

Simply Labels Terms & Conditions

1. Introduction

The SIMPLY LABELS, including subsidiaries and affiliates (“Website” or “SIMPLY LABELS” or “we” or “us” or “our”) provides the information contained on this website or any of the pages comprising the website (“website”) to visitors (“visitors”) (cumulatively referred to as “you” or “your” hereinafter) subject to the terms and conditions set out in these website terms and conditions, the privacy policy and any other relevant terms and conditions, policies and notices which may be applicable to a specific section or module of this website.

2. Information on the Website

Whilst every effort is made to update the information contained on this website, neither the SIMPLY LABELS nor any third party or data or content provider make any representations or warranties, whether express, implied in law or residual, as to the sequence, accuracy, completeness or reliability of information, opinions, any share price information, research information, data and/or content contained on the website (including but not limited to any information which may be provided by any third party or data or content providers) (“information”) and shall not be bound in any manner by any information contained on the website. The SIMPLY LABELS reserves the right at any time to change or discontinue without notice, any aspect or feature of this website. No information shall be construed as advice and information is offered for information purposes only and is not intended for trading purposes. You and your company rely on the information contained on this website at your own risk. If you find an error or omission at this site, please let us know.

3. Trade Marks

The trade marks, names, logos and service marks (collectively “trademarks”) displayed on this website are registered and unregistered trademarks of the SIMPLY LABELS. Nothing contained on this website should be construed as granting any licence or right to use any trade mark without the prior written permission of the SIMPLY LABELS.

4. External Links

External links may be provided for your convenience, but they are beyond the control of the SIMPLY LABELS and no representation is made as to their content. Use or reliance on any external links and the content thereon provided is at your own risk. When visiting external links you must refer to that external websites terms and conditions of use. No hypertext links shall be created from any website controlled by you or otherwise to this website without the express prior written permission of the SIMPLY LABELS. Please contact us if you would like to link to this website or would like to request a link to your website.

5. Delivery

The SIMPLY LABELS takes extreme care to pack your items correctly for delivery, we take the time to make sure your items are correctly bound and packed. We are not responsible if your item/product that you have purchased from us is damaged on arriving, or lost in transit. You may wish to pay extra for insurance this will be at your own discretion. We are also not responsible if you have provided us with the wrong address, we will not replace your item/product if you had accidentally placed the wrong number/street or even state with us. We do our best to give you an estimate time of delivery, however due to unforeseen occurrences that sometimes happen with our chosen delivery company, these times are out of our hand. We also require you to be home when your item is delivered to sign for your item/product. If you are not home, you will then need to go and pick up your product from a location that the driver specifies, the driver will leave a note for you.

Without limiting the operation of any other Terms and Conditions herein, we will not accept liability for any loss or damage arising from a late delivery. Without limiting the operation of any other Terms and Conditions herein, you agree that late delivery does not constitute a failure of our agreement, and does not entitle you to cancellation of an order. Without limiting the operation of any other Terms and Conditions herein, we will not accept liability for any loss or damage arising from items lost, stolen or damaged after delivery has taken place.

5. Warranties The SIMPLY LABELS makes no warranties, representations, statements or guarantees (whether express, implied in law or residual) regarding the website, the information contained on the website, you or your company’s personal information or material and information transmitted over our system.

6. Disclaimer of Liability.

SIMPLY LABELS shall not be responsible for and disclaims all liability for any loss, liability, damage (whether direct, indirect or consequential), personal injury or expense of any nature whatsoever which may be suffered by you or any third party (including your company), as a result of or which may be attributable, directly or indirectly, to your access and use of the website, any information contained on the website, you or your company’s personal information or material and information transmitted over our

system. In particular, neither the SIMPLY LABELS nor any third party or data or content provider shall be liable in any way to you or to any other person, firm or corporation whatsoever for any loss, liability, damage (whether direct or consequential), personal injury or expense of any nature whatsoever arising from any delays, inaccuracies, errors in, or omission of any share price information or the transmission thereof, or for any actions taken in reliance thereon or occasioned thereby or by reason of non-performance or interruption, or termination thereof.

7. Use of the Website.

The SIMPLY LABELS does not make any warranty or representation that information on the website is appropriate for use in any jurisdiction (other than Australia). By accessing the website, you warrant and represent to SIMPLY LABELS that you are legally entitled to do so and to make use of information made available via the website.

8. General

8.1 Entire Agreement.

These website terms and conditions constitute the sole record of the agreement between you and the SIMPLY LABELS in relation to your use of the website. Neither you nor the SIMPLY LABELS shall be bound by any express tacit nor implied representation, warranty, promise or the like not recorded herein. Unless otherwise specifically stated these website terms and conditions supersede and replace all prior commitments, undertakings or representations, whether written or oral, between you and the SIMPLY LABELS in respect of your use of the website.

8.2 Alteration

SIMPLY LABELS may at any time modify any relevant terms and conditions, policies or notices. You acknowledge that by visiting the website from time to time, you shall become bound to the current version of the relevant terms and conditions (the "current version") and, unless stated in the current version, all previous versions shall be superseded by the current version. You shall be responsible for reviewing the then current version each time you visit the website.

8.3 Conflict.

Where any conflict or contradiction appears between the provisions of these website terms and conditions and any other relevant terms and conditions, policies or notices, the other relevant terms and conditions, policies or notices which relate specifically to a particular section or module of the website shall prevail in respect of your use of the relevant section or module of the website.

8.4 Waiver.

No indulgence or extension of time which either you or the SIMPLY LABELS may grant to the other will constitute a waiver of or, whether by estoppels or otherwise, limit any of the existing or future rights of the grantor in terms hereof, save in the event or to the extent that the grantor has signed a written document expressly waiving or limiting such rights.

8.5 Cession.

The SIMPLY LABELS shall be entitled to cede, assign and delegate all or any of its rights and obligations in terms of any relevant terms and conditions, policies and notices to any third party.

8.6 Severability.

All provisions of any relevant terms and conditions, policies and notices are, notwithstanding the manner in which they have been grouped together or linked grammatically, severable from each other. Any provision of any relevant terms and conditions, policies and notices, which is or becomes unenforceable in any jurisdiction, whether due to voidness, invalidity, illegality, unlawfulness or for any reason whatever, shall, in such jurisdiction only and only to the extent that it is so unenforceable, be treated as pro non script and the remaining provisions of any relevant terms and conditions, policies and notices shall remain in full force and effect.

8.7 Applicable laws.

Any relevant terms and conditions, policies and notices shall be governed by and construed in accordance with the laws of Australia without giving effect to any principles of conflict of law. You hereby consent to the exclusive jurisdiction of the High Court of Australia in respect of any disputes arising in connection with the website, or any relevant terms and conditions, policies and notices or any matter related to or in connection therewith.

8.8 Comments or Questions.

If you have any questions, comments or concerns arising from the website, the privacy policy or any other relevant terms and conditions, policies and notices or the way in which we are handling your personal information please contact us.
sales@simplylabels.com.au