

AFFORDABLE GRANNY FLATS WA PTY LTD

TERMS OF USE

Effective Date: 17 April 2026

These Terms of Use ("Terms") govern your access to and use of the Affordable Granny Flats WA Pty Ltd website and any information, enquiry forms, quotation requests and other website services made available through it. By using this website or submitting an enquiry, you agree to these Terms. If you do not agree, please do not use the website.

These Terms relate primarily to use of our website. They do not replace any separate quotation, supply agreement, building contract, installation contract, engineering engagement, variation, or other project-specific agreement entered into for a particular project.

1. About Us

Affordable Granny Flats WA Pty Ltd provides information about granny flat products and coordinates or facilitates aspects of granny flat projects in Western Australia. Depending on the project, separate professionals and contractors may be engaged for engineering, building surveying, approvals, construction, installation, plumbing, electrical work, transport, crane services and other specialist services.

2. Website Information

We take reasonable care in preparing website content, but information is general in nature and may change. Website content is not legal, engineering, planning, building, financial or other professional advice. You should obtain appropriate professional advice for your property and circumstances before relying on information for a material decision.

3. Models, Images, Plans and Specifications

Photographs, renders, floor plans, diagrams, dimensions, finishes, colours, furniture, landscaping and other visual material on the website are illustrative unless expressly stated otherwise in a project-specific written agreement. Display items and furnishings may not be included. Dimensions and specifications may be subject to engineering, manufacturing tolerances, regulatory requirements, site conditions and agreed variations. Final inclusions and specifications are those recorded in the applicable written quotation, specifications, schedules and contracts.

4. Pricing and 'From' Prices

Any price displayed as 'from', indicative, estimated or similar is a starting or general guide only unless expressly stated to be a fixed offer. Final project cost can depend on model and options, site conditions, access, engineering, surveying, approvals, earthworks, footings, services, transport, crane requirements, installation, trades, authority charges, taxes and other project-specific requirements. A website price does not by itself constitute a binding quotation.

5. Quotations and Enquiries

Submitting an enquiry, requesting a quote or receiving preliminary information does not by itself create a contract for supply, construction or installation. A binding project arrangement arises only in accordance with the terms of the applicable written agreement accepted by the relevant parties. Quotations are subject to their stated validity period, scope, assumptions, inclusions, exclusions and conditions.

6. Site Suitability

Not every model or configuration is suitable or permitted on every property. Site suitability may depend on zoning, planning controls, lot characteristics, setbacks, access, existing buildings and services, bushfire or other overlays, engineering conditions and applicable laws. Preliminary comments about suitability are not a guarantee that a project will receive approval or that no additional work or cost will be required.

7. Site Inspections, Engineering and Certification

A project may require site inspection, surveying, structural engineering, drawings, certification and other technical documentation. Requirements can vary by property and project. Any engineering, surveying or certification outcome is subject to the assessment of the appropriately qualified professional responsible for that work.

8. Government and Building Approvals

Planning approval, development approval, building permits and other authority approvals are determined by the relevant authority or certifier and cannot be guaranteed by Affordable Granny Flats WA. Approval requirements, fees, processing periods and requested information may change. Unless expressly included in a written agreement, statements about likely approval timeframes are estimates only.

9. Third-Party Professionals and Contractors

Projects may involve independent engineers, building surveyors, licensed builders, plumbers, electricians, installers, transport providers, crane operators, suppliers and other contractors. Their services may be governed by separate agreements, licences, professional obligations, terms and fees. Nothing in these Terms is intended to misrepresent the identity or legal responsibility of the party actually providing regulated or contracted services.

10. Manufacturing and Product Changes

Manufactured components may be subject to technical, regulatory or availability-driven changes. Where a material change affects an agreed project, it will be managed in accordance with the applicable project agreement and any required variation process. We will not use this clause to remove rights that cannot lawfully be excluded.

11. Delivery, Installation and Site Access

Delivery and installation depend on safe and practical site access, transport routes, crane access, weather, site readiness, authority requirements and contractor availability. Customers must provide accurate site information and comply with any site preparation or access obligations contained in their project-specific agreement.

12. Timeframes and Delays

Website timeframes and preliminary estimates are indicative unless a project-specific contract expressly provides otherwise. Production, shipping, approvals, transport, weather, supply availability, site conditions and third-party scheduling can affect timing. Rights and remedies concerning delay are governed by applicable law and the relevant project-specific agreement.

13. Variations and Additional Work

Changes requested after a quotation, specification or contract has been accepted may affect price, engineering, approvals, manufacturing and timing. Variations and additional work will be handled under the applicable project agreement, including any requirement for written approval and disclosure of additional costs.

14. Customer Information

You are responsible for providing information that is accurate and complete to the best of your knowledge, including contact details, property information, plans and relevant site circumstances. We are not responsible for consequences arising solely from materially inaccurate or withheld information where it was reasonable for us or a project professional to rely on that information, subject always to applicable law.

15. Intellectual Property

Unless otherwise stated, website text, branding, graphics, photographs, renders, layouts and other content owned by or licensed to Affordable Granny Flats WA are protected by intellectual property laws. You may view or print website material for personal evaluation of our services. You must not commercially reproduce, republish, distribute or exploit protected content without permission, except where permitted by law.

16. Acceptable Website Use

You must not misuse the website, attempt unauthorised access, introduce malicious code, interfere with website operation, use automated systems in a manner that materially disrupts the service, or use website content for unlawful purposes.

17. Third-Party Links

The website may link to third-party websites or services for convenience. We do not control those websites and are not responsible for their content, availability or privacy practices. A link does not necessarily constitute endorsement.

18. Australian Consumer Law

Nothing in these Terms excludes, restricts or modifies any consumer guarantee, right, remedy or other protection that cannot lawfully be excluded, restricted or modified under the Australian Consumer Law or other applicable legislation. Where goods or services are supplied to a consumer, statutory rights continue to apply regardless of these Terms.

19. Liability

To the maximum extent permitted by law, we are not liable for loss arising solely from reliance on general website information where the information is expressly identified as indicative and the user has not obtained the project-specific assessment reasonably required for their circumstances. This clause does not exclude or limit liability, consumer guarantees, remedies or other rights where doing so would be unlawful.

20. Privacy

Personal information submitted through the website is handled in accordance with our Privacy Policy. By submitting information, you acknowledge that it may be used and disclosed for the purposes described in that policy, including responding to enquiries and coordinating project-related services.

21. Electronic Communications

You consent to receiving communications relating to your enquiry or project electronically where appropriate. Electronic acceptance, communications and records may be used where permitted by applicable law and any project-specific agreement.

22. Changes to These Terms

We may update these Terms to reflect changes to the website, our services or applicable legal requirements. Updated Terms apply prospectively from the date published on the website. Changes to these website Terms do not retrospectively alter an existing signed project-specific contract unless that contract and applicable law permit the change.

23. Governing Law

These Terms are governed by the laws of Western Australia, Australia. Subject to any rights a person has to bring proceedings elsewhere under applicable law, the parties submit to the courts and tribunals having jurisdiction in Western Australia.

24. Severability

If any provision of these Terms is held to be invalid, unlawful or unenforceable, that provision is to be read down to the extent necessary where possible, and the remaining provisions continue to operate.

25. Contact Us

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Western Australia

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IMPORTANT

These Terms of Use are intended for the company website and general website interactions. They are not a substitute for project-specific supply, building, installation or other contracts, and they are not legal advice. Because granny flat projects involve building, planning, consumer and contractual obligations, the final website terms and customer contracts should be reviewed by an Australian lawyer before publication or use in customer contracting.