

These terms and conditions regulate the business relationship between you and us. By using Our Website in any way, or by buying from us, you agree to be bound by them.

Terms and Conditions

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Website terms and conditions: goods to consumers, payment online

These terms and conditions regulate the business relationship between you and us. By using Our Website in any way, or by buying from us, you agree to be bound by them.

No person under the age of 16 years may purchase Goods. If you are under 16, please confer with an adult to make your purchase.

We are: Smarter Home Automation Pty Ltd

You are: a visitor to our website / our customer

The terms and conditions

1 Definitions

In this agreement:

“Carrier” means any person or business contracted by us to carry Goods from us to you, whether all or part of the distance.

“Consumer” means any natural person who, in connection with this agreement, is acting for purposes which are outside his business.

“Our Website” means the entire computing hardware and software installation that is or supports Our Website.

“Goods” means any of the Goods we offer for sale on our website

“Content” means any material in any form published on our website by us or any third party with our consent.

“Material” means Content of any sort posted by you on Our Website

2 Our contract with you

These terms and conditions apply:

2.1 So far as the context allows, to you as a visitor to Our Website; and

2.2 in any event to you as a buyer or prospective buyer of our Goods.

2.3 We shall accept your order by e-mail confirmation. That is when our contract is made.

2.4 We may change these terms from time to time. The terms that apply to you are those posted here on Our Website on the day you order Goods.

2.5 Unfortunately, we cannot guarantee that Goods advertised on our website are available.

2.6 If we do not have all of the Goods you order in stock, we will offer you alternatives. If this happens you may:

2.6.1 accept the alternatives we offer;

2.6.2 cancel all or part of your order;

2.7 If in future, you buy Goods from us under any arrangement which does not involve your payment via Our Website, these terms still apply.

2.8 If we owe you money on account of your cancellation, we will credit your credit or debit card as soon as reasonably practicable but in any event no later than 30 days from the date of cancellation of your order.

3 Your account with us

3.1 You agree that you have provided, and will continue to provide accurate, up to date, and complete information about yourself. We need this information to provide you with the Goods.

3.2 If you use the website, you are responsible for maintaining the confidentiality of your account and password and for preventing any unauthorised person from using your computer.

3.3 You agree to accept responsibility for all activities that occur under your account or password. You should tell us immediately if you believe some person has accessed your account without your authority and also log in to your account and change your password.

3.4 We reserve the right to refuse you access to Our Website.

4 Price and Payment

4.1 We endeavour to keep our website and catalogue prices updated and accurate but it is possible that the price may have increased from that published. If that happens, we will not send your order until you have confirmed that you wish to order at the new price.

4.2 Banking charges by the receiving bank on payments to us will be borne by us. All other charges relating to payment in a currency other than Australian Dollars will be borne by you.

4.3 Any information given by us in relation to exchange rates are approximate only and may vary from time to time.

4.4 Prices include Australian good and service tax. If you show by your delivery address

that you reside outside Australia, GST will be deducted at the payment point.

OR

4.4 Prices include Australian good and service tax. If you show by your delivery address that you reside Australia, we will refund to you the amount charged as GST.

5 Delivery

5.1 Deliveries will be made by post / a carrier instructed by us to the address stipulated in your order. You must ensure that someone is present to accept delivery.

5.2 If we are unable to deliver your order after two calls by our carrier, we will notify you to try to arrange an alternative date for delivery, convenient to you. If we have failed to contact you after 10 days from the first time we attempted delivery, we will cancel your order and return money paid for the goods. We will retain any charge we made for delivery.

5.3 If we ourselves are not able to deliver your Goods within 20 days of the date of your order, we shall notify you by e-mail to arrange a later date for delivery and giving you the option of cancelling your order.

5.4 We may deliver the Goods in instalments if they are not all available at the same time for delivery.

5.5 Goods are sent at our risk until signed for by you or by any other person at the address you have given to us.

5.6 Goods are sent by post. We will send you a message by email to tell you when we have despatched your order.

5.7 Please note that delivery times can be delayed due to unforeseen circumstance that are out of our control such as changes in shipping schedules, strikes, carrier delays etc. The timely and safe arrival of your purchase is important to us and we apologise in advance for any delays that may be experienced.

6 Cancellation of order

6.1 You may cancel your order at any time before we despatch your order.

6.2 Details of our after-sales service and guarantees, if any, are given on our website / in our catalogue.

6.3 If you cancel before we have sent the Goods, we will refund to you the price of the Goods and the cost of delivery, if any a 15%

6.4 If you cancel after we have despatched the Goods, we will refund the price of the goods only.

6.5 The option to cancel your order is not available if the Goods are:

6.5.1 Custom Made (Not an off the shelf product)

6.5.2 made or altered to your specification;

6.5.3 Repairs

6.6 If you cancel your order after we have despatched the Goods, you must return them to us within 7 days in the same condition in which you received them. We cannot refund your money if the Goods have been used, worn or damaged.

6.7 You are responsible for the cost of returning them.

6.8 To assist us in identifying your Goods on receipt by us, we ask you to telephone 1300 853 490 for a returns reference to be placed below our address / returns label.

6.9 If you fail to return the goods, within 14 days, we are entitled to arrange for their collection. If we do we shall look to you to repay us the cost of collection.

6.10 We will refund your money within 30 days.

6.11 This paragraph does not affect your rights in the event that the Goods are faulty.

7 Foreign taxes, duties and import restrictions

7.1 If you are not in Australia, we have no knowledge of, and no responsibility for, the laws in your country.

7.2 You are responsible for purchasing Goods which you are lawfully able to import and for the payment of import duties and taxes of any kind levied in your country.

8 Goods returned

8.1 If for any reason you are not completely happy with your purchase, just contact us within 14 days, and we will refund your purchase price minus a restocking Fee 15%.

OR

8.1 Our most important task is to ensure your absolute satisfaction. We will always strive to reach that target. However, we acknowledge that mistakes are made occasionally. This paragraph covers that possibility. If you are not wholly satisfied with the Product, please tell us at the earliest opportunity:

8.1.1 exactly what is the fault;

8.1.2 the date, if relevant, when the fault became apparent;

8.1.3 when and how you discovered the fault;

8.1.4 how the fault affected your use of the Goods;

8.2 To do this, it is essential that you follow the instructions below. These provisions apply in the event that you return Goods to us because you say they are faulty:

8.3 You must tell us by email message to sales@gatesplus.com.au or by letter to our land address at the top of this agreement, you that you would like to return goods, specifying exactly what goods and when purchased, and giving full details of the defect or other reason for return. We will then issue a returns note. If you send goods to us without a returns note, we may not be able to identify sufficient details to enable us to attend to your complaint.

8.4 The Goods must be returned to us as soon as any defect is discovered.

8.5 So far as possible, Goods should be returned:

8.5.1 with both goods and all packaging as far as possible in their original condition;

8.5.2 securely wrapped;

8.5.3 including our delivery slip;

8.5.4 at your risk and cost.

OR

The procedure for return of Goods is set out on our website. If you do not follow this procedure, we may be unable to identify you as the sender of the goods.

9 Disclaimers

9.1 We or our Content suppliers may make improvements or changes to Our Website, the Content, or to any of the Goods, at any time and without advance notice.

9.2 You are advised that Content may include technical inaccuracies or typographical errors. This is inevitable in any large website. We would be grateful if you bring to our immediate attention, any that you find.

9.3 We give no warranty and make no representation, express or implied, as to:

9.3.1 the adequacy or appropriateness of the Goods for your purpose;

9.3.2 the truth of any Content on Our Website published by someone other than us;

9.3.3 any implied warranty or condition as to merchantability or fitness of the Goods for a purpose other than that for which the Goods are commonly used;

9.3.4 compatibility of Our Website with your equipment, software or telecommunications connection.

9.4 Our Website contains links to other Internet websites outside our power and control. You acknowledge and agree that we shall not be liable in any way for the Content of any such linked website, nor for any loss or damage arising from your use of any such website.

9.5 We are not liable in any circumstances for special, indirect or consequential loss or any damages whatsoever resulting from loss of use, loss of data or loss of revenues or profits, whether in an action of contract, negligence or otherwise, arising out of or in connection with your use of Our Website or the purchase of Goods.

9.6 In any event, including the event that any term or condition or obligation on our part ("Implied Term") is implied into these conditions by law, then our liability is limited to the maximum extent permitted by law, to the value of the goods or services you have purchased.

9.7 The above two sub paragraphs do not apply to a claim for personal injury.

10 Content and Intellectual Property Rights

10.1 We will defend the intellectual property rights in connection with our Goods and Our Website, including copyright in the Content whether provided by us or by any other content provider (including copyright in: text, graphics, logos, icons, images, audio clips, digital downloads, data, and software).

10.2 We also claim copyright in the designs and compilation of all Content of Our Website. Title, ownership rights, and shall remain the sole property of us and / or the other content provider. We will strongly protect those rights in all countries.

10.3 Except as set out below, you may not copy, modify, publish, transmit, transfer or sell, reproduce, create derivative works from, distribute, perform, display, or in any way exploit any of the Content, in whole or in part.

10.4 You may not use our name or logos or trademarks or any other Content on any website of yours or that of any other person.

10.5 Subject to the other terms of this agreement, you may download or copy Content only for your own personal use, provided that you maintain all copyright and other notices contained in it. You may not store electronically any significant portion of any

Content.

11 Your email address

11.1 You represent that any username or email address selected by you, when used alone or combined with a second or third level domain name, does not interfere with the rights of any third party and has not been selected for any unlawful purpose.

11.2 You acknowledge and agree that if we believe such selection does interfere with the rights of any third party or is being selected for any unlawful purpose, we may immediately suspend the use of such name or email address, and you will indemnify us for any claim or demand that arises out of your selection.

11.3 You acknowledge and agree that we shall not be liable to you in the event that we are ordered or required by a court or judicial authority, to desist from using or permitting the use of a particular domain name as part of a name or email address.

12 Your Material

12.1 If you post any Material in Our Website, you warrant that you own the copyright in it and you accept all risk and responsibility for it. You grant to us the right to edit, copy, publish, distribute, translate and otherwise use it in any medium and for any purpose.

12.2 You agree that if you do post any Material on Our Website, in doing so, you grant to us a non-exclusive, irrevocable, royalty-free, right in perpetuity to use that Material in any way whatever, throughout the World in any medium. You agree to waive your right to be identified as the author and your right to object to derogatory treatment of your Material.

12.3 You agree to perform all further acts necessary to perfect any of the above rights granted by you to us, including the execution of deeds and documents, at our request.

12.4 You represent and warrant that:

12.4.1 you own the rights to all of the Material that you post;

12.4.2 any fact stated in your Material is accurate;

13 System Security

13.1 We will do our best to maintain Our Website so that you have constant use, but there will be times when your use may be interrupted.

13.2 You agree that you will not, and will not allow any other person to violate or attempt to violate any aspect of the security of Our Website.

13.3 You may not use any software tool for the purpose of extracting data from our website.

13.4 You understand that any such violation is unlawful in many jurisdictions and that any contravention of law may result in criminal prosecution.

14 Acceptable use Policy

As a condition of your use of Our Website, you agree to comply with these provisions:

14.1 You will not use or allow anyone else to use the Web Site to post or otherwise

publish:

14.1.1 copyright works;

14.1.2 commercial audio, video or music files;

14.1.3 any Material which violates the law of any established jurisdiction;

14.1.4 unlicensed software;

14.1.5 software which assists in or promotes: emulators, phishing, hacking, password cracking, IP spoofing;

14.1.6 links to any of the material specified in this paragraph;

14.1.7 pornographic Material;

14.1.8 any Material promoting discrimination or animosity to any person on grounds of gender, race or colour.

14.2 You will not use the Services for spamming. Spamming includes, but is not limited to:

14.2.1 The bulk sending of unsolicited messages, or the sending of unsolicited emails which provoke complaints from recipients;

14.2.2 The sending of junk mail;

14.2.3 The use of distribution lists that include people who have not given specific permission to be included in such distribution process;

14.2.4 Excessive and repeated posting off-topic messages to newsgroups;

14.2.5 Excessive and repeated cross-posting;

14.2.6 Email harassment of another Internet user, including but not limited to, transmitting any threatening, libellous or obscene Material, or Material of any nature which could be deemed to be offensive;

14.2.7 The emailing of age inappropriate communications or content to anyone under the age of 18.

15 Indemnity

You agree to indemnify us against any claim or demand, including reasonable lawyers' fees, made by any third party due to or arising in any way out of your use of Our Web Site, your posting any Material, or the infringement by you, or by any other person using your computer, of any intellectual property or other right of any person.

16 Miscellaneous provisions

16.1 When we communicate with you we do so by email. You agree that email communications are contractually binding in the same way as properly signed and dated paper sent by post.

16.2 Where we provide goods or services without specific charge to you, then it (or they) is deemed to be provided free of charge, and not to be associated with any other goods or service for which a charge is made. Accordingly, there is no contractual nor other obligation upon us in respect of those goods or service.

16.3 Nothing in this agreement or on Our Website shall confer on any third party any benefit or obligation.

16.4 If any of these terms is at any time held by any jurisdiction to be void, invalid or unenforceable, then it shall be treated as changed or reduced, only to the extent

minimally necessary to bring it within the laws of that jurisdiction and to prevent it from being void and it shall be binding in that changed or reduced form. Subject to that, each provision shall be interpreted as severable and shall not in any way affect any other of these terms.

16.5 No waiver by us, in exercising any right, power or provision in this agreement shall operate as a waiver of any other right or of that same right at a future time; nor shall any delay in exercise of any power or right be interpreted as a waiver.

16.6 In the event of a dispute arising out of or in connection with these terms or any contract between you and us, then you agree to attempt to settle the dispute by engaging in good faith with us in a process of mediation before commencing arbitration or litigation.

16.7 We are not liable for any breach of our obligations resulting from causes beyond our reasonable control including strikes of our own employees.

16.8 This Agreement shall be governed by and construed in accordance with the law of Australia. This agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is hereby expressly excluded.

(Disclaimer: - It is the responsibility of the installer to ensure that the item purchased is suitable for its intended use, that they use it in the manner for which it was designed and in compliance with any legislation in force – We will not be held responsible for any injury, damage or loss associated with the purchase or use of this equipment however caused.)

Dated 21/2/2019