



Terms and Conditions

Last Updated 16th May 2009

These Terms and Conditions apply to all transactions on this site. Please read them carefully. They do not affect your statutory rights.

We may change these terms and conditions at any time. Any changes will take effect on the date they are posted onto the site (see date above). You will be asked to read and accept the terms and conditions each time you place an order, to ensure that you are familiar with the most current ones.

Your use of this website is subject to these Terms, our Privacy Policy and any other laws or regulations which apply to this website. If you do not accept these Terms, you must refrain from using this website

Formation of Contract

You offer to purchase products from us through our website. Your offer is made by completing and submitting your order. Our acceptance of your offer is confirmed by us providing you with an order reference number. Once we provide you with the order reference number a binding contract is formed

Prices, Products and Services

Prices displayed on this website are in Australian dollars. Prices are subject to change by Melbourne Appliances Direct, and do not include display accessories, options or delivery. We reserve the right to correct any errors or misprints and have no responsibility if goods are unavailable from our distributors. All trademarks shown on any product is the property of their respective owners.

GST

All purchases include GST unless otherwise stated.

Australia Only Website

Melbourne Appliances Direct only sells and delivers to our service areas within Australia.

Product Availability and Website Accuracy

To keep overheads down and for us to be able to offer you the very best possible prices at all times, we hold only minimal stock on hand. The majority of orders will be placed directly with the manufacturers. We also have access to obtaining stock via other Trade and Commercial suppliers should the product be difficult to source. In all cases, orders placed are subject to stock availability from either the manufacturer or our other suppliers.

If the goods are not available for immediate delivery we will promptly contact you by e-mail or telephone and you will have the option of waiting until the goods become available, replacing them with alternative goods or canceling your order with an immediate refund being issued.

Images of products on this Website are for illustrative purposes only. Your goods may vary slightly from the image shown on the Website and will not include any of the pictured accessories, unless stated in the specification of the goods.

We have made every effort to display as accurately as possible the colours of our products that appear on this Website. However, we cannot guarantee that your monitor's display of any colour will accurately reflect the colour of the actual goods.

Whilst we try to be as accurate as possible, all sizes, weights and measurements quoted on this Website are approximate.

Intellectual Property

This website and all intellectual property rights, including graphics, logos, trademarks, design, text, icons, the arrangement of them, sound recordings and all software relating to this website, are owned by us, or in some cases, a related body corporate or third party. These intellectual property rights are protected by Australian and international laws.

You may view our website and its contents for personal and non commercial use only and subject to the Copyright Act 1968 (Cth) and similar legislation, you may not in any form or by any means reproduce, modify, distribute, store, transmit, publish or display within another website or create derivative works from any part of this website or commercialise any information obtained from any part of this website without our prior written permission or, in the case of third party material, from the owner of the copyright in that material.

Nothing contained in this website is to be interpreted as a recommendation to use any information on this website in a manner which infringes the intellectual property rights of any person, company or entity. We make no representations or warranties that your use of the information on this website will not infringe such intellectual property rights.

Secure Data

Given the nature of the internet, we cannot guarantee that any data transmission is totally secure. Whilst we take precautions to protect information, we do not warrant and cannot ensure the security of any information you transmit to us. You therefore transmit to this website at your own risk. However, once we receive your transmission, we will take reasonable steps to preserve its security.

If you become aware of any problems with the security of the data or the website, please contact us immediately by email andrew@melbourneappliancesdirect.com.au

Cookies

We may use cookies to gather data in relation to this website and you consent to us doing so (although you may be able to disable cookies on your web browser).

Use of Your Information and Material

We appreciate any suggestions ("unsolicited ideas") you may have regarding ways in which this website may be improved or materials which we may add to this website. Any unsolicited ideas that you submit to us will not be regarded as confidential and will become our property. We may use, reproduce, disclose, publish, modify, adapt and transmit them to others, without restriction or any obligation to compensate you.

Privacy Policy

If we collect your personal information we do so in accordance with our Privacy Policy available on this website. The Privacy Policy explains how we manage your personal information in accordance with the National Privacy Principles in the Privacy Act 1988.

Legal Capacity to Transact

If you are under eighteen (18) years of age, you cannot order via our website.

Should we suffer any damage or other losses as a result of a transaction entered into by a minor using our website, we reserve the right to seek compensation for such losses from the parents or guardians of the minor who caused any transactions to be entered into via our website.

Processing Your Order

Upon submitting your order through the Melbourne Appliances Direct checkout system, an order reference number will be issued to you via a confirmation email. We will not process your order further until it has passed our internal validation procedures, for the purpose of preventing credit card or payment fraud. Then after approval is received of the payment made via your credit card or debit card we then send you a confirmation email which is your Tax Invoice.

Allowing for the above procedure and products being immediately obtainable Ex stock or via our suppliers, deliveries within the Metropolitan area should be received 2-3 days after the day the initial order was placed. Customers in Regional and Country areas covered by MAD should receive their delivery 3-4 days after the day the initial order was placed.

It should also be kept in mind that Public Holidays, both Australia wide or within the individual States will have an impact on the above delivery times.

In all cases, an expected delivery day will be indicated to the customer when processing their order. Again, the day before the delivery is to be made, the customer will be contacted to confirm a suitable delivery time.

If, for whatever reason, we cannot process your order after receiving payment, we will contact you within 48 hours using the details entered at the checkout to make appropriate alternative arrangements.

We, along with our affiliates, reserve the right to: refuse service or supply of the products; terminate the contract and/or your account; remove or edit content from our website at our sole discretion.

Tracking Your Order

You can track the progress of your order by logging in and then going to 'My Account'. We will inform you if there are likely to be any unexpected delays.

Where We Deliver

Melbourne Appliances Direct arranges for the delivery of goods to most areas within Metropolitan Melbourne, Country Victoria and parts of Southern New South Wales (if serviceable via a transport depot from Albury-Wodonga). Unfortunately there may be some isolated or remote pockets within those areas that we cannot service unless you can collect the goods yourself from a depot in your region. We imagine these instances will be rare but please contact us if you feel that your situation needs to be confirmed in view of this and we will endeavour to make suitable arrangements.

Delivery Charges

We make every effort to keep our delivery costs as low as possible. Our freight charges depend on the location of the delivery and in some instances the type of product ordered.

Delivery Times

Delivery times are calculated in working days - i.e. Monday to Friday inclusive (but excluding Public Holidays). If you order after 12.00pm, please calculate your delivery time as if your order had been placed the following working day. For next week day delivery (if available) please order before 10.00am.

Disclaimer

We make no representations or warranties of any kind, express or implied, in relation to any information, content, materials or products included in this website or to its availability, functionality or performance, except as otherwise provided under any applicable law.

We do not, nor do our officers, employees, agents and other representatives accept responsibility for any loss or damage, howsoever caused (including through

negligence or matters outside our control), which you may directly or indirectly suffer in connection with your use of this website or any linked website, nor do we accept any responsibility for any such loss arising out of your use of, or reliance on, information contained on, or accessed through, this website. To the maximum extent permitted by law, we disclaim any such representations or warranties as to the completeness, accuracy, merchantability or fitness for purpose of this website or the information that it contains.

The use of the information on this website is at your own risk. To the extent permitted by law, we exclude all liability of us, our officers, employees, agents and other representatives in respect of any injury, loss or damage arising out of, or related to, the use, or inability to use, the information on this website or provided through this website through email. This limitation of liability includes, but is not limited to, compensatory, direct, indirect or consequential damages, interruption of business, loss of data, income or profit, loss of, or damage to property, and third party claims. If any liability is not able to be excluded by law, we limit our liability to the re-supply of the relevant information or services.

You agree to indemnify us, our officers, employees, shareholders, agents and other persons involved in the creation of this website from all damages, losses, penalties, fines, expenses and costs (including legal costs) which arise out of or relate to your use of this website, any information that you provide to us via this website or any damage that you may cause to this website. This indemnification includes, without limitation, liability relating to copyright infringement, defamation, invasion of privacy, trade mark infringement and breaches of the Trade Practices Act 1974

Missing, Damaged or Incorrect Orders

We try very hard to ensure that you receive your order in pristine condition. If you do not receive all your products, please check that they have been dispatched by using our tracking facility. Simply log in and go to 'My Account'. If your order is not on its way to you, either email us at andrew@melbourneappliancesdirect.com.au or telephone 1300 711 134. In the unlikely event that a product arrives damaged or faulty, please follow the instructions in the delivery documents.

General

These terms and conditions, and all transactions relating to this website and all non-contractual obligations arising from any transaction carried out on this website are governed by English law and are subject to the non-exclusive jurisdiction of the English courts. We do not accept amendments to these terms and conditions.

We may, from time to time, add or remove information, products or services from this website without notice.

We reserve the right to amend these Terms at any time without notice and we may terminate your access to this website at any time without notice. Your continued use of this website following such notification will represent an agreement by you to be bound by the Terms as amended. Where your access to this website is terminated, all disclaimers and limitations of liability set out in these Terms will survive.

Reference to "website" means the whole or any part of the web pages located on this webpage (including but not limited to any elements of design, underlying code, text, sounds, graphics, animated elements or any other content).

Your data protection rights are set out in our Privacy Policy.

Items sold on this website are intended for normal domestic and consumer use and are not intended for resale or commercial use. We reserve the right to refuse access to this website, to remove or edit content, or to refuse or cancel orders at our discretion. If we cancel an order, it will be without charge to you, and we will reimburse any payment made by you.

Additional terms and conditions may apply for prize competitions, pre-release orders and our added value services and offers. If so, you will be alerted to them at the relevant juncture.

These terms and conditions only cover Melbourne Appliances Direct website. Any other websites to which you link from this site are governed by their own terms and conditions. We accept no responsibility or liability for the content or operation of websites which are not under our control. We are required by law to tell you that sales can be concluded in English only and that no public filing requirements apply.