

MACKAY SPA SHED

2 David Muir St, Slade Point Qld 4740
07 4955 4199 | info@mackayspashed.com.au

WEBSITE TERMS & CONDITIONS

1. About the Website

- 1.1. Welcome to www.mackayspashed.com.au (**Website**). The Website provides an opportunity to browse the site and Mackay Spa Shed products and services (**Services**).
- 1.2. The Website is operated by MJ and EL Dwyer Holdings Pty Ltd (ABN: 93 667 027 974) t/a Mackay Spa Shed of 2 David Muir Street, Slade Point QLD 4740 (**Mackay Spa Shed**). Access to and use of the Website, or any of its associated Products or Services, is provided by Mackay Spa Shed. Please read these terms and conditions (**Terms**) carefully. By using, browsing and/or reading the Website, this signifies that you have read, understood and agree to be bound by the Terms. If you do not agree with the Terms, you must cease usage of the Website, or any of Services, immediately.
- 1.3. Mackay Spa Shed reserves the right to review and change any of the Terms by updating this page at its sole discretion. When Mackay Spa Shed updates the Terms, it will use reasonable endeavours to provide you with notice of updates to the Terms. Any changes to the Terms take immediate effect from the date of their publication. Before you continue, we recommend you keep a copy of the Terms for your records.

2. Acceptance of the Terms

You accept the Terms by remaining on the Website.

3. Copyright and Intellectual Property

- 3.1. The Website, the Services and all of the related products of Mackay Spa Shed are subject to copyright. The material on the Website is protected by copyright under the laws of Australia and through international treaties. Unless otherwise indicated, all rights (including copyright) in the Services and compilation of the Website (including but not limited to text, graphics, logos, button icons, video images, audio clips, Website, code, scripts, design elements and interactive features) or the Services are owned or controlled for these purposes, and are reserved by Mackay Spa Shed or its contributors.
- 3.2. All trademarks, service marks and trade names are owned, registered and/or licensed by Mackay Spa Shed, who grants to you a worldwide, non-exclusive, royalty-free, revocable license whilst you are a Member to:
 - (a) use the Website pursuant to the Terms;
 - (b) copy and store the Website and the material contained in the Website in your device's cache memory; and
 - (c) print pages from the Website for your own personal and non-commercial use.
- 3.3. Mackay Spa Shed does not grant you any other rights whatsoever in relation to the Website or the Services. All other rights are expressly reserved by Mackay Spa Shed.
- 3.4. Mackay Spa Shed retains all rights, title and interest in and to the Website and all related Services. Nothing you do on or in relation to the Website will transfer to you any:
 - (a) business name, trading name, domain name, trade mark, industrial design, patent, registered design or copyright, or
 - (b) a right to use or exploit a business name, trading name, domain name, trade mark or industrial design, or
 - (c) a thing, system or process that is the subject of a patent, registered design or copyright (or an adaptation or modification of such a thing, system or process),
- 3.5. You may not, without the prior written permission of Mackay Spa Shed and the permission of any other relevant rights owners: broadcast, republish, up-load to a third party, transmit, post, distribute, show or play in public, adapt or change in any way the Services or third party Services for any purpose, unless otherwise provided by these Terms. This prohibition does not extend to materials on the Website, which are freely available for re-use or are in the public domain.

4. Privacy

- 4.1. Mackay Spa Shed takes your privacy seriously and any information provided through your use of the Website and/or Services are subject to Mackay Spa Shed's Privacy Policy, which is available on the Website.

5. General Disclaimer

- 5.1. Nothing in the Terms limits or excludes any guarantees, warranties, representations or conditions implied or imposed by law, including the Australian Consumer Law (or any liability under them) which by law may not be limited or excluded.
- 5.2. Subject to this clause, and to the extent permitted by law:

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- (a) all terms, guarantees, warranties, representations or conditions which are not expressly stated in the Terms are excluded; and
 - (b) Mackay Spa Shed will not be liable for any special, indirect or consequential loss or damage (unless such loss or damage is reasonably foreseeable resulting from our failure to meet an applicable Consumer Guarantee), loss of profit or opportunity, or damage to goodwill arising out of or in connection with the Services or these Terms (including as a result of not being able to use the Services or the late supply of the Services), whether at common law, under contract, tort (including negligence), in equity, pursuant to statute or otherwise.
- 5.3. Use of the Website and the Services is at your own risk. Everything on the Website and the Services is provided to you "as is" and "as available" without warranty or condition of any kind. None of the affiliates, directors, officers, employees, agents, contributors and licensors of Mackay Spa Shed make any express or implied representation or warranty about the Services or any products or Services (including the products or Services of Mackay Spa Shed) referred to on the Website. includes (but is not restricted to) loss or damage you might suffer as a result of any of the following:
- (a) failure of performance, error, omission, interruption, deletion, defect, failure to correct defects, delay in operation or transmission, computer virus or other harmful component, loss of data, communication line failure, unlawful third party conduct, or theft, destruction, alteration or unauthorised access to records;
 - (b) the accuracy, suitability or currency of any information on the Website, the Services, or any of its Services related products (including third party material and advertisements on the Website);
 - (c) costs incurred as a result of you using the Website, the Services or any of the products of Mackay Spa Shed; and
 - (d) the Services or operation in respect to links which are provided for your convenience.
- 6. Limitation of liability**
- 6.1. Mackay Spa Shed's total liability arising out of or in connection with the Services or these Terms, however arising, including under contract, tort (including negligence), in equity, under statute or otherwise, will not exceed the resupply of the Services to you.
- 6.2. You expressly understand and agree that Mackay Spa Shed, its affiliates, employees, agents, contributors and licensors shall not be liable to you for any direct, indirect, incidental, special consequential or exemplary damages which may be incurred by you, however caused and under any theory of liability. This shall include, but is not limited to, any loss of profit (whether incurred directly or indirectly), any loss of goodwill or business reputation and any other intangible loss.
- 7. Venue and Jurisdiction**
- The Services offered by Mackay Spa Shed is intended to be viewed by residents of Australia. In the event of any dispute arising out of or in relation to the Website, you agree that the exclusive venue for resolving any dispute shall be in the courts of Queensland, Australia.
- 8. Governing Law**
- The Terms are governed by the laws of Queensland, Australia. Any dispute, controversy, proceeding or claim of whatever nature arising out of or in any way relating to the Terms and the rights created hereby shall be governed, interpreted and construed by, under and pursuant to the laws of Queensland, Australia, without reference to conflict of law principles, notwithstanding mandatory rules. The validity of this governing law clause is not contested. The Terms shall be binding to the benefit of the parties hereto and their successors and assigns.
- 9. Independent Legal Advice**
- Both parties confirm and declare that the provisions of the Terms are fair and reasonable and both parties having taken the opportunity to obtain independent legal advice and declare the Terms are not against public policy on the grounds of inequality or bargaining power or general grounds of restraint of trade.
- 10. Severance**
- If any part of these Terms is found to be void or unenforceable by a court of competent jurisdiction, that part will be severed and the rest of the Terms shall remain in force.