

Terms & Conditions

OUR SERVICE

Creative Registry Australia (CRA) acts as a service provider for creative makers looking to sell their wholesale products and retailers interested in purchasing products, through an online search engine. This site is operated by creative Registry Australia which has an office in Port Macquarie, Australia and offers Australian handmade products to Australian retailers.

INTRODUCTION

Before you use the CRA website you must read, agree with and accept all of these Terms and Conditions of Use, and CRA's policies, including its Privacy and Security Policy. These policies change from time to time, and they form part of these Terms and Conditions of Use.

CRA reserves the right, at its absolute discretion, to change or modify all or any part of these Terms and Conditions of Use at any time, effective immediately upon publishing on the website (www.creativeregistryaustralia.com.au). If at any time these Terms and Conditions of Use are no longer acceptable to you, you should immediately cease use of the CRA website.

If you do not agree to accept and abide by these Terms and Conditions of Use, you should not access or use the CRA website.

These Terms and Conditions of Use are separated into three sections:

Definitions
Terms & Conditions of Agreement
Contact & Acknowledgement

DEFINITIONS

CRA- Creative Registry Australia

Creative- Creative is defined as the person who created the original product and has the right to sell the product

Retailer- Retailer is defined as a business who is registered and is wishing to purchase from creatives

User- User is defined as any person who browses or uses the CRA website for any purpose

Content- Content is defined as data, text, images, user names, graphics, photos, paintings, drawings, artworks, profiles or links or any other information whatsoever that is posted by CRA

Product- Product is defined as any product that is offered for sale on, or sold via the creative business

Wholesale- Wholesale is the business of selling of goods in large quantities and at low prices, typically to be sold on by retailers at a profit

Handmade- Handmade is completely or partially made by hand, not by machine, and typically therefore of superior quality.

Unique-unique is being the only one of its kind; unlike anything else.

Limited edition- Limited edition is an edition of a something or reproduction of a print or object, limited to a specific number of copies.

TERMS & CONDITIONS OF USE

Free registration period

*Free registration is available until January 1st 2019 and is a 6 month period in which the creative business does not pay a weekly subscription fee. The creative business will still need to complete a registration payment application at the time of registering but payment will not commence until 6 months after the business registers with CRA.

Service Region:

CRA services creatives and retailers in Australia.

Age and Responsibility:

The user represents and warrants that they are of sufficient legal age to use the CRA website and to create binding legal obligations for any liability they may incur as a result of the use of the CRA website. The user agrees to be responsible for all of their use of the CRA website (as well as for use of their username and password(s) by others).

Unauthorised Use:

The CRA website must not be used for any illegal or un-authorized purpose. The CRA website must not be hacked and/or any adaptations made to any aspect of the website.

Acceptable Content:

CRA aims to promote hand-made, original products created by Australian Creative practitioners and only allows products designed in Australia but produced off shore on a discretionary basis.

Creative products may include but is not limited to, original art, homewares, apparel, gifts, cards and jewellery.

Products must be hand made, original, unique or limited edition.

Unacceptable Content:

Users posting content on the CRA site must not infringe any copyright and/or intellectual property rights of any person, entity, organisation, trademark or other. Users must not misrepresent content, including products for sale, in the picturing and description of that content.

CRA does not accept content that is obscene in any way, pornographic, indecent, inflammatory, defamatory or racist to any person or group of people. Artistic nudes are accepted at the discretion of CRA.

The content posted on the CRA website must not be fraudulent or illegal in any manner nor contain viruses, Trojan horses, worms, or any other programming that may interfere, disrupt or corrupt the smooth operations of the entire CRA website, including all databases.

CRA encourages all users to the site to report any inappropriate content via the [Contact Us page](#).

CRA has the right, to remove any content posted at its absolute discretion.

Any unlawful, misrepresented or offensive content posted on the website is the sole responsibility of the user that posts such content.

Prices:

All prices shown on the CRA website are in Australian Dollars (AUD) Prices of products shown on the CRA website are set at the discretion of the creative.

Taxation responsibility:

Each party is responsible for their own taxes associated with each transaction and will account for any taxes imposed by governments or governing authorities, and related accounting or audit requirements arising out of, as a result of, incidental to, or in connection with obligations under this agreement. We recommend that you consult with your tax advisor as to the application of taxes for you, as the seller of products. This may include GST and other transactional taxes.

CRA will not collect money or pay taxes on your behalf as CRA is merely acting as an agent in facilitating the sale of your product to the retailer.

If you have an Australian Business Number (ABN) you may submit your ABN to the website where requested. If you do not have an ABN, or if you elect not to submit your ABN to the website, you will be required to provide more information about the circumstances under which you run your business.

Refusal & Termination of Service:

CRA reserves the right to refuse service to anyone at any time and at its absolute discretion. CRA reserves the right to modify, terminate or suspend registrations at any time, at its discretion, and without prior notice.

CRA reserves the right to terminate the CRABservice at any time and at its absolute discretion without prior notice.

Upon termination, any rights granted by the Creative to CRA under this agreement immediately revert to the Creative.

Disputes & Release:

CRA is released from any claims arising from disputes between users of the website, including disputes between Creatives and Retailers.

Liability:

The user assumes all responsibility and risk for use of the CRA website including and without limitation any of the content or information contained therein. CRA accepts no liability for any failure to comply with these Terms and Conditions of Use where such failure is due to circumstances beyond its reasonable control.

Including your work in promotions:

The Creative agrees to CRA using their images and information in promotional material to increase use of the website by Retailers.

Disclaimer:

CRA does not represent or guarantee that the CRA service or the CRA website, or any other website that is accessible using a hyperlink from this website will be current, or free from errors or viruses. CRA does not represent or guarantee that access to the CRA service or these websites will be uninterrupted.

The user acknowledges that the CRA service or the CRA website may be affected by outages, faults or delays. Such outages, faults or delays may be caused by factors, including but not limited to technical difficulties with the performance or operation of CRA's or another person's software, equipment or systems, traffic or technical difficulties with the Internet or infrastructure failures.

CRA does not warrant that any Creatives uploads to this website will be protected against loss, or misuse or alteration by third parties. CRA does not warrant that all uploaded content will be available on our website. If CRA elects in its sole discretion to make available content on its website, it does not warrant that it will be available within a certain time frame. CRA reserves the right to cancel and refund registration.

It is the responsibility of the user to ensure that they are not exposed to viruses, Trojan horses or any other code of a destructive nature.

CRA does not accept responsibility for any loss or damage, however caused (including through negligence), that users may directly or indirectly suffer in connection with their use of this website or any linked website, nor does it accept any responsibility for any such loss arising out of a user's use of or reliance on information contained on or accessed through this website.

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

if the breach relates to goods:

the supply of equivalent goods;

the payment of the cost of replacing the goods or of acquiring equivalent goods; or

the payment of the cost of having the goods repaired; and

if the breach relates to services:

the supplying of the services again; or

the payment of the cost of having the services supplied again

This disclaimer does not attempt or purport to exclude liability arising under statute if, and to the extent, such liability cannot be lawfully excluded.

CONTACT & ACKNOWLEDGEMENT

Contact: If you have concerns relating to the CRA website or these Terms and Conditions of Use, please contact CRA via any of the following means:

Email: hello@creativeregistryaustralia.com.au

Phone: 0403 515 622

Post: 1/1 Murray Street,
Port Macquarie, NSW
Australia