

Website Terms and Conditions

Thank you for visiting our website. This website is owned and operated by Caring Canary (ABN 16638757630). By accessing and/or using this website and related services, you agree to these Terms and Conditions, which include our Privacy Policy (available at <http://caringcanary.com.au/wp-content/uploads/CaringCanaryPrivacyPolicy.pdf>) (**Terms**). You should review our Privacy Policy and these Terms carefully and immediately cease using our website if you do not agree to these Terms.

In these Terms, 'us', 'we' and 'our' means Caring Canary .

Registration

You may need to be a registered member to make orders on our website.

When you register and activate your account, you will provide us with personal information such as your name and, email address, telephone number and any other information you choose to store. You must ensure that this information is accurate and current. We will handle all personal information we collect in accordance with our [Privacy Policy](#).

When you register and activate your account, we will provide you with a user name and password. You are responsible for keeping this user name and password secure and are responsible for all use and activity carried out under this user name.

To create an account, you must be:

- at least 18 years of age;
- possess the legal right and ability to enter into a legally binding agreement with us; and
- agree and warrant to use the website in accordance with these Terms.]

1 Collection Notice

We collect personal information about you in order to respond to your enquiry, process your orders and for purposes otherwise set out in our Privacy Policy at <http://caringcanary.com.au/wp-content/uploads/CaringCanaryPrivacyPolicy.pdf>

We may disclose that information to third parties that help us deliver our services (including information technology suppliers, communication suppliers and our business partners) or as required by law. If you do not provide this information, we may not be able to provide all of our services or products to you.

Our Privacy Policy explains: (i) how we store and use, and how you may access and correct your personal information; (ii) how you can lodge a complaint regarding the handling of your personal information; and (iii) how we will handle any complaint. If you would like any further information about our privacy policies or practices, please contact us at hello@caringcanary.com.au

By providing your personal information to us, you consent to the collection, use, storage and disclosure of that information as described in the Privacy Policy and these Terms.

2 Accuracy, completeness and timeliness of information

The information on our website is not comprehensive and is intended to provide a summary of the subject matter covered. While we use all reasonable attempts to ensure the accuracy and

completeness of the information on our website, to the extent permitted by law, including the Australian Consumer Law, we make no warranty regarding the information on this website. You should monitor any changes to the information contained on this website.

We are not liable to you or anyone else if interference with or damage to your computer systems occurs in connection with the use of this website or a linked website. You must take your own precautions to ensure that whatever you select for your use from our website is free of viruses or anything else (such as worms or Trojan horses) that may interfere with or damage the operations of your computer systems.

We may, from time to time and without notice, change or add to the website (including the Terms) or the information, products or services described in it. However, we do not undertake to keep the website updated. We are not liable to you or anyone else if errors occur in the information on the website or if that information is not up-to-date.

3 Promotions and competitions

For certain campaigns, promotions or contests, additional terms and conditions may apply. If you want to participate in such a campaign, promotion or contest, you need to agree to the relevant terms and conditions applicable to that campaign, promotion or contest. In case of any inconsistency between such terms and conditions and these Terms, those terms and conditions will prevail.

4 Purchases and Refunds

Customers may purchase an item via the website, telephone or email. Customers will receive order confirmation via email once the order has been processed and dispatched. It is up to the customer to check their email for this confirmation.

Purchase Services include PayPal, eWay and Direct Bank Transfer. Caring Canary uses secure payment gateways to ensure customer's payment details are protected and secure.

In using the Purchase Services, you warrant that you have familiarised yourself with, and agree to be bound by, the applicable Terms and Conditions of Use, Privacy Policy and other relevant legal documentation provided by the Payment Gateway Providers.

Following payment of the Purchase Price being confirmed by Caring Canary, you will be issued with a receipt to confirm that the payment has been received and Caring Canary may record your purchase details for future use.

5 Delivery and Delivery Services

You acknowledge that the Purchase Services offered by Caring Canary integrate delivery (the 'Delivery Services') through the use of third party delivery companies (the 'Delivery Service Providers').

In providing the Purchase Services, Caring Canary selects the Delivery Service Providers. You acknowledge and agree that Caring Canary is not the provider of these delivery and insurance options and merely facilitates your interaction with the Delivery Service Providers in respect to providing the Delivery Services.

In the event that an item is lost or damaged in the course of the Delivery Services, Caring Canary asks that you: (a) contact the Delivery Service Provider directly to request a refund or to claim on any insurance options available; and (b) contact us by sending an email to hello@caringcanary.com.au outlining in what way the Products were damaged in transit so we are able to determine if the Delivery Service Provider should be removed from the Purchase Services.

By completing an order form and agreeing to our Terms and Conditions, you accept that you give 'Authority To Leave' the delivery if noone is home to receive the delivery. Deliveries will only be left if the courier deems there to be a safe place to leave the package at the recipient's premises. The time and date will be recorded as proof of this delivery. If the customer does not wish to give their order 'Authority To Leave,' they must inform Caring Canary before their order has been processed, or leave a note in the 'comments' section when placing their order. The customer acknowledges that by refusing to give 'Authority To Leave' they may be required to pay the post office holding fee of \$10.

If noone is home and there is nowhere to leave the delivery, the courier will return the package to the nearest post office and leave a calling card for the recipient.

Caring Canary is not responsible for the package once it has been delivered. Caring Canary can provide the customer with delivery details for their order upon request. Cancellation of orders must be made at least 24 hours prior to dispatch. We cannot accept cancellations under any circumstances once the order has left our premises. Once an order has been cancelled the purchase amount will be refunded via the payment method used for the initial purchase.

In the unfortunate event that a care package has been damaged during the delivery process please call us on 0414 427 463, or email hello@caringcanary.com.au to organise for the care package to be returned and a replacement care package dispatched.

IN AUSTRALIA, OUR GOODS AND SERVICES COME WITH GUARANTEES THAT CANNOT BE EXCLUDED UNDER THE AUSTRALIAN CONSUMER LAW. NOTHING IN THESE TERMS AND CONDITIONS PURPORTS TO MODIFY OR EXCLUDE THE CONDITIONS, WARRANTIES AND UNDERTAKINGS, AND OTHER LEGAL RIGHTS, UNDER THE AUSTRALIAN COMPETITION AND CONSUMER ACT AND OTHER LAWS. ANY AND ALL OTHER WARRANTIES OR CONDITIONS WHICH ARE NOT GUARANTEED BY THE AUSTRALIAN CONSUMER LAW OR THE COMPETITION AND CONSUMER REGULATION 2010 ARE EXPRESSLY EXCLUDED WHERE PERMITTED, INCLUDING LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES CAUSED BY BREACH OF ANY EXPRESS OR IMPLIED WARRANTY OR CONDITION.

6 Linked sites

Our website may contain links to websites operated by third parties. Those links are provided for convenience and may not remain current or be maintained. Unless expressly stated otherwise, we do not endorse and are not responsible for the content on those linked websites and have no control over or rights in those linked websites.

7 Intellectual property rights

Unless otherwise indicated, we own or license from third parties all rights, title and interest (including copyright, designs, patents, trademarks and other intellectual property rights) in this website and in all of the material (including all text, graphics, logos, audio and software) made available on this website (**Content**).

Your use of this website and use of and access to any Content does not grant or transfer any rights, title or interest to you in relation to this website or the Content. However we do grant you a licence to access the website and view the Content on the terms and conditions set out in this Agreement and, where applicable, as expressly authorised by us and/or our third party licensors.

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All other use, copying or reproduction of this website, the Content or any part of it is prohibited, except to the extent permitted by law.

8 No commercial use

This website is for your personal, non-commercial use only. You may not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, commercially exploit, create derivative works from, transfer, or sell any Content, software, products or services contained within this website. You may not use this website, or any of its Content, to further any commercial purpose, including any advertising or advertising revenue generation activity on your own website.

9 Unacceptable activity

You must not do any act that we would deem to be inappropriate, is unlawful or is prohibited by any laws applicable to our website, including but not limited to:

- any act that would constitute a breach of either the privacy (including uploading private or personal information without an individual's consent) or any other of the legal rights of individuals;
- using this website to defame or libel us, our employees or other individuals;
- uploading files that contain viruses that may cause damage to our property or the property of other individuals;
- posting or transmitting to this website any non-authorized material including, but not limited to, material that is, in our opinion, likely to cause annoyance, or which is defamatory, racist, obscene, threatening, pornographic or otherwise or which is detrimental to or in violation of our systems or a third party's systems or network security.

If we allow you to post any information to our website, we have the right to take down this information at our sole discretion and without notice.

10 Warranties and disclaimers

To the maximum extent permitted by law, including the Australian Consumer Law, we make no warranties or representations about this website or the Content, including but not limited to warranties or representations that they will be complete, accurate or up-to-date, that access will be uninterrupted or error-free or free from viruses, or that this website will be secure.

We reserve the right to restrict, suspend or terminate without notice your access to this website, any Content, or any feature of this website at any time without notice and we will not be responsible for any loss, cost, damage or liability that may arise as a result.

11 General Disclaimer

You acknowledge that Caring Canary does not make any terms, guarantees, warranties, representations or conditions whatsoever regarding the Products other than provided for pursuant to these Terms.

Caring Canary will make every effort to ensure a Product is accurately depicted on the Website, however, you acknowledge that sizes, colours and packaging may differ from what is displayed on the Website.

Nothing in these Terms limits or excludes any guarantees, warranties, representations or conditions implied or imposed by law, including the Australian Consumer Law (or any liability under them) which by law may not be limited or excluded.

Subject to this clause, and to the extent permitted by law:

- . (a) all terms, guarantees, warranties, representations or conditions which are not expressly stated in these Terms are excluded; and
- . (b) Caring Canary we will not be liable for any special, indirect or consequential loss or damage (unless such loss or damage is reasonably foreseeable resulting from our failure to meet an applicable Consumer Guarantee), loss of profit or opportunity, or damage to goodwill arising out of or in connection with the Purchase Services or these Terms (including as a result of not being able to use the Purchase Services or the late supply of the Purchase Services), whether at common law, under contract, tort (including negligence), in equity, pursuant to statute or otherwise.
- . Use of the Website, the Purchase Services, and any of the products of Caring Canary (including the Delivery Services), is at your own risk. Everything on Website, the Purchase Services, and the Products of Georgia Harley, are provided to you on an "as is" and "as available" basis, without warranty or condition of any kind. None of the affiliates, directors, officers, employees, agents, contributors, third party content providers or licensors of Caring Canary (including any third party where the Delivery Services are made available to you) make any express or implied representation or warranty about its Content or any products or Purchase Services (including the products or Purchase Services of Georgia Harley) referred to on the Website. This includes (but is not restricted to) loss or damage you might suffer as a result of any of the following:
 - . (a) failure of performance, error, omission, interruption, deletion, defect, failure to correct defects, delay in operation or transmission, computer virus or other harmful component, loss of data, communication line failure, unlawful third party conduct, or theft, destruction, alteration or unauthorised access to records;
 - . (b) the accuracy, suitability or currency of any information on the Website, the Purchase Service, or any of its Content related products (including third party material and advertisements on the Website);
- (c) costs incurred as a result of you using the Website, the Purchase Services or any of the Products;
- . (d) the Content or operation in respect to links which are provided for the User's convenience;
- . (e) any failure to complete a transaction, or any loss arising from e-commerce transacted on the Website; or
- . (f) any defamatory, threatening, offensive or unlawful conduct of third parties or publication of any materials relating to or constituting such conduct.

12 Limitation of Liability

Caring Canary total liability arising out of or in connection with the Purchase Services or these Terms, however arising, including under contract, tort (including negligence), in equity, under statute or otherwise, will not exceed the most recent Purchase Price paid by you under these Terms or where you have not paid the Purchase, then the total liability of Georgia Harley is the resupply of information or Purchase Services to you.

You expressly understand and agree that Caring Canary, its affiliates, employees, agents, contributors, third party content providers and licensors shall not be liable to you for any direct, indirect, incidental, special consequential or exemplary damages which may be incurred by you, however caused and under any theory of liability. This shall include, but is not limited to, any loss of profit (whether incurred directly or indirectly), any loss of goodwill or business reputation and any other intangible loss.

- . Caring Canary is not responsible or liable in any manner for any site content (including the Content and Third Party Content) posted on the Website or in connection with the Purchase

Services, whether posted or caused by users of the website of Georgia Harley, by third parties or by any of the Purchase Services offered by Georgia Harley.

You acknowledge that Caring Canary will not be liable to you for any special, indirect or consequential loss or damage, loss of profit or opportunity, or damage to goodwill arising out of or in connection with the Delivery Services.

13 Liability

To the maximum extent permitted by law, including the Australian Consumer Law, in no event shall we be liable for any direct and indirect loss, damage or expense – irrespective of the manner in which it occurs – which may be suffered due to your use of our website and/or the information or materials contained on it, or as a result of the inaccessibility of this website and/or the fact that certain information or materials contained on it are incorrect, incomplete or not up-to-date.

14 Jurisdiction and governing law

Your use of the website and these Terms are governed by the law of New South Wales and you submit to the non-exclusive jurisdiction of the courts exercising jurisdiction in New South Wales.