

In these terms and conditions, “we” “us” and “our” refers to Jazminbell. Your access to and use of all information on this website including purchase of our service/s is provided subject to the following terms and conditions. The information is intended to be compliant with the standards with the Australian Consumer (ACCC) which protects consumers in Australia but applies to consumers in other countries as well.

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.

acceptable use

You must not use this website in any way that causes, or may cause, damage to the website or impairment of the availability or accessibility of the website; or in any way which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.

You must not use this website to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software.

You must not conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction and data harvesting) on or in relation to this website without express written consent.

You must not use this website to transmit or send unsolicited commercial communications.

You must not use this website for any purposes related to marketing without express written consent.

website service

Our services are provided to adults over the age of eighteen 18 years. By proceeding to purchase through our website, you acknowledge that you are over 18 years of age.

All prices are in Australian Dollars (AUD) and are exclusive of GST. We endeavour to ensure that our price list is up to date and can be accessed using the menu at the top of the site. We reserve the right to amend our prices at any time. If you have placed an order, we undertake to fulfil your order at the price listed at the time you ordered.

site access

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

You are permitted to download a copy of the information on this website to your computer for your personal use only provided that you do not delete or change any copyright symbol, trade mark or other proprietary notice. Your use of our content in any other way infringes our intellectual property rights. Except as permitted under the Copyright Act 1968, you are not permitted to copy, reproduce, republish, distribute or display any of the information on this website without our prior written permission.

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.

restricted access

Access to certain areas of this website is restricted. The website reserves the right to restrict access to specific areas of this website, or information within the website, at our discretion.

If we provide you with a user ID and password to enable you to access restricted areas of this website or other content or services, you must ensure that the user ID and password are kept confidential.

Jazminbell may disable your user ID and password with an administrator’s sole discretion. Where such activity has occurred we will endeavour to provide notice or an explanation if it is immediate. Such decision will be based on the contravention of the terms and conditions of the website.

hyperlinks

This website may from time to time contain hyperlinks to other websites. Such links are provided for convenience only and we take no responsibility for the content and maintenance of or privacy compliance by any linked website. Any hyperlink on our website to another website does not imply our endorsement, support, or sponsorship of the operator of that website nor of the information and/or products which they provide.

unenforceable provisions

If any provision of this website disclaimer is, or is found to be, unenforceable under applicable law, that will not affect the enforceability of the other provisions of this website disclaimer.

indemnity

You hereby indemnify Jazminbell against any losses, damages, costs, liabilities and expenses (including without limitation legal expenses and any amounts paid to a third party in settlement of a claim or dispute on the advice of any legal advice incurred or suffered arising out of any breach by you of any provision of these terms and conditions, or arising out of any claim that you have breached any provision of these terms and conditions.

variation

Jazminbell may revise these terms and conditions from time-to-time. Revised terms and conditions will apply to the use of this website from the date of the publication of the revised terms and conditions on this website. Please check this page regularly to ensure you are familiar with the current version.

assignment

Jazminbell may transfer, sub-contract or otherwise deal with legal rights and/or obligations under these terms and conditions without notifying you or obtaining your consent.

You must use the website as a legally authorised representative of an entity or for yourself as registered. You may not transfer or otherwise use the website with a third party acting on your behalf or provide misleading information to avoid obligations under these terms and conditions.

severability

If a provision of these terms and conditions is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.

law and jurisdiction

These terms and conditions will be governed by and construed in accordance with the Australian Competition and Consumer Commission for online services and products, and any disputes relating to these terms and conditions will be subject to the non-exclusive jurisdiction of the courts of Australia.

Where products are sold to residents of countries outside Australia, we will endeavour to comply with local obligations for legal responsibilities as an online seller. In such cases that our products and services are not compliant we will provide support to meet these obligations on an individual basis and will improve our terms and conditions as we are made aware of these infringements for future compliance.

registrations and authorisations

Trade marks exist for the protection of intellectual property of the Jazminbell brand and the selected media prints including the logo and styles used in products. You can find the online version of the register at <https://www.ipaustralia.gov.au>

Jazminbell Australian Business Registration number is 34 309 602 778.
Jazminbell is registered with IP Australia. Trade Mark number 15 808 09.

shipping

All current information regarding shipping is provided on the 'faqs' page which can be found using the website link <http://www.jazminbell.com.au/faqs>

By ordering from our website you understand that we will not be responsible for any custom, taxes or duty charges incurred by the shipping of our products including all parcels delivered within Australia or internationally as of 1st December 2016. Our products may not be accepted within every region and we recommend checking that your order can be delivered within your location before making a purchase.

All orders will be shipped to the address provided upon checkout unless you have contacted us to provide new details. If we are required to re-deliver a parcel because the address you provided with your order was incorrect, you may be asked to pay for the shipping costs incurred.

product imagery and descriptions

All images displayed on the site are owned by Jazminbell or have been used with permission. We ask that all images and related content are not reproduced without written consent. We strive to do our best to make sure that all colours and product descriptions are true to the 'real' product. Colours may differ slightly in depiction from different monitors, devices and screens.

Due to the handmade nature of our products there will be slight variations within each product. This includes the placement of fabric patterns and prints. All size and weight measurements in the description are approximates only. If you have any concerns we advise contacting us before placing your order.