

Terms and Conditions:

Access to and use of this Website and the products and services available through this Website (collectively, the "Services") are subject to the following terms, conditions and notices (the "Terms of Service"). By using the Services, you are agreeing to all the Terms of Service, as may be updated by us from time to time. You should check this page regularly to take notice of any changes we may have made to the Terms of Service.

Access to this Website is permitted on a temporary basis, and we reserve the right to withdraw or amend the Services without notice. We will not be liable if for any reason this Website is unavailable at any time or for any period. From time to time, we may restrict access to some parts or all of this

These Terms of Service incorporate our privacy policy, which sets out how we will use your information, can be found at [Privacy Policy](#). By using this Website, you consent to the processing described therein and warrant that all data provided by you is accurate.

You must not misuse this Website. You will not: commit or encourage a criminal offence; transmit or distribute a virus, trojan, worm, logic bomb or post any other material which is malicious, technologically harmful, in breach of confidence or in any way offensive or obscene; hack into any aspect of the Service; corrupt data; cause annoyance to other users; infringe upon the rights of any other person's proprietary rights; send any unsolicited advertising or promotional material, commonly referred to as "spam"; or attempt to affect the performance or functionality of any computer facilities of or accessed through this Website. We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of this Website or to your downloading of any material posted on it, or on any website linked to it.

The intellectual property rights in all software and content, including the Better Living Showcase and all other trademarks, trade names and logos made available to you on or through this Website remains the property of Better Living Showcase or its licensors and are protected by copyright laws and treaties around the world. All such rights are reserved by Better Living Showcase and its licensors. You may store, print and display the content supplied solely for your own personal use. You are not permitted to publish, manipulate, distribute or otherwise reproduce, in any format, any of the content or copies of the content supplied to you or which appears on this Website, nor may you use any such content in connection with any business or commercial enterprise.

By placing an order, you are offering to purchase a product on and subject to the following terms and conditions. All orders are subject to availability and confirmation of the order price.

Dispatch times may vary according to availability and any guarantees or representations made as to delivery times are subject to any delays resulting from postal delays or force majeure for which we will not be responsible.

a. Our Contract

- a. When you place an order, 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 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.

b. Pricing and Availability

a. Whilst we try and ensure that all details, descriptions and prices which appear on this Website are accurate, errors may occur. If we discover an error in the price of any goods which you have ordered, we will inform you of this as soon as possible and give you the option of reconfirming your order at the correct price or cancelling it. If we are unable to contact you, we will treat the order as cancelled. If you cancel and you have already paid for the goods, you will receive a full refund. Where applicable, prices are inclusive of GST. Delivery costs will be charged in addition; such additional charges are clearly displayed where applicable and included in the 'Total Cost'.

b. The Service may contain typographical errors or other errors or inaccuracies and may not be complete or current. We therefore reserve the right to correct any errors, inaccuracies or omissions and to change or update information at any time without prior notice. We reserve the right to refuse to fill any orders that you may place based on information on the Service that may contain errors or inaccuracies, including, without limitation, errors, inaccuracies or out-of-date information regarding pricing, shipping, payment terms, or return policies.

c. Payment

a. Our website accepts payments using Visa, MasterCard, Amex, PayPal. We will place a pre-authorisation charge of \$1 on your credit card for the first time it is entered on our website. Once your payment method has been validated, upon clicking "PLACE ORDER" we will debit your nominated form payment immediately for the full order amount. Pre-authorisation charges will clear within 3 - 5 working days after placing your order (depending on your banking or payment method's practices).

d. Disclaimer of Liability

The material displayed on this Website is provided without any guarantees, conditions or warranties as to its accuracy. Unless expressly stated to the contrary to the fullest extent permitted by law Better Living Showcase and its suppliers, content providers and advertisers hereby expressly exclude all conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity and shall not be liable for any damages whatsoever, including but without limitation to any direct, indirect, special, consequential, punitive or incidental damages, or damages for loss of use, profits, data or other intangibles, damage to goodwill or reputation, or the cost of procurement of substitute goods and services, arising out of or related to the use, inability to use, performance or failures of this Website and any materials posted thereon, irrespective of whether such damages were foreseeable or arise in contract, tort, equity, restitution, by statute, at common law or otherwise. This does not affect Better Living Showcase's liability for death or personal injury arising from its negligence, nor for fraudulent misrepresentation, misrepresentation as to a fundamental matter or any other liability which cannot be excluded or limited under applicable law.

e. Linking to this Website

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

You must not establish a link from any website that is not owned by you.

This Website must not be framed on any other site, nor may you create a link to any part of this Website other than the home page. We reserve the right to withdraw linking permission without notice.

f. Links from other Websites

If we link to other websites, we take no responsibility for the content of, and make no representations as to the accuracy of any third-party websites we may link to from this Website.

g. Indemnity

You agree to indemnify, defend and hold harmless Better Living Showcase, its directors, officers, employees, consultants, agents, and affiliates, from any and all third party claims, liability, damages and/or costs (including, but not limited to, legal fees) arising from your use this Website or your breach of the Terms of Service.

h. Variation

Better Living Showcase shall have the right in its absolute discretion at any time and without notice to amend, remove or vary the Services and/or any page of this Website.

i. Complaints

We operate a complaint handling procedure which we will use to try to resolve disputes when they first arise: **please let us know** if you have any complaints or comments.

j. 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 conditions.

k. Governing Law and Jurisdiction

These terms and conditions are to be construed in accordance with the laws of Western Australia and in the event of any dispute or claim associated with these terms and conditions, that dispute or claim shall be subject to the exclusive jurisdiction of Western Australia.

l. Entire Agreement

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