

Bodo Muche Studio - Terms of Use

WARNING: PERMISSION TO USE www.bodostudio.com INCLUDING THE PURCHASE OF GOODS OVER THIS WEBSITE OR BY DIRECT NEGOTIATION WITH US , IS CONDITIONAL UPON YOU AGREEING TO THE TERMS OF USE SET OUT BELOW ("TERMS OF USE ").

YOUR USE OF THE WEB SITE IS DEEMED TO BE YOUR ACCEPTANCE OF THESE TERMS OF USE.

IF YOU DO NOT ACCEPT THESE TERMS OF USE, YOU MUST REFRAIN FROM USING THE WEB SITE.

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Terminology

In these Terms of Use, references to 'we', 'us' and 'our' means Robyn Muche trading as Bodo & Robyn Muche Studio.

Amendments to Terms of Use

We reserve the right to amend these Terms of Use from time to time. Amendments to these Terms of Use will be effective immediately upon notification on this Web Site. Your continued use of this Web Site following such notification will represent your agreement to be bound by these Terms of Use as amended.

Ordering procedure

You may offer to purchase goods described on this Web Site for the price specified on this Web Site or by negotiation with us. For your convenience, prices are quoted in US Dollars or AU Dollars but all payments will be processed in Australian Dollars at the exchange rate prevailing at the time of processing.

Your order must contain your name, email address, payment details and any other ordering information specified by negotiation with us or on this Web Site.

Within five days of receipt of your order, we will, at our discretion, accept or reject your order.

If we reject your order for any reason, neither of us will be under any further liability to the other arising out of your order or our non-acceptance of that order.

We give no undertaking as to the availability of products advertised on this Web Site. Descriptions, images and measurements of goods are provided for illustrative purposes and are indicative only. Due to the unique nature of our hand-made goods, they may differ slightly from those advertised on this Web Site.

We will consider requests for refunds provided you notify us within fourteen days of receipt of the goods that they do not materially comply with the specifications set out in the order we have accepted.

Delivery of the goods to you will be on a FCA at our premises basis (as defined in Incoterms 2000). Goods cannot be delivered until payment has been received in full.

Title in the goods does not pass to you until payment has been received.

Payment must be effected in the manner described on this Web Site or by negotiation with us. Prices are [inclusive/exclusive] of applicable Australian goods and services tax. In all other respects, the price quoted is exclusive of shipping costs, taxes, duties and charges imposed or levied in Australia or overseas in connection with the supply of the goods.

The goods are offered for sale only to persons who can make legally binding contracts.

Cancellation due to error

You acknowledge that despite our reasonable precautions, products may be listed at an incorrect price or with incorrect information due to a typographical error or like oversight. In these circumstances, we reserve the right to cancel the transaction, notwithstanding that your order has been confirmed and your payment received by us. We reserve this right up until the time of delivery of goods to you. If a cancellation of this nature occurs after payment has been received, we will immediately issue a credit to you for the amount in question.

Disclaimer

We do not accept responsibility for any action, claim, demand, loss (including consequential loss) and/or cost (including legal cost) however caused (including through negligence and/or wilful misconduct) which you may directly and/or indirectly suffer and/or incur in connection with your use of and/or reliance on:

1. the Web Site;
2. any Linked (as defined below) web site; and/or
3. information accessed at and/or through the Web Site and/or any Linked (as defined below) web site,

whether or not legal proceedings are instituted.

To the extent permitted by law, any condition and/or warranty which would otherwise be implied into these Terms of Use is excluded. Where legislation implies any condition and/or warranty and that legislation prohibits us from excluding and/or modifying the application of and/or our liability under that condition and/or warranty, that condition and/or warranty will be deemed to be included but our liability will be limited for a breach of that condition and/or warranty to:

- a. if the breach relates to goods:
 - (i) the replacement of the goods or the supply of equivalent goods;
 - (ii) the repair of the goods;
 - (iii) the payment of the cost of replacing the goods or of acquiring equivalent goods; or
 - (iv) the payment of the cost of having the goods repaired; and/or
- b. if the breach relates to services:
 - (i) the supply of the services again; or
 - (ii) the payment of the cost of having the services supplied again.

Specific warnings

You will ensure that your access to the Web Site is not illegal and/or prohibited by laws which apply to you.

You will not provide Links (as defined below) to the Web Site from any web site that contains content that:

1. will subject us to an action for defamation, intellectual property rights infringement and/or a breach of any law; and/or
 2. is not in conformity with accepted standards of public decency and good taste.
- You will take your own precautions to ensure that the process which you employ for accessing the Web Site does not expose you to the risk of viruses, malicious computer code and/or other forms of interference which may damage your computer system.

Whilst we have no reason to believe that any information contained on the Web Site is inaccurate, we do not warrant the accuracy, adequacy and/or completeness of that information, nor do we undertake to keep the Web Site updated.

Responsibility for the content of advertisements appearing on the Web Site including Links (as defined below) to advertisers' own web sites rests solely with the advertisers. The placement of advertisements does not constitute a recommendation and/or endorsement by us of the advertisers' goods and/or services and each advertiser is solely responsible for any representations made in connection with its advertisement.

Indemnity

You release and indemnify us and/or our related bodies corporate, officers, employees, agents and/or contractors against all actions, claims, demands, losses (including consequential losses) and/or costs (including legal costs) directly and/or indirectly suffered and/or incurred as a result of:

1. a breach by you of these Terms of Use;

2. your use of Links (as defined below) to our content; and
 3. your use of our content,
- whether or not legal proceedings are instituted and, if such proceedings are instituted, irrespective of the means, manner and/or nature of any settlement, compromise and/or determination.

Intellectual property rights

Intellectual property rights in the Web Site are owned and/or licensed by us.

Linking

Subject to your observance of these Terms of Use, we grant you a revocable, non-transferable and non-exclusive right to provide links, using any mechanism, from one location to another location on the internet ("Links").

In consideration of being granted this Linking right, you undertake:

1. not to copy, reproduce, translate, adapt, vary and/or modify any information accessible via the Web Site ("Material") without our express consent, except as expressly authorised by these Terms of Use;
2. not to bring into disrepute us, our related bodies corporate, our goods, our services and/or our officers and/or employees;
3. to use active Links to our Material;
4. not to use:
5. (a) any Links that provide a link to a web page or internet location that is part of the Web Site other than a Link to the home page of the Web Site or the home page of a subsidiary web site; and/or
6. (b) any method or mechanism of Linking, where it appears that the Linked Material is part of the web site containing the Link and/or the Linked Material is not part of the Web Site where it was originally located;
7. not to use any process by which a web page containing our Material will be returned in the search engine results when a search is conducted for a competitor's brand and/or identity and vice versa in connection with our Material;
8. to use our Material in the form in which it is provided;
9. not to alter, amend, redraw, distort, animate and/or tamper with any of our Material in any way;
10. to retain any copyright and/or trade mark symbols that appear in our Material;
11. to supervise and control the use of our Material in accordance with these Terms of Use;
12. to ensure your employees, contractors and/or other agents who have authorised access to our Material are made aware of these Terms of Use;
13. not to use our Material in a manner that gives the impression and/or represents that any person, organisation and/or event is in any way related to, sponsored by and/or affiliated with us; and/or
14. to comply, within a reasonable time, with any demand or request by us in relation to your use of our Material.

The Web Site may contain Links to other web sites. Those Links are provided for convenience only and may not remain current or be maintained.

We are not responsible for the content, privacy practices and/or other activities of Linked web sites.

Our Links with Linked web sites should not be construed as an endorsement, approval and/or recommendation by us of the owners and/or operators of those Linked web sites, and/or of any information, graphics, materials, goods and/or services referred to and/or contained in those Linked web sites, unless and to the extent stipulated to the contrary.

Security

Unfortunately, no data transmission over the internet can be guaranteed as totally secure. Whilst we strive to protect such information, we do not warrant and cannot ensure the security of any information which you transmit to us. Accordingly, any information which you transmit to us is transmitted at your own risk. Nevertheless, once we receive your transmission, we will take reasonable steps to preserve the security of such information.

Termination of access

Access to the Web Site may be terminated at any time by us without notice. Our disclaimer will nevertheless survive any such termination.

Governing law

These Terms of Use will be governed by and construed according to the laws of the State of Queensland and the Commonwealth of Australia.
You irrevocably submit to the exclusive jurisdiction of the courts of the State of Queensland and the Commonwealth of Australia.

General

We accept no liability for any failure to comply with these Terms of Use where that failure is due to circumstances beyond our control.

If we waive any rights available to us under these Terms of Use on one occasion, this does not mean that those rights will automatically be waived on any other occasion.

If any of these Terms of Use are held to be invalid, unenforceable and/or illegal for any reason, the remaining Terms of Use will nevertheless continue in full force.

Privacy collection statement

We may collect personal information about you, including the information you provide upon accessing and/or using the Web Site.

We collect this information for the purpose of:

1. providing services to you;

2. unless you indicate that you do not wish us to use your personal information for providing you with information about other services we offer that may be of interest to you;
3. facilitating our internal business operations, including the fulfilment of any legal requirements;
4. analysing our services and customer needs with a view to developing new and/or improved services; and/or
5. unless you indicate that you do not wish us to use your personal information for providing you with promotional information about us.

We may disclose this information to:

- (a) service providers who assist us in operating our business, however, these service providers are required to comply with our privacy policy in how they handle your personal information;
- (b) a purchaser of the assets and operations of our business, providing those assets and operations are purchased as a going concern; and/or
- (c) our related bodies corporate.

If the personal information you provide to us is incomplete and/or inaccurate, we may be unable to process your order and/or be unable to provide you with the services you are seeking.

You may access the personal information we hold about you in accordance with our [privacy policy](#).

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