



**WEBSITE TERMS AND CONDITIONS OF USE**

## WEBSITE TERMS AND CONDITIONS OF USE

---

PLEASE READ THESE TERMS AND CONDITIONS OF USE CAREFULLY BEFORE USING THIS WEBSITE.

Welcome to our website. If you continue to browse and use this website you are agreeing to comply with and be bound by the following terms and conditions of use, which together with our privacy policy and website disclaimer, govern Ship Shape Homes' relationship with you in relation to your use of this website.

Click here to read our [Privacy Policy](#).

By using this website, you signify your acceptance of these terms and conditions of use. For the purposes of these terms and conditions, "Us", "Our" and "We" refers to Shipshape Homes and "You" and "Your" refers to you, the client, visitor, website user or person using our website. We reserve the right to change, modify, add or remove portions of these terms at any time. If you choose to use our website that use as conclusive evidence of your agreement and acceptance that these terms and Ship Shape Homes's rights and obligations to each other.

### LIMITATION OF LIABILITY

It is an essential pre-condition to use of our website that you agree and accept that Ship Shape Homes is not legally responsible for any loss or damage you might suffer related to your use of the website, whether from errors or omissions in our documents or information, any goods or services we may offer or from any other use of the website. This includes your use or reliance on any third-party content, links, comments or advertisements.

Your use of, or reliance on, any information or materials on this website is entirely at your own risk. You are responsible to ensure that any products, services or information available through this website meet your specific, personal requirements. You acknowledge that such information and materials may contain inaccuracies or errors and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law.

### COMPETITION AND CONSUMER ACT

For the purposes of Schedule 2 of the Australian Consumer Law, in particular Sections 51 to 53, 64 and 64A of Part 3-2, Division 1, Subdivision A of the Competition and Consumer Act 2010 (Cth), Ship Shape Homes's liability for any breach of a term of this agreement is limited to: the supplying of the goods or services to you again; the replacement of the goods; or the payment of the cost of having the goods or services supplied to you again.

You must be over 18 years of age to use this website and to purchase any goods or services.

### DELIVERY OF GOODS

Physical goods may be delivered by Australia Post and/or other reputable courier companies. Deliveries are processed promptly upon receipt of full payment. Delivery may take between 2 and 28 days, depending on the delivery options and market forces outside our control.



#### Website terms and conditions of use

V 1.0 (17-06-2021)

© SHIP SHAPE HOMES

ABN: 21 138 105 227

[www.shipshapehomes.com.au](http://www.shipshapehomes.com.au)

Damaged or lost orders should be resolved with Australia Post or the courier company directly. We are not responsible for goods that are damaged in transit or not received. Replacement of damaged or lost items is made at the sole discretion of Ship Shape Homes.

Digital goods are delivered immediately. Please be aware there are inherent risks associated with downloading any software and digital goods. Should you have any technical problems downloading any of our goods, please contact us so we may try to assist you. We are not liable for any issues caused by the download of digital goods.

## **RETURNS AND REFUNDS**

Ship Shape Homes handles returns and processes refunds in accordance with the Australian Consumer Protection legislation. Should you wish to cancel your services, please notify us within five (5) days with a valid reason for cancellation and return.

If we are unable to resolve your complaint or further assist you, we will process a refund upon timely collections of the goods rented. Refunds will be processed promptly, and payment made by the same method that you made payment. All refunds are at the discretion of Ship Shape Homes. This and the delivery of goods are two of the most important clauses and should be repeated/highlighted at ordering.

Any orders and/or refunds/cancellations made through third-party providers such as Zip Pay will be according to that third-party providers terms and conditions.

## **LINKS TO OTHER WEBSITES**

Ship Shape Homes may from time to time provide on its website, links to other websites, advertisements and information on those websites for your convenience. This does not necessarily imply sponsorship, endorsement, or approval or arrangement between Ship Shape Homes and the owners of those websites. Ship Shape Homes takes no responsibility for any of the content found on the linked websites.

Ship Shape Homes' website may contain information or advertisements provided by third parties for which Ship Shape Homes accepts no responsibility whatsoever for any information or advice provided to you directly by third parties. We are making a 'recommendation' only and are not providing any advice nor do we take any responsibility for any advice received in this regard.

## **DISCLAIMER**

To the fullest extent permitted by law, Ship Shape Homes disclaims all warranties, expressed or implied, including, but not limited to, implied warranties of merchantability and fitness for any particular purpose.

Ship Shape Homes gives no warranty that the documents, goods or services will be free of errors, or that defects will be corrected, or that our website or its server is free of viruses or any other harmful components. Whilst we try for the most accurate, reliable and up-to-date information on our website, we do not warrant or make any representations regarding the use or the result of the use of any document, product, service, link or information in its website or as to their correctness, suitability, accuracy, reliability, or otherwise. It is your sole responsibility and not the responsibility of Ship Shape Homes to bear any and all costs of servicing, repairs, or correction. The applicable law in your state or



### **Website terms and conditions of use**

V 1.0 (17-06-2021)

© SHIP SHAPE HOMES

ABN: 21 138 105 227

[www.shipshapehomes.com.au](http://www.shipshapehomes.com.au)

territory may not permit these exclusions, particularly the exclusions of some implied warranties. Some of the above may not apply to you but you must ensure you are aware of any risk you may be taking by using this website or any products or services that may be offered through it. It is your responsibility to do so.

### **DISCLOSURE OF INFORMATION**

Ship Shape Homes may be required, in certain circumstances, to disclose information in good faith and where Ship Shape Homes is required to do so in the following circumstances: by law or by any court; to enforce the terms of any of our customer agreements; or to protect the rights, property or safety of our customers or third parties. See our current privacy policy here. Ship Shape Homes is a trading name under E-College Pty Ltd ACN 138 105 227.

### **EXCLUSION OF COMPETITORS**

If you are in the business of creating similar documents, goods or services for the purpose of providing them for a fee to users, whether they be business users or domestic users, then you are a competitor of Ship Shape Homes. Ship Shape Homes expressly excludes and does not permit you to use or access our website, to download any documents or information from its website or obtain any such documents or information through a third party. If you breach this term, then Ship Shape Homes will hold you fully responsible for any loss that we may sustain and further hold you accountable for all profits that you might make from such unpermitted and improper use. Ship Shape Homes reserves the right to exclude and deny any person access to our website, services or information in our sole discretion.

### **COPYRIGHT, TRADEMARK AND RESTRICTIONS OF USE**

This website contains material which is owned by or licensed to us. This material includes, but is not limited to, the design, layout, look, appearance, trademarks and graphics. You are not permitted to reproduce the documents, information or materials on the website for the purposes of sale or the use by any third party. In particular you are not permitted to republish, upload, transmit electronically or otherwise or distribute any of the materials, documents or products that may be available for download from time to time on this website.

Ship Shape Homes expressly reserves all copyright and trademark in all documents, information and materials on our website and we reserve the right to take action against you if you breach any of these terms. Any redistribution or reproduction of part or all of the contents in any form is prohibited other than the following: you may print or download to a local hard disk extracts for your personal and non-commercial use only; and you may copy the content to individual third parties for their personal use, but only if you acknowledge the website as the source of the material. You may not, except with our express written permission, distribute or commercially exploit the content. Nor may you transmit it or store it in any other website or other form of electronic retrieval system.

### **WHOLE AGREEMENT**

These terms and conditions represent the whole agreement between you and Ship Shape Homes concerning your use and access to Ship Shape Homes' website and your use and access to the documents and information on it. No other term is to be included in this agreement except where it is required to be included by any legislation of the Commonwealth or any State or Territory. All implied terms except those implied by statute and which cannot be expressly excluded are hereby expressly excluded.



#### **Website terms and conditions of use**

V 1.0 (17-06-2021)

© SHIP SHAPE HOMES

ABN: 21 138 105 227

[www.shipshapehomes.com.au](http://www.shipshapehomes.com.au)

## **EXCLUSION OF UNENFORCEABLE TERMS**

Where any clause or term above would by any applicable statute be illegal, void, or unenforceable in any State or Territory then such a clause shall not apply in that State or Territory and shall be deemed never to have been included in these terms and conditions in that State or Territory. Such a clause if legal and enforceable in any other State or Territory shall continue to be fully enforceable and part of this agreement in those other States and Territories. The deemed exclusion of any term pursuant to this paragraph shall not affect or modify the full enforceability and construction of the other clauses of these terms and conditions.

## **JURISDICTION**

This agreement and this website are subject to the laws of NSW and Australia. If there is a dispute between you and Ship Shape Homes that results in litigation, then you must submit to the jurisdiction of the courts of NSW.

WEBSITE [www.shipshapehomes.com.au](http://www.shipshapehomes.com.au)



### **Website terms and conditions of use**

V 1.0 (17-06-2021)

© SHIP SHAPE HOMES

ABN: 21 138 105 227

[www.shipshapehomes.com.au](http://www.shipshapehomes.com.au)