



# Elishi Home

## Website Terms and Conditions

### 1. General

1. When you access or purchase goods from [www.elishihome.com](http://www.elishihome.com) ("website") you agree to be bound by these Website Terms and Conditions ("Terms").

2. Some of the goods described on this website are available for purchase from Elishi Home and by adding the product to your shopping cart and proceeding to make a payment through Paypal, you are able to make an offer to Elishi Home via the website to purchase at the specified price until otherwise removed from the website or as specified. Where Elishi Home accepts your offer, Elishi Home will sell the goods to you in accordance with these Terms.

3. You and Elishi Home may enter into a sale contract for the sale and supply of goods, by you making an offer to Elishi Home via successful payment via PayPal, to purchase goods at the specified price, subject to these Terms.

4. You agree to only use this website for lawful purposes. When using this website, you must not:

(a) impersonate any person or entity;

(b) make any fraudulent enquiries or orders;

(c) post or transmit to or via this website any unlawful, threatening, defamatory, libellous, obscene, indecent or inflammatory material or any material that could give rise to civil or criminal proceedings;

(d) knowingly transmit any virus or other disabling or damaging feature to the website;

(e) interfere with, disrupt, or create an undue burden on the website or the associated systems;

(f) frame or mirror any part of the website without our written approval; or

(g) except to the extent permitted by law, modify, adapt, sublicense, translate, sell, reverse engineer, decipher, decompile or otherwise disassemble any portion of the website or cause any other person to do so.

5. In these terms:

- "you", "user" and "guest" means anyone who visits and/or uses this website.

- "staff member" means an individual who has been authorised to carry on the business of Elishi Home by the Elishi Home management team.

- a reference to a "third party" in these terms includes a reference to any agent or contractor of Elishi Home or of any of their related bodies corporate, and any person engaged by any of them, in the creation, provision or maintenance of the website or in the fulfilment of Orders made through the website, and includes any of them.

- a reference to the "website" means [www.elishihome.com](http://www.elishihome.com)

- "Order" means an offer made by you in response to an invitation to treat made by Elishi Home via the website.

## **2. User Agreement**

1. By accessing and/or using the website, you accept these terms and agree to be bound by them, and an agreement is formed between Elishi Home and you.

2. These Terms may be amended at any time without notice and your access to this website may be terminated at any time without notice. Your continued use of the website following such amendment of these Terms will represent an agreement by you to be bound by these Terms as amended. We recommend that you review the terms for amendments each time you use the website and before placing any Order. Should we choose to provide you with notice of amended terms, you agree to receive email notification of the amendments from us or our third party.

## **3. Legal Capacity**

1. You must be eighteen (18) years of age or over to purchase products from the website.

2. Any Order and/or purchase made by you using this website is an acknowledgement by you that you:

(i) are over the age of eighteen (18) years;

(ii) accept these terms;

(iii) agree that you have entered into a legal contract with Elishi Home in relation to these terms; and

(iv) these terms, together with your order, constitute the entire agreement between you and Elishi Home for the supply of products.

3. Elishi Home reserves the right to take legal action and seek compensation from the parent or guardian of a minor who causes an order to be placed, for any loss or damage Elishi Home may suffer as a result of a transaction entered into by a minor.

## **4. Orders**

1. Please choose carefully as refunds are not normally provided where you have simply changed your mind, made a wrong selection or simply found an item cheaper elsewhere. We recommend you carefully preview any proposed Orders before adding them to your shopping cart and proceeding with your Order.

2. Representations of products for sale made by Elishi Home via the website do not constitute an offer to sell but an invitation to treat.

3. You and Elishi Home may enter into a contract for the sale and supply of products by you making an offer via the website to purchase a product at the price advertised on the website by:

(i) placing an electronic Order for the products using the website;

(ii) you confirming the Order details in accordance with the procedure on the website;

(iii) you making payment in full (plus any applicable delivery charges) on the website as directed; and

(iv) the acceptance of that offer by Elishi Home.

4. When entering into a sale contract via the website, you will be taken to have communicated your offer to purchase the product(s) only when:

(i) any requirements set out in these terms have been met;

- (ii) the electronic instruction containing the offer from you is received by a staff member;
- (iii) a record is created and stored by a staff member; and
- (iv) Elishi Home receives in its account full payment from you for the product (including any applicable delivery and handling charges) and confirmation of that payment is received by Elishi Home.

5. You acknowledge that:

- (i) the transmission of your offer or the confirmation of any payment, made through an electronic instruction may not be received by Elishi Home for reasons beyond either parties' reasonable control including but not limited to, electronic failure, mechanical, software, computer, or telecommunications, or the omission or failure of third party website providers or systems;
- (ii) to the extent permitted by law, Elishi Home is not liable to you in any way for any loss or damage at all and however caused, arising directly or indirectly in connection with the transmission of an electronic instruction through the website, or any failure to receive an electronic instruction for whatever reason;
- (iii) Elishi Home may act on and process all completed electronic instructions transmitted or issued through the website without further consent from or reference to you; and
- (iv) Elishi Home may treat an electronic instruction as authentic and is under no obligation to investigate the authenticity or authority of persons issuing or transmitting such electronic instructions, or to verify the accuracy and completeness of such electronic instructions.

6. You will receive an email from Elishi Home as soon as practicable after you have made payment. If you have any questions regarding your Order you may contact Elishi Home at the contact email address provided on the website.

7. If your Order is not accepted by Elishi Home, for example where a product has already been sold, Elishi Home will notify you by email and arrange for a full refund of any payment made by you to be processed.

8. Elishi Home may, in its sole and absolute discretion, accept or reject any offer made by you for any reason (or no reason), including an error in the advertised price for, or description of, the products on the website, or an error in your Order.

9. Any representations made about stock availabilities are accurate to the last known stock level and are subject to change.

10. Elishi Home will be deemed to have accepted your Order when a payment receipt is made available on website for the sale and the fulfilment of your Order.

## **5. Price**

1. Prices shown are in Australian dollars and include GST where applicable. Prices do not include delivery and handling charges. Prices are subject to change.

2. Images of products shown without any advertised price beside that image are not offered for sale.

3. Unless otherwise stated, any accessories shown in any image of products are not included in the price.

4. We reserve the right to correct any errors published on the website.

## **6. Product Specifications and technical information**

Any advice, recommendation, information, technical information, specification, drawing, description, illustration, dimensions, assistance or service provided by Elishi Home in relation to any products is given in good faith and is believed by Elishi Home to be appropriate. However, any such advice, recommendation, information, technical information, specification, drawing, description, illustration, dimensions, assistance or service provided by Elishi Home in relation to any products supplied by Elishi Home is approximate only.

## **7. Payment**

1. All payments must be made in full prior to delivery.
2. Payments must be made via PayPal secure payment gateway facility accessible via the website and will, in addition to these terms, be subject to the terms and conditions of PayPal.

## **8. Supply and Delivery**

1. Subject to you complying with these Terms and acceptance of your Order by Elishi Home, Elishi Home will sell and supply the products to you as shown on your Order confirmation.
2. Products may not be available for immediate delivery. Elishi Home will endeavour to deliver your Order to you within ten (10) days of the date you placed your Order. (Please allow 3-4 days handling time and depending on your location 3-6 business days for Metropolitan areas for delivery.)
3. If Elishi Home gives you notice that it will be unable to deliver your Order within 10 business days of receipt of your Order, due to lack of stock, you may cancel your Order without charge, and Elishi Home will arrange for a full refund of any payment made by you to be processed.
4. Delivery times may be greater than 10 business days for regional or remote areas.

## **9. Delivery by Post or Carrier**

1. The terms of this clause apply where you select to have your goods delivered to a specified address.
2. The delivery address must be an address within Australia and cannot be a freight forwarding location. Deliveries cannot be made to PO Boxes.
3. On acceptance of your Order by Elishi Home, your Order will be dispatched to your specified delivery address generally within 10 business days of the date you placed your Order.
4. If you Order large or bulky items, Elishi Home will contact you by email to arrange with you a suitable time for delivery.
5. You will be required to be available in person to accept delivery of your Order.
6. Elishi Home will use its best endeavours to deliver your Order within any stated timeframes for dispatch, however Elishi Home does not warrant that these timeframes will always be met, as many factors may affect these timeframes.
7. You must advise at the time you place your Order via the website or later when you discuss delivery with Elishi Home, of any difficulties that may be involved in the delivery (such as stairs or narrow entries). If you do not state the situation correctly and on arrival the delivery contractor deems it to be a difficult location you will be liable for any extra charges including redelivery fees and the cost of an extra person to assist.
8. Elishi Home cannot and will not accept responsibility for delivery failures or delays by our third party delivery contractor(s).

## **10. Title and risk in goods**

Title and risk in the products, such as loss and damage, pass to you on delivery or collection, as the case may be.

## **11. PayPal and credit card fraud**

1. The website uses the PayPal secure payment gateway to secure your payment.
2. To the extent permitted by law, each of Elishi Home will not be responsible for any damages or consequential losses (whether direct or indirect) suffered by a user where a credit card or PayPal account is fraudulently used or is used in an unauthorised manner.

## **12. Disclaimer and Indemnity**

1. To the extent permitted by law, Elishi Home excludes all liability to you or anyone else for loss or damage of any kind (however caused or arising) relating in any way to the website including, but not limited to, loss or damage you might suffer as a result of:

- (i) errors, mistakes or inaccuracies on the website;
- (ii) you acting, or failing to act, on any information contained on or referred to on the website and/or any linked website;
- (iii) personal injury or property damage of any kind resulting from your access or use of the website;
- (iv) any unauthorised access to or use of the websites secure servers;
- (v) any interruption or cessation of transmission to or from the website;
- (vi) any bugs, viruses, trojan horses or other harmful code or communications which may be transmitted to or through the website by any third party; and/or
- (vii) the quality or fitness for any purpose of any linked sites.

2. Except as expressly provided in these terms, and to the fullest extent allowed by the law, Elishi Home and its third parties will not be liable for any direct, indirect, special, incidental or consequential damages arising out of your access to or use of the website.

3. You will at all times indemnify, and keep indemnified, Elishi Home and any third party contractors employed by Elishi Home, including its directors, officers, employees and agents from and against any loss (including reasonable legal costs and expenses on a full indemnity basis) or liability incurred or suffered by you or by any of them arising from any claim, demand, suit, action or proceeding by any person against you or them where such loss or liability arose out of, in connection with or in respect of your conduct or breach of these terms.

4. This clause is not intended to exclude or limit any rights which you may have under the *Competition and Consumer Act 2010* (Cth).

## **13. Order Enquiries**

1. If you have any query about the progress of your Order please contact Elishi Home at the email address provided on the website. Please have your Order number handy as shown on the email confirmation from PayPal.

## **14. Damaged or Faulty Products and Refund Policy**

1. If any product ordered by you arrives damaged or is not of acceptable quality you may have:

- (a) rights under the Refund Policy;
  - (b) legal rights and remedies in Australia under the Competition and Consumer Act 2010 and other rights under other consumer laws applying in each Australian State and Territory; and/or
  - (c) to have the product repaired or replaced or to receive a refund of the price paid by you for the product.
2. Please choose carefully as Elishi Home will generally not provide you with a refund or exchange simply because you changed your mind or the product was not what you expected.
  3. If your Order arrives damaged, please contact Elishi Home at the email address provided on the website.

## **15. Privacy and Personal Information**

1. The privacy of your personal information is important to Elishi Home.
2. Elishi Home and the third party services it uses may collect personal information directly from you when you place an Order, or when you contact Elishi Home. Personal information may include your name, residential and/or postal address, telephone number and email address.
3. Online payments are handled by Paypal. Elishi Home does not store your credit card or banking details. Please check the paypal.com.au websites for details of their privacy policies and security measures.
4. Elishi Home and its related bodies corporate and authorised third parties, may use your personal information for the purposes for which you give it to any of them and for their own internal purposes. You agree that Elishi Home and/or its third party may use your email address to send you messages concerning any Orders you place and information about the products sold via the website that Elishi Home thinks may be of interest to you. If you would prefer not to receive promotional or other material from Elishi Home or its third parties, please let us know and Elishi Home will respect your request. You also agree that Elishi Home may contact you by telephone, email or by other means to arrange delivery or collection of your Order.
5. You may request Elishi Home to remove your personal information from its database by emailing the email address provided on the website.

## **16. Force Majeure**

Elishi Home will not be liable for any delay in performing any of their obligations if such delay is caused by circumstances beyond their reasonable control, including but not limited to, failure of or interruption in the provision of essential services such as electricity supply, bank payment systems or postal deliveries.

## **17. Governing Law**

1. These terms will be governed by and interpreted in accordance with the laws of New South Wales, Australia and you irrevocably and unconditionally submit to the non-exclusive jurisdiction of the Courts of New South Wales, Australia. If any provision of these terms is found to be invalid or unenforceable by a court of law, such invalidity or unenforceability will not affect the remainder of this agreement, which will continue in full force and effect.
2. If you access the website in a jurisdiction other than New South Wales, Australia, you are responsible for compliance with the laws of that jurisdiction, to the extent that they apply. Elishi

Home makes no representations that the content of the website complies with the laws of any country outside Australia.

#### **18. Severability**

If any part of these terms are found to be void, invalid or unenforceable by a Court of NSW or the Commonwealth of Australia then that provision or part will be deemed to be severed from these terms and the remaining terms and provisions of these terms will remain in force and constitute the agreement between you and Elishi Home.

#### **19. Transfer and Assignment**

If Elishi Home merges, sells or otherwise change control of its business or this website to a third-party, Elishi Home reserves the right, without giving notice or seeking consent, to transfer or assign the personal information, content and rights that Elishi Home has collected from you and any agreements it has made with you.

#### **20. Waiver**

The failure by Elishi Home to exercise or enforce any right or provision under these terms will not constitute a waiver of such right or provision. Any waiver of any provision under these terms will only be effective if it is in writing and signed by Elishi Home.