

## Terms and Conditions

### 1. About These Terms and Conditions

In these terms and conditions, “we”, “us” and “Constable Care” mean Constable Care Child Safety Foundation (Inc.) ABN: 64 399 865 631 of 48 Sixth Avenue, Maylands, Western Australia, 6051, Australia . “You” and “your” means you the customer. The “Product” means any product listed on the Constable Care web site which we agree to supply to you on the terms and conditions as set out herein. "Order" means an order placed by you in accordance with these terms and conditions. These Terms and Conditions, together with your order, constitute the entire contract between Constable Care and you the customer for the supply of products. No other Terms and Conditions will apply. The contract cannot be varied unless we agree to vary it in writing or by email.

### 2. Legal Capacity to Transact

If you are under the age eighteen (18) years you cannot place a product order and thereby enter into a contract with Constable Care.

By accepting these Terms and Conditions you acknowledge that you are over the age of eighteen (18) years. Any orders placed by you the customer and subsequently accepted by us will be deemed to be made by persons over the age of eighteen (18) years. Should Constable Care suffer any damage or other losses as a result of a transaction entered into by a minor, we reserve the right to seek compensation for such losses from the parents or guardians of the minor who entered into a contract with Constable Care.

### 3. Placing Your Product Order

You may place your order by filling in the order form on the Constable Care web site and submitting the order.

By placing an order, you make an offer to us to purchase the product(s) you have selected based on these Terms and Conditions. We will confirm acceptance of your order when we send you an email confirming the goods you have ordered.

If for any unforeseen reason we cannot process or accept your order after payment is received we will contact you by email. Constable Care will use best endeavors to resolve any issues concerning your product order or payment in a prompt, fair and equitable manner. Notwithstanding Constable Care reserves the right to refuse service, terminate accounts, remove or edit content, or cancel orders at its sole discretion.

### 4. Payment Methods and Processing

Constable Care accepts Visa and MasterCard only. Payment can also be made by direct deposit to the Constable Care bank account. Orders paid for by direct deposit will not be processed until payment has been received. Please ensure that you include the order/ invoice number in the transaction description.

Orders placed on a weekend or a public holiday will not begin payment processing until the next business day. Business days are Monday through Friday, excluding Western Australia public holidays. We process credit card payments after the final step of the web site sales process has been completed. For credit card payments we will email a tax invoice to you with your order confirmation. Your tax invoice is your proof of purchase. We reserve the

right to decline cards issued outside Australia. We reserve the right to request extra security checks before completing a transaction.

#### 5. Prices and GST

All products on the Constable Care web site are inclusive of GST unless otherwise stated. We reserve the right to change the prices of items for sale at any time and without prior notice.

#### 6. Delivery, Delivery Charges and Delivery Times

Unless specified by the customer in the order we will deliver your products to the delivery address as shown on your order confirmation. Delivery within Australia will be by Australia Post. The method of shipping will be dependent on weight; however we will endeavour to have the order to you by the fastest possible means. Most Australia Post services will be delivered within 5 working days from dispatch, although some remote areas may take longer. A standard postage and handling charge of \$10.00 Inc GST will apply to all orders. Constable Care reserves the right to change prices for delivery at any time. Delivery charges for orders to be sent outside Australia are subject to confirmation at the time the order is placed.

##### **Delivery Times**

All orders on this website are processed within 48 hours. If there are any unforeseeable delays, you will be contacted by our customer service team.

Orders will be shipped to you by Australia Post, or if and when more appropriate, a Courier Service of our choosing.

Orders sent with Australia Post will be through Standard Service Satchels.

If a courier service is used the package must be signed for. If no-one is present to accept delivery a slip will be left in the mail box so that you can contact the courier service to arrange collection of your package.

With our nominated Courier Service we recommend that your nominated delivery address is one where someone is present to accept your delivery between the hours of 9.00am and 5.00pm. Our courier cannot guarantee a specific delivery date or time. If no one is present to accept the delivery a slip will be left in the mail box so that you can negotiate a suitable arrangement for final delivery or collection.

Although every effort is made to ship your order according to the estimated delivery times provided, estimated ship times may change due to changes in supply or circumstances beyond our control. If your Product has not arrived after the estimated delivery time, please contact us here.

Title and risk of loss to all products will pass to you on delivery.

##### **Products Damaged in Transit**

All orders are delivered by Australia Post or by our nominated Courier Service which is an independent courier company. Damage, loss or theft incurred as a result of using this delivery option is at the purchaser's risk.

Notwithstanding please either email us at [sales@constablecare.org.au](mailto:sales@constablecare.org.au) or call 61 8 9272 0000. We will use best endeavors to resolve the situation in a fair and reasonable manner.

#### 7. Supply and Refund Policy

Subject to these terms and conditions and the receipt of full payment we will supply you with the products indicated on the relevant order confirmation. If your goods are faulty please return them and all documentation relating to the sale, within seven days of receiving them. In this event and if the item is returned in accordance to the timeframe set out herein Constable Care will provide a replacement on a 'like for like' basis.

We cannot refund goods due to customer error when purchasing. Please ensure you have the correct item, color, size and style before finalizing your purchase.

#### 8. Limitation of Liability

Information on this website is provided 'as is' and we disclaim all representations, warranties and conditions, express or implied of any kind, including to the extent permitted by law, as to satisfactory quality or fitness for purpose.

While we make every effort to ensure that the information contained within the website is complete, accurate and current, we expressly do not guarantee that the information is complete, accurate or current and assume no responsibility for any errors or omissions of any kind in the content of the website.

We reserve the right to amend or supplement the information supplied on this website without prior notice.

Links available on the website link to websites not maintained or controlled by us. We provide these links for your convenience and are not responsible for their content and do not endorse any pages linked to this website. This also applies to any links to which this website refers, whether directly or indirectly.

We shall not be liable to any party for any direct, indirect, special, or consequential damages or any damages whatsoever resulting from loss of use, data, profits or expense whether in an action of contract, negligence, or other action arising out of any use of our services or in connection with the use or performance of this website, or the content of this website or referred to on this website or any other website you may access through this website.

#### 9. Copyright

This website and its contents are subject to copyright.

Other than for the purposes of fair dealing, criticism, review, study or research, you may not copy, print or store by electronic or any other means a part or the whole of this website or its contents.

#### 10. General

You shall not assign any rights and obligations under these Terms and Conditions whether in whole or in part without the prior written consent of Constable Care. Any unauthorized assignment shall be deemed null and void.

If any provision of these Terms and Conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Terms and Conditions and the remainder of the provisions in question shall not be affected thereby.

Under the Trade Practices Act 1974 ("Act"), where implied conditions and warranties cannot be excluded, any liability in Constable Care for breach of such conditions and warranties (other than a condition or warranty implied by section 69 of the Act) shall be limited, at the option Constable Care, to the replacement of the Product(s) or the re-supply of the same Product(s); the payment of the cost of replacing the Product(s) or of acquiring equivalent Product(s).

Neither our failure nor your failure to enforce any Term or Condition constitutes a waiver of such Term or Condition. Such failure shall in no way affect the right to later enforce such Term or Condition.

Constable Care reserves the right to change the Terms and Conditions of sale at any time.

#### 11. Force Majeure

Constable Care shall not be liable for any delay in performing any of its obligations under these Terms and Conditions if such delay is caused by circumstances beyond the reasonable control of Constable Care, and Constable Care shall be entitled to a reasonable extension of time for the performance of such obligations.

#### 12. Governing Law

These Terms and Conditions shall be governed by and construed in accordance with the laws of Western Australia and shall be subject to the non-exclusive jurisdiction of the courts of Western Australia.