

Daisy Pool Covers - TERMS & CONDITIONS

PLEASE READ THESE TERMS & CONDITIONS CAREFULLY BEFORE USING THIS WEB SITE (THE "WEBSITE"). USING THIS WEBSITE, INCLUDING SIGNING UP TO THE NEWSLETTER OR COMPLETING A PURCHASE, INDICATES THAT YOU ACCEPT THESE TERMS OF USE. IF YOU DO NOT ACCEPT THESE TERMS OF USE, DO NOT USE THIS WEBSITE.

The Website is owned and offered by Mt Cotton Pty Ltd trading as Daisy Pool Covers (DAISY) to you, the user, conditioned upon your acceptance without modification of the terms and conditions set forth herein ("Terms of Use"). Access and use of the Website is subject to these Terms of Use and all applicable laws, statutes, and regulations. The Website has been designed to provide general information about DAISY and its business and to offer the opportunity to purchase DAISY products & receive regular newsletters and updates on DAISY products.

Acceptance of Conditions

Purchasing of DAISY products & subscription to the DAISY newsletter (newsletter) and use of the www.daisypoolcovers.com.au website (website) are governed by these Terms and Conditions. By purchasing/subscribing to the newsletter and using the website you have agreed to these Terms and Conditions. DAISY reserves the right to amend these Terms and Conditions at any time. Your continued access to the website and subscription to the newsletter will constitute your acceptance of any changes or revisions to the Terms and Conditions. Your failure to follow these Terms and Conditions may result in suspension or termination of your access to the website and the newsletter, without notice.

No Reliance

While DAISY has endeavoured to ensure the accuracy of the information accessed via the website and distributed via the newsletter, DAISY does not guarantee or give any warranty as to the accuracy, timeliness or completeness of any information or material on the website or in the newsletter.

Entry Into Competitions

As a subscriber of the newsletter you will be given the opportunity to enter competitions from time to time via the newsletter, as well as the opportunity to take advantage of special offers. Each competition and special offer is subject to terms and conditions which will be available to you via the newsletter at the time of entering the competition or viewing the offer. Any competition that is made available to the public is governed by its own terms and conditions subject to law. The terms and conditions of each competition will be made available to all prospective entrants and should be read in conjunction with this Agreement.

Online Purchases

If a product you purchase does not match the description on the Website, as your sole and exclusive remedy you may return the product, unused and unopened, to DAISY and receive a refund of your purchase price only. Items in your shopping cart will reflect the most recent

price (in Australian Dollars) displayed on the item's product detail page. Prices may be updated to adjust for different sales, limited pricing, and other discounting. Therefore, prices on the product detail page and in your cart may change after such updates to reflect the current prices. Placing items in your cart does not reserve the current prices shown at that time, and prices are reserved only by placing an order. From time to time, despite our efforts, a small number of the items in our catalogue may be mispriced. Please note that such errors or inaccuracies may be related to product descriptions, pricing and availability. In the event of a pricing error, DAISY will take one of the following options: (i) If an item's correct price is lower than our stated price, we will charge the lower amount and ship you the item; or (ii) if an item's correct price is higher than our stated price, we will, at our discretion, either contact you for instructions before shipping or cancel your order and notify you of such cancellation. We apologise for any inconvenience. If you are not satisfied with your purchase due to any errors or inaccuracies, you may return it in accordance with our [return procedure](#). Discounts are limited-time offers and are not valid with other offers. For shipping, cancellation, and other ordering questions, please refer to our [Refunds & Shipping Policy](#).

Links to the Website

The website and the newsletter may contain links to other websites and may on occasion display content or information from other websites within frames on the website. Websites or pages to which the website or newsletter are linked are for information only and have not been reviewed by DAISY. DAISY has no responsibility for the content of the websites or pages linked or linking to the website or the newsletter.

Editing and Deletions

DAISY reserves the right to review, edit, move or delete any material provided for display or placed on the website or in newsletters, without notice.

Use of Electronic Addresses

All electronic addresses of DAISY and its employees published on the website or in the newsletter are for business purposes only. The publication of those electronic addresses should not be taken as consent by DAISY and its employees to receiving unsolicited commercial electronic messages not directly related to the website, the newsletter or DAISY's business.

Privacy

Your purchase or subscription to the newsletter and your access of this website constitutes acceptance of our Privacy Policy. To view our Privacy Policy, [click here](#). (link to <http://www.daisypoolcovers.com.au/privacy-policy/>)

Spam

By purchasing DAISY products on line or subscribing to the newsletter you are consenting to receive electronic communications from DAISY regarding the newsletter and DAISY's products, offers and services. You can withdraw your consent by unsubscribing at any time simply by click "unsubscribe" or "manage subscriptions" from the electronic communication.

Intellectual Property

The website and newsletter are the property of DAISY. The website and the newsletter, including (but not limited to) text, content, software, video, music, sound, graphics, photographs, illustrations, artwork, photographs, names, logos, trade marks and other material (Content) are protected by copyright, trade marks and/or other proprietary rights. The Content includes both content owned or controlled by DAISY and content owned or controlled by third parties and licensed to DAISY. All individual articles, reports, and other elements making up the website and the newsletter may be copyright works. You agree to abide by all applicable copyright laws and by all additional copyright notices or restrictions contained in the website and/or newsletter. Except for the purposes of viewing the website and newsletter, you must not copy, adapt or distribute those materials unless you have first obtained our written consent to do so. You may not use any of DAISY's trade marks, trade names or brands without DAISY's prior express written consent and you acknowledge that you have no ownership rights in and to any of those names, brands or marks. You agree to notify DAISY in writing promptly upon becoming aware of any unauthorised access to or use of the website or newsletter by any party or of any claim that the website, newsletter or any of the contents of the website or newsletter infringes any copyright, trade mark, or other contractual, statutory or common law rights of any party.

Limit of Liability

DAISY makes no warranties or representation about any content or information on this website or in the newsletter, and to the extent permitted by law exclude (and where law does not permit an exclusion, limit to the extent permitted by law) all: warranties and representations about the currency, accuracy, suitability or reliability of any content or information on the website and newsletter; and liability for any direct, indirect and consequential costs, losses, damages and expenses incurred in any way (including but not limited to that arising from negligence), connected with any use or access to the website or any reliance on information contained on the website and newsletter. DAISY will not be held responsible for Content provided by third parties. DAISY is also not responsible for the reliability or continued availability of the telephone lines and/or equipment you use to access the website and newsletter. DAISY does not warrant that the website or newsletter are compatible with your computer equipment or that the website, the newsletter or their servers are free of errors or viruses, worms etc and DAISY is not liable for any damage you may suffer as a result of such destructive features. ANY ATTEMPT TO DELIBERATELY DAMAGE THE WEBSITE, THE NEWSLETTER OR THE INFORMATION ON THE WEBSITE OR IN THE NEWSLETTER, OR TO OTHERWISE UNDERMINE THE LEGITIMATE OPERATION OF ANY COMPETITIONS, MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, WHETHER SUCCESSFUL OR NOT, DAISY RESERVES THE RIGHT TO SEEK DAMAGES TO THE FULLEST EXTENT PERMITTED BY LAW.

Termination of Access to the Service

DAISY has the right to terminate or suspend your subscription to the newsletter and your ability to access the website, for any or no reason, without notice and without liability.

Feedback

While DAISY is pleased to receive feedback, comments and ideas from visitors to the Website, any information that you submit through the Website will be considered non-personal, non-confidential, and non-proprietary (other than personal information, as that term is defined in our [Privacy Policy](#)). Please read the [Privacy Policy](#) before submitting personal information to DAISY. Your use of the Website constitutes your acceptance of all the terms of the Privacy Policy. If you transmit any ideas, information, concepts, know-how or techniques or materials to us through the Website, you hereby grant DAISY an unrestricted, royalty-free, irrevocable license to use, reproduce, display, perform, modify, transmit and distribute them in any medium, and agree that DAISY is free to use them for any purpose.

Legalities

This website and the newsletter and their use are governed by the laws of Australia and the State of Western Australia. In consideration of your use of the Website, you represent that you are at least 18 years of age, or the legal age to form a binding contract in your jurisdiction if that age is greater than 18 years of age, and you agree to provide accurate and complete information about yourself as requested in any order or account registration form (the "Registration Data"). If DAISY suspects that your Registration Data is inaccurate or incomplete, DAISY may suspend or terminate your account. The Website may only be used by individuals who can form legally binding contracts under applicable law. Without limiting the foregoing, the Website is not available to children (persons under the age of 18). If you are under the age of 18, you can use the Website only in conjunction with, and under the supervision of, your parent or guardian who has agreed to the Terms of Use. If you do not qualify, do not use the Website. You shall indemnify, defend and hold harmless DAISY, its officers, directors, shareholders, employees, agents and representatives against all liability, demands, claims, costs, losses, damages, recoveries, settlements and expenses including without limitation interest, penalties, attorneys' fees, accounting fees, and expert witness fees arising out of or related to (i) your use of the Website or the Content and (ii) any breach or non-compliance by you of these Terms of Use. DAISY shall have the right at its own expense, but not the obligation, to assume the exclusive defense and control of any matter subject to indemnification by you, and you shall not in any event settle any matter without the prior written consent of DAISY. DAISY reserves the right to seek all remedies available at law or in equity for violations of these Terms of Use, including the right to block access from a particular internet address to the Website

REFUNDS & SHIPPING POLICY

Domestic Online Orders - Method of Refund or Exchange

If you change your mind, your DAISY product/s purchased via DAISY Online (www.daisypoolcovers.com.au) can be returned to us to (use the closest address to you): (1) Customer Returns, Daisy Pool Covers 120 Newton Road Wetherill Park NSW 2164 or (2) Customer Returns, Daisy Pool Covers 31 Furnace Road Welshpool WA 6106. Products must be unopened and in the original condition and must be sent back undamaged within **7 days** from original receipt of goods, your proof of purchase/order information must also be included in the return. Failure to meet with these conditions could result in an exchange or refund being denied.

The Credit Card or PayPal Account to be refunded, will be the Credit Card or PayPal Account which you ordered with.

The value of the DAISY product will be refunded only, unfortunately not the freight portion.

If you believe the product you received from DAISY pool covers is with fault please see Returns & Cancellations below.

International Online Orders - Method of Refund or Exchange

DAISY does not ship internationally without prior arrangement and freight quote. For all international enquiries please contact sales@daisypoolcovers.com.au with order requirements and full delivery address

Domestic Delivery

All Australia shipments will be dispatched via Star Track or Mainfreight. We strive to dispatch all orders within 48 hours (2 working days) of order placement. During high volume times, such as the October-December and other hot times, there may be a longer wait. We strive to dispatch all orders as quickly as possible during these times and we thank you for your patience.

As the items are of a bulky nature we are unable to deliver to post office boxes or private mail bags. A physical delivery address is required to dispatch the goods

If you are not home for delivery, the goods will be left safe. If they cannot be left safe a card will be left with the contact number of the transport company for you to call and re arrange delivery. If you have any delivery concerns or problems email sales@daisypoolcovers.com.au with your order details.

Shipments within Australia will be charged by the delivery post code at check out. Metro Perth, Brisbane, Sydney, Melbourne and Adelaide are free delivery. Metro area is defined by postcode ranges supplied by our transport company

Delivery Times

Sydney

1-3 Working Days

Melbourne

1-3 Working Days

Brisbane

1-3 Working Days

Canberra

1-3 Working Days

Adelaide

2-5 Working Days

Perth

1 - 3 Working Days

Hobart

4-6 Working Days

Darwin

5-7 Working Days

Regional Areas Add 2-4 days to your nearest capital city

If your order is not delivered within the correct time frame contact us at sales@daisypoolcovers.com.au DAISY will follow up with transport companies and respond with an expected delivery time as soon as we receive information

Insurance

DAISY takes full responsibility of the delivery, no third part insurance is required by you

Track Your Order

To locate your order at any time please email sales@daisypoolcovers.com.au with your full contact and order details.

Stock Availability

If for any reason stock is not available, you will be contacted via email and informed of the delay. You will be given a choice to wait for the product or a full refund

Privacy & Security

At DAISY, we want your online shopping experience to be comfortable, easy and safe. We have gone to great measures & installed security programs, to ensure all information used on our website is kept between DAISY and Yourself. All of your personal data (name, address, credit card number) will be kept secure, so it cannot be read by anyone over the internet. We are bound by the Commonwealth Privacy Act 1988, which set out a number of principles concerning the protection of your personal information. DAISY will not sell, rent or disseminate your personal information to other parties. We guarantee that every online transaction you make will be 100% safe. This means you pay nothing if unauthorized charges are made to your card as a result of shopping at our online store. Under the Fair Credit Billing Act, your bank cannot hold you liable for more than \$50.00 of fraudulent charges. If your bank does hold you liable for any of this \$50.00, DAISY will cover the entire liability for you, up to the full \$50.00. This liability will be covered when DAISY sights all documentation from a recognised bank confirming that the charges were made from our website, and were not authorised by the cardholder.

Liability of DAISY pool covers

Please check all your order details carefully before processing your order. DAISY will not take responsibility for any product lost or stolen that is addressed incorrectly, due to miss information given on your order form.

Returns and Cancellations

We regret we cannot offer a refund or exchange once the product has been opened and put onto a pool. When shopping at DAISY, all products sold are of the exact same standard and quality of those sold in stores. If for any reason, you believe the product is faulty/defective in any way, you may request an exchange of opened product, please contact our Customer

Service Team via sales@daisypoolcovers.com.au. DAISY will exchange a faulty/defect product if it is found there was a production error. If it is found the product is NOT faulty, the customer will be charged the shipping fees. If it is found that the product IS faulty, the product will be replaced (the same size and value of the original product ordered) and shipping will be paid for by DAISY. To do this, you must obtain a return authorisation number via email. Email your personal details, invoice number and product, along with the reason you believe the product is faulty to sales@daisypoolcovers.com.au. This will enable us to allocate you a return authorisation number & inform you where to send the faulty product. Cancellations: Due to the order processing of our web site and custom manufacturing of your product we cannot accept cancellations. Please make sure you select your products carefully.

Wrong Size Covers

If any product you have delivered is not the correct size that you have ordered email sales@daisypoolcovers.com.au with your consignment note number. DAISY will verify ordered size and delivered size, if the incorrect size was delivered DAISY will arrange a pick up and re delivery of the correct size. If you have miss measured your pool then ordered the wrong size pool cover, if there is a small percentage of water showing it will not affect the usage or operation or warranty of the pool cover. You will still receive all the advantages and benefits for using a pool cover. If you need a section added (welded) to the width, email sales@daisypoolcovers.com.au to obtain a return reference and full costing of extra material (minimum cost \$50.00) and freight (if applicable) then the cover needs to be returned to either the Perth manufacturing facility Daisy Pool Covers 31 Furnace Road Welshpool WA 6106 or the Sydney manufacturing facility Daisy Pool Covers 120 Newton Road Wetherill Park NSW 2164. Charges for extra material and re delivery (if required) will apply. Do not cut the cover to pool shape, if you cut to pool shape the welding process may shrink or distort the edge of the cover. Any re welding needs to be done within one month of the cover's life. After approximately one month the cover can lose it's 'weldability' therefore we may attempt to assist however take no responsibility of failed repair attempts. If the cover is too short, DAISY can not weld onto the length of the cover satisfactorily therefore a new pool cover is required