

Terms and Conditions

User Agreement

These terms and conditions apply to all purchases made from Laughter Works.

Orders & Delivery

All orders placed through this web site are subject to confirmation and acceptance by Laughter Works or its agent/s. Laughter Works may vary prices in the event of price changes or mistakes made by suppliers on reasonable prior notice to you. If Laughter Works requests payment for increased prices, you may cancel the order by giving notice to Laughter Works, which must be received within seven days of the announcement of the increase. Laughter Works or its agent/s will deliver the goods you order to the address you specify in your order, within the agreed time frame, subject to their availability. Where the goods are not available you will be notified of this by Laughter Works as soon as possible. Anyone at the delivery address who receives the goods will be presumed by Laughter Works or its agent/s to be authorised to receive the goods. If your goods include products in respect of which the law prescribes a minimum age for purchase, you must be over the age of 18 years (or such other minimum age as is prescribed by the law), and you must ensure that a person over that age is available to accept delivery of the goods. Laughter Works or its agent/s may refuse to deliver the goods if the person receiving the goods is unable or unwilling to provide evidence of proof of age. If there is no-one at the delivery address or no-one of appropriate age to receive and pay for the order, Laughter Works or its agent/s may charge you additional delivery fees. Once the goods are delivered to you, you will own them and it is your responsibility if they are lost or damaged. Laughter Works reserves the right to restrict sales to retail quantities when supplying resellers and distributors.

Renewals, Returns & Refunds

Laughter Works believes in secure eCommerce and will provide a 30 day money back guarantee for the products and services that are bought online. Laughter Works cannot guarantee that your business will be successful and cannot refund for a store after it has gone live on the web. In order to be eligible for the money back guarantee we must be notified within 30 days and we can only refund money paid to us. Laughter Works has an extensive dispute resolution process that must be exhausted before any refunds are issued.

All refund applications will be carefully considered and given at the discretion of the management. Your contract with Laughter Works is for a minimum period of 12 months. If it is not terminated for an acceptable reason agreed to by Management then it automatically renews for further 12 month periods on each anniversary of you agreeing to its terms (i.e. the date you made your application).

Prices & Payment:

For each online order, you must pay:

1. the applicable price for the relevant goods confirmed by Laughter Works; and
2. the delivery and handling fee specified on the web site at that time.

We are unable to accept COD charges. Payment must be cleared before the goods are dispatched unless you have approved credit facilities with Laughter Works.

Products

All our products are sent to you in good condition and packaged correctly, we cannot guarantee the condition of the product on arrival.

Your Account

You agree to take responsibility for the safekeeping of your user name and password. You are liable if your user name or password is used by an unauthorised person. You agree to release and indemnify Laughter Works in connection with any use (whether authorised or unauthorised) of your user name or password. Laughter Works may suspend or cancel your account at any time without prior notice.

Images and Graphics

Laughter Works aims to include up-to-date images and/or graphics of all of the goods on this web site. However, our picture of the goods may differ from the actual goods. We recommend you read the labels on the goods carefully before using the goods.

Privacy

Laughter Works will comply with Laughter Works' Privacy Statement. Laughter Works will not reveal your personal information to external organizations except for the purposes of fulfilling your order.

Liability

Any liability of Laughter Works in connection with goods or services supplied to you will, subject to any non-excludable liability for breach of conditions or warranties implied by legislation and to the maximum extent permitted by law, at the election of Laughter Works be limited to:

1. in relation to goods, the replacement of the goods or the supply of equivalent goods; and
2. in relation to services, the supplying of the services again or the payment of the cost of having the services supplied again.

Changes To Terms

Each order is governed by the terms and conditions current when the order is placed. Laughter Works may add to, delete or otherwise change these terms and conditions without notice. It is your responsibility to read and understand these terms and conditions each time you place an order.

Applicable Law

All purchases, and these terms and conditions, are subject to the laws of Victoria, Australia.

Exclusion and limitation of liability

TO THE FULL EXTENT PERMITTED BY LAW WE HEREBY EXCLUDE ALL CONDITIONS AND WARRANTIES NOT EXPRESSLY SET OUT HEREIN. EXCEPT AS SPECIFICALLY SET FORTH IN ELSEWHERE IN THIS AGREEMENT, WE MAKE OR GIVE NO EXPRESS OR IMPLIED WARRANTIES INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE, WITH RESPECT TO ANY GOODS OR SERVICES PROVIDED UNDER OR INCIDENTAL TO THIS AGREEMENT. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY US, OUR RESELLERS, AGENTS, REPRESENTATIVES OR EMPLOYEES SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THE EXPRESS WARRANTIES HEREBY GIVEN, AND YOU MAY NOT RELY ON ANY SUCH INFORMATION OR ADVICE.

1. Our total aggregate liability to you for any claim in contract, tort, negligence or otherwise arising out of or in connection with the provision of the Services shall be limited to the charges paid by you in respect of the Services which are the subject of any such claim and provided that you notify us of any such claim within one year of it arising.
2. In no event shall we be liable to you for any loss of business, contracts, profits or anticipated savings or for any other indirect or consequential or economic loss whatsoever.

Important note:

In the event that this agreement constitutes a supply of goods or services to a consumer as defined in the *Trade Practices Act 1974* or any other national, State or Territory legislation (the Acts) nothing contained in this agreement excludes, restricts or modifies any condition, warranty or other obligation in relation to this agreement and the goods and you where to do so is unlawful. To the full extent permitted by law, where the benefit of any such condition, warranty or other obligation is conferred upon you pursuant to any of the Acts,

our sole liability for breach of any such condition, warranty or other obligation, including any consequential loss which you may sustain or incur, shall be limited (except as otherwise specifically set forth herein) to:

- a) in relation to goods
 - i. the replacement of the goods or the supply of equivalent goods or payment of the cost of replacing the goods or acquiring equivalent goods; or
 - ii. the repair of the goods or payment of the cost of having the goods repaired;
- b) in relation to services
 - i. the supplying of the services again; or
 - ii. The payment of the cost of having the services supplied again as in each case we may elect.