

# Bowerbird Naturals Terms and Conditions

## 1 Our Agreement

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- (a) Customer satisfaction is our number one priority at Bowerbird Naturals Pty Ltd (ACN 667 911 588). Please read these terms and conditions carefully to ensure you understand your rights and obligations.
- (b) When you place an order via our website, you will receive an acknowledgement e-mail confirming receipt of your order. This email will only be an acknowledgement and will not constitute acceptance of your order. A contract between us will not be formed until we send you confirmation by e-mail that the goods which you ordered have been dispatched to you. Only those goods listed in the confirmation e-mail sent at the time of dispatch will be included in the contract formed.

## 2 Website Terms of Use

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- (a) We grant you a non-exclusive licence to use our website and access the information available from our website, for the purpose of accessing our goods and services. By accessing or using our website, you understand, affirm and agree that:
  - (i) the data and information on our website is provided to you in good faith for informational and contact purposes only;
  - (ii) your use of our website and your use and ordering of our services is subject to our [Privacy Policy](#);
  - (iii) we do not endorse the services, products or offering of any individual, firm or company that may be referred or introduced to you by us via our website;
  - (iv) the posting of any content does not constitute any offer or supply of goods, products or services by us to you;
  - (v) we do not make any representations or warranties in relation to the website content and in particular as to whether it is reliable, accurate, up to date or complete;
  - (vi) we do not warrant that the website will be uninterrupted, timely, secure, or error-free; and
  - (vii) if you use a link to our website, you will include on your own website any disclaimer, notices or pop up pages that we may require in order to advise users that they are being redirected to our website.
- (b) You agree to not use the website:
  - (i) for any purpose that is unlawful or prohibited by these terms and conditions;
  - (ii) in any manner that could damage, disable, overburden, or impair our server, or the network(s) connected to our server, or interfere with any other party's use and enjoyment of our website;
  - (iii) to attempt to gain unauthorised access to any service, other accounts, computer systems or networks connected to our server or services through hacking, password mining or any other means;

- (iv) to attempt to obtain any materials or information through any means not intentionally made available through our website;
- (v) to impersonate any person or entity; or
- (vi) to submit through any online form or otherwise make available any unsolicited or unauthorised advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation unless expressly authorised to do so.

### **3 Website Security**

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- (a) We do not guarantee that information transmitted over the internet is completely secure. When you send us information, you do so at your own risk. Once we have received it, we take reasonable steps to keep the information secure while it is in our own systems but we do not guarantee that it is secure.
- (b) Your use of our website is at your own risk. We do not guarantee that our website is free from viruses, or that access to our website or services will be uninterrupted. You should ensure that your equipment is protected from viruses and any other interference that could damage your equipment.

### **4 Third Party Websites**

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- (a) Our website may contain links to other websites operated by third parties. We do not endorse or otherwise approve the owners or operators of the third party website, or the information, graphics and material on those websites or the goods or services offered on those websites.
- (b) To the extent permitted by law, we are not responsible or liable for, and give no warranty in respect of, any third party website or the goods and services offered on any third party website or any information appearing on any website we may offer.
- (c) We may receive payments from third parties in relation to goods, services or information supplied or received as a result of users and third parties accessing any links to third party websites contained in our website.
- (d) Third party websites are not subject to our privacy standards so you should review the privacy policy and any other relevant notice that appears on a third party website.

### **5 Privacy**

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- (a) When you use our website or services, we may collect personal information about you including your payment details. Ordinarily, we tell you the purposes for which we collect that information when it is collected. As a general rule, we only collect such information which is necessary for us to involve you in our programs, provide our services, contact you or otherwise to maintain our relationship with you.
- (b) Our [Privacy Policy](#) sets out how we collect and deal with personal information generally, including our use of cookies on your device(s). Please refer to our Privacy Policy for details on how we may use cookies on our website.
- (c) Our Privacy Policy forms part of these terms and conditions, and if inconsistent with these terms and conditions, these terms and conditions will take precedence.

- (d) By using our website or services, you acknowledge and agree with our Privacy Policy, and consent for us to collect and disclose your personal information as necessary to provide you access to the website or services.

## **6 Payment**

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- (a) Delivery costs will be charged in addition to the prices displayed for goods. Such additional charges are clearly displayed where applicable and included in the "Total Cost".
- (b) You agree that we may store and use the data you provide us (including payment card information) for the purpose of maintaining your accounts and for billing fees to your payment card.
- (c) Upon receiving your order, we carry out a standard authorisation check on your payment card to ensure there are sufficient funds to fulfil the transaction. Your card will be debited upon authorisation being received. The monies received upon the debiting of your card must be treated as a deposit against the value of the goods you wish to purchase. Once the goods have been dispatched and you have been sent a confirmation email the monies paid as a deposit must be used as consideration for the value of goods you have purchased as listed in the confirmation email.

## **7 Delivery of Goods**

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- (a) Once your order is placed and has been paid for fully, your order will be packaged and shipped within 2 working days.
- (b) All orders are tracked and you will receive an email with your tracking number once we have dispatched your order.
- (c) All standard orders in Australia, unless requested otherwise by you prior to purchase, are sent by Australia Post without Insurance. While we do everything we can to ensure your order is delivered in a timely manner, we will not be liable for any loss or damage incurred by any person as a result of delay caused by our carrier that we have no control over or by any event which is out of our reasonable control or foresight including but not limited to any delay caused by an incorrect delivery address being provided to us.
- (d) Insurance is available at an extra cost to you on all delivery services. We will not cover any loss of goods that are not insured.
- (e) For non-delivery of goods, please notify us by email as soon as possible.

## **8 Receipt of Goods**

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- (a) You must inspect the goods immediately upon their arrival. If the goods are not in accordance with the specified requirements, you must give notice to us within 3 days of receipt of the goods. Your notice must include the full particulars of the nonconformity. If you fail to give such notice, the goods will be deemed to be in all respects in accordance with the specified requirements. No claim must be recognised unless made in writing and received by us within 3 days after receipt of the goods by you.
- (b) This paragraph does not apply if the goods are subject to consumer guarantees imposed under the Australian Consumer Law — where consumer guarantees apply, refer to clause 10 below.

## **9 Refund Policy**

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- (a) Please choose carefully. Due to the nature of our product, we will not be accepting returns for a change of mind on purchases.
- (b) If your goods are damaged or otherwise not in accordance with the specified requirements and you notify us in accordance with clause 8, we will provide you with a replacement or refund for the damaged goods in accordance with clause 10.

## **10 Limitation on Claims**

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- (a) We disclaim all and any warranties, not required by law, whether express or implied including but not limited to warranties as to merchantability and fitness for a particular purpose of the goods.
- (b) We have no liability to the extent that our performance of the contract is prevented by force majeure. For these purposes, "force majeure" means any occurrence or omission as a direct or indirect result of which we are prevented from or delayed in performing any of our obligations, is beyond our reasonable control and which could not have been prevented or mitigated by reasonable diligence or precautionary measures, including forces of nature, natural disasters, acts of terrorism, riots, revolution, civil commotion, epidemic, industrial action and action or inaction by a government agency.
- (c) We have no liability to the extent that a failure of the goods is attributable to any act or omission on your part.
- (d) Our liability for failure to comply with a consumer guarantee is limited to the replacement of the goods or the supply of equivalent goods (or the payment of the cost of the replacement or supply), or the repair of the goods (or the payment of the cost of the repair).
- (e) In all other respects, our total liability for loss or damage of every kind, whether:
  - (i) arising pursuant to the terms of service; or
  - (ii) arising in any other way out of or in relation to the supply of the goods, their sale, delivery or the way they behave, and whether in tort or contract or in any other cause of action,is limited to an amount equivalent to the sum paid by you to us for the goods.
- (f) Except in relation to liability for personal injury (including sickness and death), and except as otherwise stipulated in these terms of service, we do not accept liability to you in respect of any indirect or special loss or damage which may be suffered or incurred by you in respect of goods or services supplied pursuant to these terms.

## **11 Disclaimers**

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- (a) To the extent permitted by law, any condition or warranty which would otherwise be implied in these terms and conditions is hereby excluded.
- (b) You acknowledge and agree that you have read the Disclaimer about our products [here](#).

## **12 Intellectual Property**

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- (a) You agree we retain ownership of all intellectual property rights in respect of the website and goods including any copyright, patent, trade secrets or trade marks. You agree not to disclose any discovery, design, procedure, invention or improvement in procedure made known to you by us in relation to the goods.
- (b) You confirm that at all times it is and was understood and agreed that from the moment of creation of any materials or deliverables, we would own all rights in respect of the materials or deliverables arising under the Copyright Act 1968.

## **13 Risk and Title**

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Title in the goods does not pass to you until payment has been received in full. Risk of loss or damage to the goods passes to you upon dispatch of your goods.

## **14 Waiver**

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Any waiver of any provision of the terms of service will be effective only if in writing and signed by us. Without limiting the foregoing, if you breach these conditions and we take no action, we will still be entitled to use our rights and remedies in any other situation where you breach these conditions.

## **15 Termination**

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- (a) We may in our sole discretion immediately suspend, terminate or limit your access to the website or our services if we deem that you are in breach of these terms and conditions or our Privacy Policy.
- (b) We will notify you of such suspension, termination or limitation by email within five (5) business days. You agree that we will not be liable to you or any third-party for any termination of your access to our website or services.
- (c) We reserve the right at any time and from time to time to modify or discontinue, temporarily or permanently, our website (or any part thereof) with or without notice.

## **16 Entire Agreement**

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The above terms of service constitute the entire agreement of the parties and supersede any and all preceding and contemporaneous agreements between you and us.

## **17 Governing Law**

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These terms of service are governed by the laws in force in Western Australia. You agree to submit to the exclusive jurisdiction of the courts of that jurisdiction.

## **18 Contacting Us**

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- (a) We reserve the right to amend these terms and conditions at any time. If we do, we will publish the amended version on our website. By accepting these terms and conditions, you agree that our publishing of an amended version will be sufficient notice of any changes and that your subsequent access to, viewing, reliance on or other use of our website will constitute your acceptance of those amendments.

- (b) If you have any questions regarding these terms and conditions, please contact us at [info@bowerbirdnaturals.com](mailto:info@bowerbirdnaturals.com).