

WEBSITE TERMS AND CONDITIONS

Please take the time to read these terms and conditions. By using Our Website and the Services and information offered on Our Website, you are agreeing to these terms and conditions. In using this website you are deemed to have read and agreed to the following terms and conditions.

DEFINITIONS

Services mean the supply of bakery or catering products and accessories offered on the Website.

the Website means the website www.countrywidebakery.com.au

The Company / Ourselves / Our / We / Us etc means Karen Stanley trading as Countrywide Bakery and Catering Essentials and any affiliates, employees, officers, agents or assigns.

The Client, / You / Your etc means you, the person or customer accessing this website and accepting Countrywide Bakery and Catering Essentials Sales terms and conditions.

ACCURACY OF CONTENT

We have taken proper care and precautions to ensure that the information we provide on this Website is accurate. However, we cannot guarantee, nor do we accept any legal liability arising from or connected to, the accuracy, reliability, currency or completeness of anything contained on this Website or on any linked site.

USE

The Website is made available for your use on your acceptance and compliance with these terms and conditions. By using this Website, you are agreeing to these terms and conditions. You agree that you will use this Website in accordance with all applicable local, state, national and international laws, rules and regulations.

You agree that you will not use, nor will you allow or authorise any third party to use, the Website for any purpose that is unlawful, defamatory, harassing, abusive, fraudulent or obscene way or in any other inappropriate way or in a way which conflicts with the Website or the Services.

GOVERNING LAW

These terms and conditions are governed by and construed in accordance with the laws of Queensland, Australia. Any disputes concerning this website are to be resolved by the courts having jurisdiction in Queensland. We retain the right to bring proceedings against you for breach of these Terms and Conditions, in your country of residence or any other appropriate country or jurisdiction.

INFORMATION COLLECTION

Use of information you have provided us with, or that we have collected and retained relating to your use of the Website and/or our Services, is governed by our Privacy Policy. By using this Website and the Services associated with this Website, you are agreeing to the Privacy Policy. To can view our Privacy Policy and read more about why we collect personal information from you and how we use that information.

CONFIDENTIALITY

All personal information you give us will be dealt with in a confidential manner in accordance with our Privacy Policy. However, due to circumstances outside of our control, we cannot guarantee that all aspects of your use of this Website will be confidential due to the potential ability of third parties to intercept and access such information.

YOUR ACCOUNT

To purchase from us you must establish an account on this website.

We retain absolute discretion to refuse to allow an account to be established, to terminate accounts, to remove or edit content where the account has not been kept in accordance with these terms and conditions.

It is your responsibility to provide your exact email address, delivery address, and billing address and telephone number and to keep these up to date. Any incorrect information provided may lead to a delay in delivering the product ordered by you or non-delivery of the product.

Your access to the system will be revoked if:

- We believe that your username and password have been compromised, or that others are in possession of it.
- You place orders purely as a means of keeping stock on hold, with no intention of taking delivery of the order.
- You continually cancel orders that have been placed.
- You abuse the system in any way.

PASSWORDS AND LOGINS

You are responsible for maintaining the confidentiality of your passwords and login details and for all activities carried out under your password and login. Your password and account details are stored on a secure server for ease of use in processing future orders or for warranty claims.

The information is only used to process your orders, for statistical purposes that may improve our website and its services, and to allow us to notify you of special offers or new products via our newsletters. Please refer to our Privacy Policy on this website. No credit card details are stored by us.

ORDERING PRODUCT

You can place an order only by clicking the "Add to Cart" button.

When you place an order with us you have made an offer to purchase the product you have chosen and when we issue a tax invoice to you we have accepted your offer. Both offer and acceptance are based on these terms and conditions and are subject to any clause allowing for the cancellation of an order before property passes to you.

We will issue you with an Order Number by email after we have received your offer to purchase. We will notify you when we process your order by sending you an Order Confirmation and tax invoice via email. In order to prevent credit card or payment fraud, your offer can only be accepted by us after it has passed our validation procedures.

We retain discretion to cancel orders if our processes identify any attempt at fraud or for any other legitimate reason. If for any reason we cannot process or accept your order after payment is received, we will contact you by email or telephone to determine your requirements for the reimbursement of money paid.

All online, telephone, fax or email orders are treated as an express intention by the Customer to purchase the nominated goods for the prices listed on the Company's website. The Company reserves its rights to alter the listed prices on the Company's website if incorrect prices were caused by software faults, errors or malicious attack.

FREIGHT & SHIPPING COST

Shipping costs indicated on the website are for items that can be posted. Couriers are required for large equipment and bulk items and you will be quoted on this and when accepted Buyer will be invoiced separately prior to dispatch. These costs are all dependent on the quantity, size and weight of the Goods for purchase and Buyer location within Australia.

DELIVERY ITEMS EXTENDED

A supplementary delivery cost will be incurred for all large or bulky product orders depending on location, size and weight of items, and order value.

Delivery will be at the Customer's nominated address. If the premises are unattended at time of delivery, the goods may be left outside the premises at the Customer's risk.

Delivery of cooking machines, refrigeration, flat-pack items and most furniture Goods will be made to kerbside locations only. It does not include negotiating lifts or stairs.

Buyers are responsible for ensuring that products ordered will fit through doorways and into their premises. We cannot accept responsibility if it will not fit. Any carriage charges caused by an aborted delivery are the customer's responsibility.

Delivery does not include unpacking or positioning or assembling items. It is the Customer's responsibility to receive, unload, position and assemble any equipment or products that have been purchased and delivered by a delivery contractor/courier to the delivery address and is also liable for organising safe and adequate equipment and operators of such equipment to do so.

The Company is not to be held responsible for any electrical, plumbing, gas, refrigeration or heating connections or disconnections. All connections and disconnections are to be organised by the customer by qualified tradesmen/persons at the customer's own cost.

If you are picking up your item from our warehouse please confirm actual box dimensions with our call centre before arrival, and ensure you have an adequate vehicle to safely collect and transport. Warehouse staff reserves the right to refuse any vehicle that is not fit to safely transport such items. All refrigeration equipment must also be transported in an upright position.

All customers arranging their own collections (whether personally or their own courier) are required to check order and packaging thoroughly before departure. All responsibility for condition will be transferred from Us to You at this point in time.

Any time quoted for delivery is an estimate only and the Company shall not be liable to the Customer for any loss or damage howsoever arising as a result or consequence of any failure to deliver or delay in delivery arising from any circumstances of whatsoever nature.

PAYMENT

We only accept payment through an approved account or Credit cards (Visa and Master).

Payment will not be processed until we have received all relevant information required for processing to be completed. We may withhold delivery of the Goods until the Buyer has paid for them in full, in which case payment must be made on or before the delivery date.

The processing of payment for Orders placed on a weekend or a Public holiday will not begin until the next working day.

CREDIT CARDS

We do not accept international credit cards, we accept Australian credit cards only. We process Credit cards payments when you checkout from the product order screen. Whilst we employ the latest in Secure Sockets Layer (SSL) technology software for its transactions with our customers, we will not be responsible for any damages, consequential losses (whether direct or indirect) suffered by a customer whose credit card is fraudulently used or is used in an unauthorised manner.

DELIVERY

We will use all commercially reasonable efforts to deliver the Goods for which it has accepted a Purchase Order to the agreed delivery location by the date specified in the Purchase Order. Delivery of the Goods to a third party nominated by the Buyer, or collection of the Goods by the Buyer, is deemed to be delivery to the Buyer for the purposes of these Terms. We are not liable for any Loss whatever due to the failure deliver the Goods (or any of them) promptly or at all.

CHANGES TO PRODUCTS

We and any other persons involved in the management of this website may make changes in the products described, and to other content of this website, at any time without notice.

We make every effort to ensure that product descriptions on our website are accurate. However some typographical errors, inaccuracies or misinterpretations may occur. We reserve the right to correct such misinterpretations, inaccuracies or typographical errors as they are identified. We make no representations about the suitability of this information; it is provided "as is" without warranty of any kind.

PRODUCT PRICES

The price displayed for products on this website represents the full price, including GST, for the product itself but may not always include postage/delivery charges which will depend on the destination and the delivery option you choose.

We always seek to provide products at the most competitive prices, and because of the dynamic nature of this industry (e.g. vendor price changes and other variables beyond our control), prices, promotions, versions and availability advertised are subject to change without prior notice and we, therefore, reserve the right to change prices displayed for products on our website at any time.

Please be assured of our every effort to ensure the accuracy of our product pricing. However, if an error is made and a product is listed at an incorrect price, we maintain the right to refuse to accept further orders and to cancel any orders already placed at the incorrect price. If an order has been confirmed and charged to your credit card we shall immediately contact you regarding your requirements for the reimbursement of money paid.

AUSTRALIAN SALES ONLY

We sell and deliver products **ONLY WITHIN Australia**. The information on this site is intended and applicable for Australian consumers only and is governed by Australian law.

INDEMNIFICATION FOR LOSS OR DAMAGE

You agree to indemnify Us and hold Us harmless from and against any and all liabilities or expenses arising from or in any way related to your use of this Website or the Services or information offered on this Website, including any liability or expense arising from all claims, losses, damages (actual and consequential), suits, judgments, litigation costs and solicitors fees of every kind and nature incurred by you or any third parties through you.

INTELLECTUAL PROPERTY AND COPYRIGHTS

We hold the copyright to the content of this Website, including all uploaded files, layout design, data, graphics, articles, file content, codes, news, tutorials, videos, reviews, forum posts and databases contained on the Website or in connection with the Services. You must not use or replicate our copyright material other than as permitted by law. Specifically, you must not use or replicate our copyright material for commercial purposes unless expressly agreed to by Us, in which case we may require you to sign a Licence Agreement.

If you wish to use content, images or other of our intellectual property, you should submit your request to us at the following email address: sales@countrywidebakery.com.au

TRADEMARKS

The trademarks and logos contained on this Website are trademarks of Karen Stanley (trading as Countrywide Bakery and Catering Essentials). Use of these trademarks is strictly prohibited except with our express, written consent.

DISCLAIMER OF IMPLIED WARRANTY

The Customer agrees that it has not relied upon the Company, its employees', servants' or agents' skill or judgment in selecting the goods for any particular purpose and, insofar as the law permits, this sale is made without any warranty by the Company, its employees, servants or agents that the goods are suitable for any particular purpose. The Customer will be responsible for ensuring that any goods ordered by the Customer from the Company are suitable for the intended use by the Customer.

It is agreed that any description of the goods contained in these terms and conditions or in any order placed by the Customer with the Company is for the sole purpose of identifying them and is not part of the basis of the sale, nor does it constitute a warranty that the goods shall conform to that description.

The Company does not warrant or guarantee the accuracy, adequacy or completeness of any material on the Company's website and expressly disclaims liability for mistakes, misleading or absent information.

The Company does not warrant, guarantee or make any representations that the Company's website will be safe from malicious activities including but not limited to viruses, hackers or denial of service attacks and does not warrant that the Company's website will be fully accessible at all times and disclaims any loss or damages as a result of it being unavailable.

To the maximum extent permitted by law, the Company disclaims liability for any damages including, without limitation, direct or indirect, special, incidental, compensatory, exemplary or consequential damages, losses or expenses, including without limitation, lost or misdirected orders, lost profits, lost goodwill or lost or stolen programs or other data, howsoever caused arising out of or in connection with any or all of the following:

- The use of the Company's website, or the inability to use the Company's website by anyone;
- Any failure or performance, error, omission, interruption, defect, delay in operation or transmission; or
- Line or system failure or the introduction of a computer virus, or other technical sabotage, even if the Company or the Company's employees or representatives are advised of the possibility or likelihood of such damages, losses or expenses.

LINKS TO EXTERNAL WEBSITES

This Website may contain links that direct you outside of this Website. These links are provided for your convenience and are not an express or implied indication that we endorse or approve of the linked Website, its contents or any associated website, product or service. We accept no liability for loss or damage arising out of or in connection to your use of these sites.

You may link to our articles or home page. However, you should not provide a link which suggests any association, approval or endorsement on our part in respect to your website, unless we have expressly agreed in writing. We may withdraw our consent to you linking to our site at any time by notice to you.

LIMITATION OF LIABILITY

We take no responsibility for the accuracy of any of the content contained on this Website or in relation to our Services. Statements made are by way of general comment only and you should satisfy yourself as to their accuracy. Further, all of our Services are provided without a warranty with the exception of any warranties provided by law. We are not liable for any damages whatsoever, incurred as a result of or relating to the use of the Website or our Services.