

## **Terms and Conditions**

### **Kenthurst Succulents & Plants**

A.B.N. 50 127 179 337

These Terms and Conditions of Use govern your use of this website and your use of this website indicates your acceptance of these Terms and Conditions.

Kenthurst Succulents & Plants may from time to time amend, update or change this website including these Terms and Conditions without prior notice.

### **Privacy**

Refer to the Privacy Policy and Use of Website, which form part of these Terms and Conditions of Use.

### **Information on Website**

Publishing information about a product on this website does not ensure its availability. Products are advertised subject to availability. Price information is subject to change without notice. Kenthurst Succulents & Plants does not undertake to keep this website updated. Kenthurst Succulents & Plants is not liable to you or anyone else if errors occur in the information on this website or if that information is not up to date.

### **Intellectual Property Rights**

All material contained on this website is the property of Kenthurst Succulents & Plants and its affiliates and protected by copyright. Except as permitted by relevant copyright legislation or with the prior written approval of Kenthurst Succulents & Plants or its affiliates, the material may not be otherwise used, copied, reproduced, published, stored in a retrieval system, altered, transmitted in any form or by any means in whole or in part.

The trademarks appearing on this website are primarily trademarks of, Kenthurst Succulents & Plants. Other trademarks displayed on this website are trademarks of their respective owners. The trademarks must not be used or modified in any way without the express written permission of Kenthurst Succulents & Plants or the relevant affiliate or third party owner.

## **Disclaimer**

Your use of the material contained on this website is at your sole risk. Any information and data is provided on an as is basis and excludes any warranties which may be excluded by law. Kenthurst Succulents & Plants reserves to itself the right to change any of the material on this website at any time.

## **Limitation of Liability**

To the extent permitted by law, Kenthurst Succulents & Plants liability in relation to any product or service purchased as a consequence of your use of this website is limited to the lesser of: (a) the replacement of any product purchased; and (b) the purchase price paid by you to Kenthurst Succulents & Plants for the product or service.

To the extent permitted by law we will not be liable for any direct, incidental, consequential or indirect damages, loss or corruption of data, loss of profits, goodwill, bargain or opportunity or loss of anticipated savings resulting from your access to, or use of, or inability to use this website and the content, whether based on warranty, contract, tort, negligence or any other legal theory, and whether or not we know of the possibility of such damage. If a jurisdiction does not allow the exclusion or limitation of liability in accordance with this paragraph but allows a limitation of a certain maximum extent then our liability is limited to that extent.

## **Governing Law**

The laws of the State of New South Wales and the Commonwealth of Australia govern this website.

This website may be accessed throughout Australia and overseas. Kenthurst Succulents & Plants makes no representations or warranties that the content of this website complies with the laws (including intellectual property laws) of any country outside Australia. If you access this website from outside Australia, you do so on your own responsibility and are responsible for ensuring compliance with all laws in the place where you are located.

## **Refund Policy**

Kenthurst Succulents & Plants does not offer any refunds for their products or services.

## **Delivery Policy**

Kenthurst Succulents & Plants takes great care with delivering your orders. Please ensure the address you have supplied is correct as redelivery will incur a fee. We are unable to accept responsibility for non-delivery if you have supplied the incorrect address and time.

Estimated time of delivery and pickup can be seen when placing an order, along with suburbs available for delivery. No delivery is available outside of these boundaries for online ordering. Online store ordering and delivery is subject to the store trading hours which may change from time to time. This takes into account the time to process an order.