

SPIRIT OF MANDALA

WEBSITE TERMS AND CONDITIONS

In these terms and conditions, “we” “us” and “our” refers to Spirit of Mandala. Your access to and use of all information on this website including purchase of our product/s is provided subject to the following terms and conditions. The information is intended for residents of Australia only.

We reserve the right to amend this Notice at any time and your use of the website following any amendments will represent your agreement to be bound by these terms and conditions as amended. We therefore recommend that each time you access our website you read these terms and conditions.

Our Website Services

1. All prices are in Australian Dollars (AUD) and are inclusive of GST. We endeavour to ensure that our price list is current. Our price list can be accessed from our home page and we reserve the right to amend our prices at any time.

Product Descriptions

2. We strive to ensure that our products are described as accurately as possible on our website, however we do not warrant that the description is accurate. Where we become aware of any misdescription, we reserve the right to correct any error or omission.
3. Images have been provided for illustrative purposes only and we do not guarantee that any image will reproduce in true colour nor that any given image will reflect or portray the full design or options relating to that product.

Product Orders

4. We endeavour to ensure that our product list is current however we give no undertaking as to the availability of any product advertised on our website.
5. All prices are in Australian Dollars (AUD) and are inclusive of GST. Our price list can be accessed from our home page and we reserve the right to amend our prices at any time.
6. Shipping may be an additional charge, calculated at time of purchase.
7. When you order from us, we require you to provide your name, address for delivery, your email address, telephone contact and credit card details. We undertake to take due care with this information; however in providing us with such information you accept that we are not liable for its misuse due to error in transmission or virus or malware.
8. Delivery of your ordered product/s will be as set out on our website. Title in the goods passes to you when we have received payment.
9. All risk of loss or damage to the goods passes to you when we despatch the goods.

Product Returns

10. We undertake to reimburse you for any product delivered to you that is defective. If you wish to return a defective product, you must notify us through our designated “contact” webpage.
11. If we are unable at the time of return to replace or exchange returned goods, we undertake to reimburse your credit card for the amount initially debited for the purchase including shipping charges.

Site Access

12. When you visit our website, we give you a limited licence to access and use our information for personal use.

13. Except as permitted under the *Copyright Act* 1968 (Cth), you are not permitted to copy, reproduce, republish, distribute or display any of the information on this website without our prior written permission.
14. The licence to access and use the information on our website does not include the right to use any data mining robots or other extraction tools. The licence also does not permit you to metatag or mirror our website without our prior written permission. We reserve the right to serve you with notice if we become aware of your metatag or mirroring of our website.

Hyperlinks

15. Linking our website is not permitted. We reserve the right to serve you with notice if we become aware of such linking.

Intellectual Property Rights

16. The copyright to all content on this website including applets, graphics, images, layouts and text belongs to us or we have a licence to use those materials.
17. All trade marks, brands and logos generally identified either with the symbols TM or ® which are used on this website are either owned by us or we have a licence to use them. Your access to our website does not license you to use those marks in any commercial way without our prior written permission.

Disclaimers

18. Whilst we have taken all due care in providing the information on our website and it is provided in good faith, we do not provide any warranty either express or implied including without limitation that it will be error free, warranties of title or implied warranties of merchantability or fitness for a particular purpose.
19. To the extent permitted by law, any condition or warranty which would otherwise be implied into these terms and conditions is excluded.
20. We also take all due care in ensuring that our website is free of any virus, worm, Trojan horse and/or malware, however we are not responsible for any damage to your computer system or any other loss, damage or cost which arises in connection with your use of our website or any linked website.

Statutory Guarantees and Warranties to Consumers

21. Schedule 2 of the Competition and Consumer Act 2010 (“**C&C Act**”) defines a consumer. Under the C&C Act we are a supplier of either goods or services or both to you, and as a consumer the C&C Act gives you statutory guarantees.
22. If you are a consumer within the meaning of Schedule 2 of the C&C Act of our goods or services then we give you a warranty that at the time of supply of those goods or services to you, if they are defective then:-
 - (i) We will repair or replace the goods or any part of them that is defective; or
 - (ii) Provide again or rectify any services or part of them that are defective; or
 - (iii) Wholly or partly recompense you if they are defective.

Limitation of Liability

23. If you are not a consumer within the meaning of Schedule 2 of the C&C Act then this clause applies to you. If you are a consumer within the meaning of the C&C Act then this clause has no effect whatsoever to in any way to limit our liability or your rights. If you are not a consumer:-
 - (i) To the full extent permitted by law, our liability for breach of an implied warranty or condition is limited to the supply of the services again or payment of the costs of having those services supplied again.

- (ii) We accept no liability for any loss whatsoever including consequential loss suffered by you arising from services we have supplied.

Indemnity

- 24. By accessing our website, you agree to indemnify and hold us harmless from all claims, actions, damages, costs and expenses including legal fees arising from or in connection with your use of our website.

Jurisdiction

- 25. These terms and conditions are to be governed by and construed in accordance with the laws of Tasmania, Australia and any claim made by either party against the other which in any way arises out of these terms and conditions will be heard in Tasmania and you agree to submit to the jurisdiction of those Courts.
- 26. If any provision in these terms and conditions is invalid under any law the provision will be limited, narrowed, construed or altered as necessary to render it valid but only to the extent necessary to achieve such validity. If necessary the invalid provision will be deleted from these terms and conditions and the remaining provisions will remain in full force and effect.

Privacy

- 27. We undertake to take all due care with any information which you may provide to us when accessing our website. However, we do not warrant and cannot ensure the security of any information which you may provide to us. Information you transmit to us is entirely at your own risk although we undertake to take reasonable steps to preserve such information in a secure manner.