

Website Terms and Conditions;

WE RECOMMEND YOU 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's relationship with you in relation to your use of this website.

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 Decorations by Jelena and our website and "You" and "Your" refers to you, the client, visitor, website user or person using our website.

AMENDMENT OF TERMS

We reserve the right to change, modify, add or remove portions of these terms at any time. Please check these terms regularly prior to using our website to ensure you are aware of any changes. We will endeavour to highlight any significant or substantive changes to you where possible. If you choose to use our website then we will regard that use as conclusive evidence of your agreement and acceptance that these terms govern your and Decorations by Jelenas' rights and obligations to each other.

LIMITATION OF LIABILITY

It is an essential pre-condition to you using our website that you agree and accept that Decorations by Jelena is not legally responsible for any loss or damage you might suffer related to your use of the website, www.decorationsbyjelena.com.au, whether from errors or from omissions in our documents or information, any goods or services we may offer or from any other use of the website. Your use of any information or materials on this website is entirely at your own risk, for which we shall not be liable.

It shall be your own responsibility 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), Decorations by Jelenas' 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 to purchase any alcohol products.

DELIVERY OF PHYSICAL GOODS

It is the purchasers responsibility to ensure all goods delivered to secure addresses (eg - apartments and units) will be received by the recipient. Alternatively, Decorations by Jelena will contact the recipient to arrange appropriate delivery time. All unsuccessful deliveries will result in the goods returned to Decorations by Jelena incurring additional fees to the purchaser. Collection of goods from Decorations by Jelena is available or the re-delivery of goods. The re-delivery of goods will incur an additional delivery fee to the purchaser.

Decorations by Jelena uses multiple reputable courier companies to deliver physical goods. Deliveries are processed promptly upon receipt of full payment. Delivery times may vary depending on the delivery company chosen. Decorations by Jelena is not responsible for goods that are either damaged in transit or not received. Decorations by Jelena should be notified immediately of damaged or lost goods. Replacement of damaged or lost items is made at the discretion of Decorations by Jelena.

EVENT TERMS AND CONDITIONS:

All quotes produced by Decorations by Jelena are generally valid for seven (7) days, unless otherwise stated. Full payment of all Events is required twenty one (21) days prior to event dates. Events are confirmed upon receiving a deposit of specified amount. All props provided by Decorations by Jelena are the property of Decorations by Jelena and provided on a hire only basis, unless purchased by the customer or client. Decorations by Jelena will collect all hired items, unless specified in event order/quote. If props are to be returned by client, this must occur within one (1) week of Event date. If hired items are damaged by customer or client this will incur additional fees to the value of prop.

If collection of hired items occurs outside of business hours, an additional charge will be incurred.

Decorations by Jelena reserves the right to photograph all arrangements upon installation for promotional material use.

WEDDING TERMS AND CONDITIONS:

All quotes produced by Decorations by Jelena are generally valid for seven (7) days, unless otherwise stated. All weddings require a minimum of a non-refundable 30% booking fee to confirm the date. This fee is used against the full balance, however not refundable if the Wedding is cancelled or moved to a date which we are not available. Full payment of all Weddings is required twenty one (21) days prior to Wedding date.

If collection of hired items occurs outside of business hours, an additional charge will be incurred.

Decorations by Jelena reserves the right to photograph all arrangements upon installation for promotional material use.

Cancellations made within two (2) weeks of Wedding date will result in loss of the complete payable amount.

All props or hired items provided by Decorations by Jelena are the property of Decorations by Jelena and provided on a hire only basis, unless purchased by the customer or client. Decorations by Jelena collects all props, unless specified in event order/quote. If props are to be returned by the client, this must be occur within one (1) week of Wedding date.

EVENT AND WEDDING PAYMENT TERMS:

All payments made by American Express will result in a 3% processing fee.

RETURNS AND REFUNDS

Decorations by Jelena handles returns and processes refunds in accordance with the Australian Consumer Protection legislation.

Products sold on this website and by this business are a perishable, natural item and flowers life span is dependent on species, resulting in some flower varieties living longer than others. Flowers are a product of nature; availability is dependent on season and markets. As a result, not all goods produced are as pictured on www.decorationsbyjelena.com.au, by accepting these terms and conditions you are acknowledging there may be discrepancies between images and produced goods.

Decorations by Jelena must be notified within two (2) days of purchase of all refunds or returns. Decorations by Jelena will not accept returns based on change of mind or design. In cases of flowers perishing within three (3) days of purchase and all care instructions have been followed or if Decorations by Jelena produced the incorrect goods, Decorations by Jelena may provide a replacement or gift certificate. The value of the gift certificate or replacement is at the discretion of Decorations by Jelena. Decorations by Jelena reserves the right to request images of original goods for our records. Replacement flowers will not be sent if the original goods have been disposed of or images have not been produced.

LINKS TO OTHER WEBSITES

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

Decorations by Jelena website may contain information provided by third parties for which Decorations by Jelena accepts no responsibility whatsoever for 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, Decorations by Jelena absolutely

disclaims all warranties, expressed or implied, including, but not limited to, implied warranties of merchantability and fitness for any particular purpose. Decorations by Jelena 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, at all times endeavour to have 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 Decorations by Jelena to bear any entire costs of servicing, repairs, or correction. The applicable law in your state or 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.

YOUR PRIVACY

At Decorations by Jelena we are committed to protecting your privacy. Our secure servers protect all information we receive from our customers. Decorations by Jelena respects the privacy and confidentiality of the information provided by you and adheres to the national privacy principles established pursuant to the Privacy Act 1988 (Commonwealth). Please read our separate Privacy Policy carefully.

You may change your details at any time by advising us in writing via email. All information we receive from our customers, is protected by our secure servers. 's secure server software encrypts all customer information before it is sent to us. Furthermore, all of the customer data collects is secured against unauthorised use or access. We do not store credit card information on our servers.

THIRD PARTIES

Decorations by Jelena does not and will not sell or deal in personal or customer information. We may however use in a general sense without any reference to your name, your information to create marketing statistics, identify user demands and to assist it in meeting customer needs generally. In addition, we may use the information that you provide to improve its website and its services but not for any other use.

DISCLOSE YOUR INFORMATION

Decorations by Jelena may be required, in certain circumstances, to disclose information in good faith and where Decorations by Jelena 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 Decorations by Jelena, our customers or third parties.

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 Decorations by Jelena. Decorations by Jelena expressly excludes and does not permit you to use or access its website, www.decorationsbyjelena.com.au, 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 Decorations by Jelena will hold you fully responsible for any loss that it might sustain and further holds you accountable for all profits that you might make from improper use. Decorations by Jelena reserves the right to exclude and not permit any person from using its website or any of the documents and information contained on it.

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.

Decorations by Jelena expressly reserves all copyright and trademark in its website and in all documents and information on its website and reserves 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 Decorations by Jelena concerning your use and access to Decorations by Jelenas' 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.

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 New South Wales and Australia. If there is a dispute between you and Decorations by Jelena that results in litigation then you must submit to the jurisdiction of the courts of New South Wales.