sites.

8. Availability

- 8.1 While we take reasonable steps to ensure the availability and security of the Site, you accept that the Site are provided on a 'as is' basis. We do not warrant that the Site will be continuously available and we will not be liable if the Site or any part of the Site is unavailable at any time or for any reason. We do not represent, warrant or undertake that any Site will be error, defect, 'bug' or 'virus' free.

9. Disclaimer

- 9.1 The Site Content is intended to provide general information only. It is not in the nature of advice. While every effort is taken to ensure the information is accurate, we do not represent or warrant that this information is correct, current, complete, reliable or suitable for any purpose and it must not be relied on by you or any other person as a substitute for appropriate advice tailored to specific circumstances.
- 9.2 The information on the Site is provided on the basis that all persons accessing the Site undertake responsibility for assessing the relevance and accuracy of its content.

10. Limitation of liability

- 10.1 The Site and any Services made available to you via the Site come with consumer guarantees that cannot be excluded. Nothing in these Terms of Use is intended to exclude, restrict or modify any condition, guarantee, warranty, right or remedy that the User may have under the Competition and Consumer Act 2010 (Cth) (CCA) or any other applicable legislation which may not be excluded, restricted or modified by agreement.
- 10.2 Without limiting any provisions of these Terms of Use and subject always to the Non-Excludable Provisions, we will not in any way be liable to you for any kind of loss or damage incurred as a result of your use of any Site and/or the Services, including any viruses or other malicious software that may affect you while you use a Site and/or the Services or for any faults, failures or interruptions or the accuracy, timeliness, completeness, security or reliability of any communications (including any transactions) made using a Site and/or Services.
- 10.3 If any guarantee, warranty, term or condition is implied or imposed concerning these Terms of Use under the CCA or any other applicable legislation and cannot be excluded (Non-Excludable Provision), and we are able to limit your remedy for a breach of any Non-Excludable Provisions, then our liability for breach of the Non-Excludable Provision is limited to us doing any of the following (at our election):

10.3.1 in the case of Services supplied or offered by us:

- a) the re-supply of those Services; or
- b) the payment of the cost of having those Services re-supplied; and

10.3.2 in the case of goods supplied or offered by us:

- a) the replacement of the goods or the supply of equivalent goods;
- b) the repair of the goods;
- c) the payment of the costs of having the Goods replaced; or
- d) the payment of the cost of having the Goods repaired.

10.4 Except for liability in relation to breach of any Non-Excludable Provision and liability under clause 10.3, our total maximum liability to you in contract, tort (including negligence), statute or otherwise, is limited to one thousand Australian dollars (AUD \$1,000).

10.5 To the maximum extent permitted by applicable law, under no circumstances will we, our officers, employees, contractors and agents be responsible to you or any third party whether in contract, tort (including negligence), in equity or under statute for any special, indirect, consequential, incidental or punitive damages, including damages for loss of opportunity, data, profits, revenue or goodwill, regardless of whether or not such loss or damage was foreseeable and even if advised of the possibility of such loss, except to the extent the liability arises due to the fraud, negligence or wilful misconduct of us, our officers, employees, contractors or agents.

11. Third party rights

The provisions of Disclaimer and Limitation of Liability are for our benefit and the benefit of our officers, directors, employees, agents, partners, advertisers, information providers, licensors and suppliers. Each of these individuals or entities shall have the right to assert and enforce those provisions directly against you on its own behalf.

12. Changes to Terms of Use and Privacy Policy

12.1 We may amend these Terms of Use and our Privacy Policy from time to time. We will publish the amended Terms of Use on the Site and will provide you 10 days written notice that these Terms of Use will be amended and from when the amendments will apply. The then current version of the Terms of Use and Privacy Policy will apply each time you use our Site. Our expectation is that you will read the Terms of Use each time you access and use our Site. Written notification does not need to be made to you specifically and can be made by displaying a notice of the upcoming change on the Site or through a broadcast email or other form of message to all Users.

12.2 You should review any amendments to the Terms of Use and Privacy Policy available on the Site and, if you do not agree with any of the changes, you must cease using or accessing the Site. By continuing to use the Site or our Services after the date on which the amended Terms of Use start to apply, you will be deemed to have accepted the changes to the Terms of Use. If any change has a detrimental effect on you, you may cease accessing or using the Site or our Services via the Site.

13. Termination of access

- 13.1 You agree to use our Site for lawful purposes only. We reserve the right to monitor, suspend, restrict, terminate or withdraw your access to this Site at any time for operational, safety or security reasons.
- 13.2 Without limiting section 14.1, we reserve the right, in our discretion (acting reasonably), to limit or block your access to:
 - 13.2.1 the Site if we consider that you are in breach of these Terms of Use, or are behaving in an inappropriate manner;
 - 13.2.2 you have used the Site and/or the Services in a dishonest or fraudulent manner;
 - 13.2.3 any network protocols that we consider to be inappropriate or which may we consider contravene these Terms of Use, including but not limited to those used by file sharing applications or any Bit-Torrent type of client or peer to peer applications;
 - 13.2.4 any websites we consider to be inappropriate, including sites which contain or promote gambling, pornography, sexually explicit material, drug use, violence, terrorism, racial vilification, harassment or discrimination of any kind or spam or anything in breach of any law or regulation;
 - 13.2.5 our business or contractual relationships with third parties require us to do so; or
 - 13.2.6 we consider that you have done something that is detrimental to our business interests or reputation or those of any of our third parties.
- 13.3 All licences granted by you, our Privacy Policy and all disclaimers and limitations of liability by us will survive termination, however, you will no longer be authorised to access the Site.
- 13.4 Subject to applicable law, including the CCA, you acknowledge that neither we, nor any other person, will have any liability to you for any reason whatsoever arising from termination of your access to any Site and/or the Services.

14. General

- 14.1 Entire Agreement: These Terms of Use, together with any additional terms and conditions set out on this Site from time to time, constitutes the whole agreement relating to its subject matter and supersede and cancel any prior drafts, versions, agreements, undertakings, representations, warranties and arrangements of any nature, whether in writing or oral, relating to such subject matter.
- 14.2 Force majeure: We will not be in breach of these Terms of Use or otherwise liable to you or any other person for any unavailability or failure of this Site, the Site Content or the Services or any delay or other failure by us to comply with these Terms of Use that is caused by or arises from any event or circumstances beyond our control.
- 14.3 Rights cumulative: The rights, powers, privileges and remedies provided under any provision of these Terms of Use are cumulative and are not exclusive of any rights, powers, privileges or remedies provided under any other provision of these Terms of Use or by applicable law or otherwise.
- 14.4 Waiver: No failure to exercise nor any delay in exercising by us of any right, power, privilege or remedy under these Terms of use shall impair or operate as a waiver thereof in whole or in part. No single or partial exercise of any right, power privilege or remedy under these Terms of Use shall prevent any further or other exercise thereof or the exercise of any other right, powers, privilege or remedy.

- 14.5 Inconsistency: If there is a contradiction or inconsistency between these Terms of Use and any other notices, policies, communications or documents relating to our Site, or the Services, these Terms of Use will prevail to the extent of that contradiction or inconsistency, unless we expressly agree otherwise in writing.
- 14.6 Assignment: You may not assign or transfer any of your rights or obligations under these Terms of Use without our prior written consent, which we will not unreasonably withhold. Our relationship with you under these Terms of Use is one of independent contractors and not of partnership, joint venture or principal and agent.
- 14.7 Notice: Any legal notices or communications regarding your service account will be sent to your nominated email address.
- 14.8 Invalidity: If any clause or provision of these Terms of Use is determined to be illegal, invalid or unenforceable for any reason, then such clause or provision will be construed, to the extent feasible, to render the clause or provision enforceable. If no feasible interpretation would save such clause or provision, it will be severed from the remainder of these Terms of Use without affecting the enforceability of all remaining clauses and provisions.
- 14.9 Relationship of the parties: These Terms of Use do not create or evidence a partnership or joint venture between us.
- 14.10 Interpretation: In these Terms of Use, unless the context requires otherwise: (i) any reference to a “person” includes any individual, company, corporation, firm partnership, joint venture, association, organisation or trust (in each case, whether or not having separate legal personality) and references to any of the same shall include a reference to the others; (ii) any phrase introduced by the words “including”, “include”, “in particular”, “for example” or any similar expression shall be construed as illustrative only and shall not be construed as limiting the generality of any preceding words; (iii) references to the singular include the plural and to the masculine include the feminine, and in each case vice versa; and (iv) the headings and sub-headings are inserted for convenience only and shall not affect the meaning of these Terms of Use.
- 14.11 Governing Law: These Terms of Use are governed by the laws of the state of Victoria, Australia. You are deemed to submit to the non-exclusive jurisdiction of the courts of Victoria. The Site may be accessed throughout Australia and overseas. We make no representation that the Site Content complies with the laws (including intellectual property laws) of any country outside Australia. If you access any Site from outside Australia, you do so at your own risk and are responsible for ensuring that your access to the relevant Site is not illegal or prohibited by laws which apply to you.

15. Questions

If you have any questions about our Terms of Use or any concerns about the accuracy of this Site or the Site Content, please contact us using the relevant contact details below:

Phone : 03 9832 9600

You can contact us 9am to 5pm, Monday to Friday AEST/AEDT

Email: info@udiavic.com.au

Postal address: Level 1, 55 Collins Street, Melbourne, VIC 3000

Last updated: December 2025



UDIA Victoria General & Policy Enquiries

Email: info@udiavic.com.au
(03) 9832 9600

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