

Terms And Conditions

CAPAB PTY LTD ABN 33 361 622 718 WEBSITE TERMS AND CONDITIONS (TERMS)

In these Terms, "we" and "us" mean CAPAB Pty Ltd (CAPAB) and "you" means you the customer or site visitor.

Access to and use of the Website and the products and services available through the Website are subject to the following Terms as may be updated by us from time to time.

1. Your acceptance

1. These are the terms on which CAPAB permits users to access and use the CAPAB website <http://www.decoheaven.com.au/> (Website) including using the services and functionality made available through the Website, viewing Content provided by CAPAB, communicating with CAPAB, reviewing product information and placing an order for goods or services (Order) through the online store (Online Store).
2. You agree to be bound by these Terms by:
 1. using, browsing or accessing any part of the Website;
 2. placing an Order through the Online Store.
3. CAPAB may from time to time review and update these Terms to take account of new laws, regulations, products or technology. Your use of the Website will be governed by the most recent Terms posted on the Website. By continuing to use the Website, you agree to be bound by the most recent Terms. It is your responsibility to check the Website regularly for updated versions of the Terms.
4. The Website is subject to change at any time without notice and may contain errors.

2. Orders for goods through the Online Store

1. The purchase of goods or services from CAPAB via the Online Store is governed by these Terms and any relevant terms of third party websites that are involved in the sale of the goods or services (including privacy policies).
2. CAPAB provides its Website visitors the opportunity to purchase goods from CAPAB. By placing an Order to purchase goods via the Online Store, you are offering to purchase a product on and subject to these Terms. All Orders are subject to availability and confirmation of the order price.

3. To place an Order with CAPAB you must be over 18 years of age and have a valid credit card or debit card issued by a bank or credit union acceptable to us.
4. By placing an Order via the Online Store you are making an offer and commitment to purchase the goods on these Terms. An Order is subject to acceptance or rejection by CAPAB in its discretion after receipt of the Order in Australia. Once you have placed an Order and the applicable payment is received by us, the Order cannot be cancelled by you.
5. Once you have placed an Order, we will send you an acknowledgement email confirming receipt of your Order. This email will only be an acknowledgement and will not constitute acceptance of your Order. A contract between us for the purchase of the goods will not be formed until your payment has been approved by us and we have debited your credit or debit card, nominated bank account.
6. We will send you a second email confirming the Order once full payment for the Order has been received by CAPAB and the Order has been dispatched. Once this has occurred, the sale contract has concluded and title in the goods passes to you as well as any risk of loss or damage.

3. Pricing and availability

1. All prices are shown and transactions are processed in Australian Dollars (AUD). Prices are inclusive of goods and services tax. In all other respects the price is exclusive of taxes, duties and charges imposed or levied in Australia or overseas in connection with the supply of goods or services.
2. You should note that some countries have import restrictions on certain goods or services. If you are outside Australia, you will be responsible for checking whether such restrictions apply before placing an Order. If you are outside Australia you will become the importer and may be liable to pay local taxes or duties, and you will assume all liability under any customs or import laws and regulations.
3. Whilst we try to ensure that all details, descriptions and prices which appear on the Website and Online Store are accurate, errors may occur. If there is a pricing error in any of the goods you have ordered we will notify you as soon as possible. You will have the option to proceed with your Order at the correct price or cancel your Order. The Order will be automatically cancelled if we are unable to contact you. If you cancel your Order and you have already paid for the goods, we will provide you with a full refund.
4. CAPAB reserves the right to change the prices of goods in our Online Store from time to time as required. We reserve the right to change pricing and other information immediately without notice to you in the event of any errors. We also reserve the right to refuse to complete any

Orders based on information on our Website or Online Store that is outdated or otherwise incorrect.

4. Credit card fraud

CAPAB employs the latest in Secure Sockets Layer (SSL) technology software for its transactions with customers. However, in addition to our rights under these Terms we will not be responsible for any damages, consequential losses (whether direct or indirect) suffered by a customer whose credit card is fraudulently used or is used in an unauthorised manner.

5. Returns and refunds of an order

If you are not satisfied with the quality of the goods or services you have purchased or you change your mind, you may contact CAPAB using the details provided in the Order. Any refund or return will be at CAPAB's discretion and in accordance with applicable laws.

6. Deliveries

Delivery and shipping of goods will be in accordance with our [Shipping Policy](#).

7. Content

1. CAPAB has the right, but not the obligation, to monitor any information, comment, content, communication, advice, text, or other material (**Content**) made available on the Website. CAPAB reserves the right, in its absolute discretion, to block, modify or remove any Content contained on the Website without notice, and will not be liable in any way for possible consequences of such actions.
2. The Content on the Website is for general information purposes only. Furthermore, CAPAB does not warrant or make any representations as to any third party products or services described or referred to on the Website. Any use of CAPAB materials or information by another person or organisation is at the user's own risk.
3. The Content on this Website is obtained and developed from a variety of sources including but not limited to collaborations with third parties and information provided by third parties under licence. Inclusion of Content on this Website is not an endorsement of any organisation, product or service.
4. While care has been taken in preparing the Content on this Website, CAPAB and its employees, related parties, directors, officers, agents, volunteers, contractors and subcontractors will not accept any liability,

including for any loss or damage, resulting from the reliance on the Content, or for its accuracy, currency and completeness.

5. You agree to be solely responsible for any Content that you communicate or otherwise provide over the Website. You warrant and represent that any Content that you communicate or otherwise provide will not violate these Terms or the Privacy Policy.
6. If you have a complaint regarding any Content, CAPAB's sole obligation will be to review any written complaint notified to it and, if it sees fit, in its sole discretion, to modify or remove the particular Content.

8. Links

1. The Website may contain links to other web sites. CAPAB provides those links as a ready reference for searching for third party goods and services on the internet and not as an endorsement of those web sites, their operators, the goods, services or content that they describe.
2. Other web sites which are linked to the Website (including Facebook, Twitter, Google), are not covered by these Terms, and may have their own terms and conditions and privacy policy. If you choose to access these linked sites, you do so at your own risk. CAPAB is not responsible for and will not be liable in respect of the content or operation of those web sites or any of the goods, services or content that they describe. CAPAB is not responsible for and will not be liable in respect of any incorrect link to an external web site.
3. You are not permitted to frame or link the Website without CAPAB's express written permission.

9. Access and communication

1. Subject to the consumer guarantees provided for in consumer protection legislation (including the Australian Consumer Law), CAPAB does not warrant that you will have continuous access to the Website. CAPAB will not be liable in the event that the Website is unavailable to you due to computer downtime attributable to malfunctions, upgrades, preventative or remedial maintenance activities or interruption in telecommunications supply.
2. CAPAB does not guarantee the delivery of communications over the internet as such communications rely on third party service providers. Electronic communication (including electronic mail) is vulnerable to interception by third parties and CAPAB does not guarantee the security or confidentiality of these communications or the security of the Website.
3. CAPAB does not provide, and has no control over, communications, networks or services, the internet or other technology required or used

across the Website and accepts no responsibility for any direct or indirect loss in any form associated with them, whether due to congestion, technical malfunction, viruses or otherwise.

4. Details contained on the Website relating to goods and services have been prepared in accordance with Australian law and may not satisfy the laws of another country. CAPAB does not warrant that:
 1. the goods or services available on this Website; or
 2. the Website and its content, comply with the laws of any other country. It is your responsibility to determine whether the goods or services comply with the laws of your jurisdiction.
5. If you access and use this Website or its content from outside Australia or purchase any goods or services, you do so at your own risk.

10. Intellectual Property

1. All intellectual property rights, including copyright and patents, in the Website, CAPAB's goods and services, and all components of them are owned or licensed by CAPAB or any of its related entities. You must not copy, modify or transmit any part of the Website.
2. The Website contains trademarks, logos, service names and trade names of CAPAB or third parties which may be registered or otherwise protected by law. You are not permitted to use any trademarks, logos, service names, trade names or any other Content or copies of the Content appearing on the Website

11. Website Licence and use

CAPAB grants you a non-exclusive and non-transferable licence to use the Website for your own personal use subject to the restrictions specified in clause 15. You may not download (other than page caching) or modify the Website or any portion of the Website. Any Content that you post on the Website or otherwise provide or communicate to CAPAB will be treated as non-confidential and non-proprietary information.

12. Prohibited uses

1. In using the Website you must not:
 1. engage in any commercial activity including marketing, advertising or commercial promotion of goods or services, resale, collect and use any product lists or pricing for the benefit of other merchants, data mine or use robots or other data collection methods;
 2. impersonate or falsely claim to represent a person or organisation;

3. defame, abuse, stalk, harass, threaten or otherwise violate the legal rights of others, including without limitation, rights relating to privacy and publicity;
 4. post, link to, or otherwise communicate or distribute any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful material or information, or otherwise use the Website in a manner which is unlawful or would infringe the rights of another person including any intellectual property rights; or
 5. post, link to, or otherwise distribute any information, material or item which contains a virus, trojan horse, worm or other harmful or disruptive component.
2. Unauthorised use of the Website may give rise to a claim for damages and/or may result in legal proceedings being taken against you.
 3. CAPAB provides no warranties and cannot guarantee that any file, program, access or use of the Website is free from viruses, malware or other harmful technology or material which could damage or infect your data, hardware, software or other equipment. By accessing and using the Website (including placing Orders through the Online Store) you assume all risk in this regard and you release CAPAB from all applicable liability and responsibility.

13. Termination of your access to the Website

CAPAB may at any time immediately terminate your access (including restricting access) to the Website or any feature of the Website for any reason (including due to your breach or alleged breach of these Terms) in its sole discretion and without prior notice. Any indemnities given by you and any limitations of our liability survive such termination.

14. Disclaimer of warranties and limitation of liability

1. To the full extent permitted by law, CAPAB excludes all warranties, whether express or implied, including any warranties or representations concerning availability of the Website, quality, completeness, accuracy, suitability, acceptability or fitness for purpose in relation to the Website, the Content, the conduct of any users, all links to or from the Website and the goods and services advertised or accessible on the Website.
2. Subject to the consumer guarantees provided for in consumer protection legislation (including the Australian Consumer Law) CAPAB excludes all liability for any loss, damage, claim, cost or expense whatsoever arising out of or in connection with these Terms, the Website, the Content, all links to or from the Website.

3. Subject to the consumer guarantees provided for in consumer protection legislation (including the Australian Consumer Law) and subject to clause 6, CAPAB excludes all liability for any loss, damage, claim, cost or expense whatsoever arising out of or in connection with the goods and services advertised, accessible or sold on the Website.

15. Indemnity

You agree to fully indemnify CAPAB, its directors, officers, directors, employees, consultants, agents and affiliates in respect of all loss, damage, costs, expenses (including legal fees on a full indemnity basis), fines, penalties, claims, demands and proceedings howsoever arising, whether at common law (including negligence) or under statute, in connection with any of the following:

1. any breach of these Terms by you;
2. your access or use of the Website; or
3. your communications with CAPAB.

16. Jurisdiction and law

These Terms are governed by and must be construed in accordance with the laws of the State of Victoria, Australia. You submit to the exclusive jurisdiction of the courts of that State and the Commonwealth of Australia in respect of all matters arising out of or relating to these Terms, their performance and subject matter.

17. Waiver

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 Terms.

18. Severability

Each provision of these Terms is severable from the others and no severance of a provision will affect any other provision.

19. Entire Agreement

The above Terms constitute the entire agreement of the parties and supersede any and all preceding and contemporaneous agreements between you and CAPAB. Any waiver of any provision of the Terms will be effective only if in writing and signed by a Director of CAPAB.

20. Contacting us

If you have questions about the Website, the Terms or Privacy Policy, please contact us by emailing admin@decoheaven.com.au.