

Website Terms and Conditions of Use – Farquhar Kitchens

1. Purpose and Scope

- 1.1. Your access to our website is subject to these [Website – Terms and Conditions of Use](#) and our [Privacy Policy \(Terms and Conditions\)](#).
- 1.2. Please read all Terms and Conditions carefully before you use our website.
- 1.3. By using our website, you indicate that you have, effective upon the date on which you have used the website, read, accepted and agreed to be bound by the Terms and Conditions.
- 1.4. If you do not agree with these Terms and Conditions, you should cease to use our website immediately.

2. Definitions

- 2.1. For the purposes of these Website Terms and Conditions:
 - 2.1.1. A reference to “**you**” or “**your**” means any individual who accesses or uses our website.
 - 2.1.2. “**Farquhar Kitchens**” (and references to “**our**”, “**us**” or “**we**”) includes our successors and assigns or any person acting on behalf of and with the authority of us.
 - 2.1.3. “**website**” means a location which is accessible on the Internet through the World Wide Web and which provides multimedia content via a graphical User Interface. For completeness, a reference to using “our website” includes all relevant website within Farquhar Kitchens, including this website.
 - 2.1.4. “**social media**” means any account that we operate and manage to promote our goods or services, including Facebook, Instagram, LinkedIn. Your use of social media is governed by the terms and conditions of the social media platforms and these Terms and Conditions.
 - 2.1.5. “**Confidential Information**” means information of a confidential nature whether oral, written or in electronic form including, but not limited to, another party’s confidential information, operational information, know-how, trade secrets, financial and commercial affairs, contracts, seller information and pricing details.
 - 2.1.6. “**Prohibited Content/Conduct**” means any content published on any media (including our website) or conduct:
 - (a) is, or could reasonably be considered to be, in breach of the Broadcasting Services Act 1992; the Fair Trading Acts of the applicable States and Territories of Australia and the Competition and Consumer Act 2010 (CCA); or any other applicable law or applicable industry code; or
 - (b) contains, or could reasonably be considered to contain, any misrepresentations; or is, or could reasonably be considered to be, misleading or deceptive, likely to mislead or deceive or otherwise unlawful; or
 - (c) is, or could reasonably be considered to be, in breach of any person’s intellectual property rights (including, but not limited to, the distribution of digital files or any other material in which We do not own the copyright); or

- (d) contravenes the Work, Health and Safety Act 2012 (SA) or any other work, health and safety legislation or otherwise creates a risk to the health and safety of any of our employees, contractors or other persons in our workplace;
- (e) that is reasonably offensive;
- (f) is defamatory or publishes defamatory imputations; or
- (g) contravenes any anti-discrimination legislation or workplace law, including if the content is or amounts to sexual harassment, sex-based discrimination or otherwise creates a hostile working environment.

3. Use of Website

- 3.1. We reserve the right to change any of the Terms and Conditions displayed on our website (including our Privacy Policy) at any time by notifying you through this website that we have done so.
- 3.2. By continuing to use our website it shall be deemed that you agree to be bound by any amended Terms and Conditions as notified and posted on our website.
- 3.3. If you intend to transact through this website (i.e. purchase goods and/or services) you warrant that you are at least 18 years of age, that you are lawfully engaging in the transaction, that you agree to the Terms and Conditions, and you agree that our Terms and Conditions create binding and legal obligations upon you.

4. Compliance with Laws

- 4.1. Your use of our website and any social media accounts is subject to the Privacy Act and our [Privacy Policy](#).
- 4.2. You represent and warrant that your use of our website will comply with all applicable laws and regulations (including but not limited to the Privacy Act, EU Data Privacy Laws (including the General Data Protection Regulation "GDPR") (collectively, "EU Data Privacy Laws").
- 4.3. We reserve the right to remove any publication on our website or social media accounts which we reasonably consider to be in breach of the Privacy Act or our Privacy Policy, is Prohibited Content/Conduct, is a misuse of our Confidential Information, or misuses Confidential Information of other person or parties of which reasonably determine you have misused, or is otherwise contrary to any other applicable law.
- 4.4. We reserve the right to terminate your use of our website or access to our social media accounts (to the extent possible) where we reasonably consider that you have used our website or social media accounts to engage in conduct which is in breach of the Privacy Act or our Privacy Policy, is Prohibited Content/Conduct, is a misuse of our Confidential Information, misuses Confidential Information of other person or parties of which reasonably determine you have misused, or is otherwise conduct contrary to any other applicable law.

5. Feedback

- 5.1. Our website offers the ability to provide feedback on our goods or services.
- 5.2. Feedback is provided for the purpose of facilitating trading by you on our website.
- 5.3. Feedback provided by you must not contain offensive, defamatory, retaliatory or inappropriate language or content, or otherwise be Prohibited Content/Conduct.
- 5.4. You may only give feedback that relates to a specific transaction. You must not post feedback on a transaction that does not relate to that specific transaction.
- 5.5. Any publication of feedback must comply with the Privacy Act and our Privacy Policy and must not otherwise publish Prohibited Content/Conduct or misuse Confidential Information.

- 5.6. We reserve the right to remove any published feedback that is considered to be offensive, defamatory, retaliatory, inappropriate or is Prohibited Content/Conduct in accordance with clause 4.3 or terminate your ability to provide Feedback.

6. Specifications and Information

- 6.1. Specifications and information provided on our website are given in good faith based on our knowledge, experience, or information provided to us by manufacturers and/or suppliers, or derived from sources believed to be accurate at the time the information is received by us.
- 6.2. It is recommended that if you have any concerns as to the suitability of goods and/or services provided through our website in respect of the use of the goods and/or services or their suitability for a particular use that you contact us or seek external professional opinion.
- 6.3. You acknowledge and accept that colours of items displayed on our website may not reflect the true and actual colour of such items as this may be affected by external influences such as the quality of images supplied to us for use, or the quality, age or settings on your monitor. If colour is a major factor in your decision making we recommend you contact us before purchase.

7. On-Line Ordering

- 7.1. Display on our website does not guarantee the availability of any particular good(s) therefore all orders placed through our website are subject to confirmation of acceptance by us.
- 7.2. Orders for services are subject to confirmation of suitable time frames between you and us for the provision of those services.

8. Continuous Service of Website

- 8.1. Due to the inherent nature of the internet and websites, we cannot guarantee your uninterrupted or continuous ability to access this website.
- 8.2. You accept and acknowledge that our website may be unavailable from time to time, including for maintenance and/or scheduled upgrades.
- 8.3. Where possible, we will provide advanced notice of maintenance and scheduled upgrades.
- 8.4. We accept no liability in relation to website downtime whether scheduled or otherwise.

9. Termination of Use

- 9.1. The Terms and Conditions may be terminated or varied by us at our sole discretion at any time without notice or any requirement to provide you with a reason why.
- 9.2. In the event of termination under this clause, we have no liability to you whatsoever (including for any consequential or direct loss that you may suffer).

10. Jurisdiction

- 10.1. Our website (excluding any third party linked sites) is controlled by us from our principal business premises in Australia.
- 10.2. Our servers are located in South Australia, Australia, however, our website can be accessed from countries around the world to the extent permitted by the website and/or country.

- 10.3. As each country has laws that may differ from Australia, by accessing this website, you agree that the laws and statutes of Australia will apply to any dealings, actions or claims arising out of, or in relation to, the Terms and Conditions or your use of our website, irrespective of any conflict with any laws and statutes applicable to your country of domicile.
- 10.4. You further acknowledge and agree that the filing of a claim against us (if any) must be made in the State of South Australia in which our principal business premises in Australia is domiciled, and that any legal proceedings will be conducted in English.
- 10.5. We make no representation that goods or services offered through our website are appropriate, available or suitable for use in countries outside of Australia, and accessing any material or content from, or through, our website which is illegal in your country of domicile is strictly prohibited.

11. General

- 11.1. The failure by you or us to enforce any provision of these Terms and Conditions shall not be treated as a waiver of that provision, nor shall it affect that party's right to subsequently enforce that provision. If any provision of these Terms and Conditions shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.
- 11.2. We shall be under no liability whatsoever to you for any indirect and/or consequential loss and/or expense (including loss of profit) suffered by you arising out of a breach by us of these terms and conditions (alternatively our liability shall be limited to damages which under no circumstances shall exceed the fee of the services).
- 11.3. Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, storm or other event beyond the reasonable control of either party.