

## TERMS AND CONDITIONS OF SALE

These Terms and Conditions set out the terms of the agreement between you and Drought Angels. By using our website or purchasing products from us (via our website, at events, or our merchandise stand), you agree to be bound by these Terms and Conditions (**Terms**).

These Terms may be changed at any time without notice. By continuing to access and use this website you accept and agree to the most recent terms of use as displayed on this website.

In these Terms:

“Drought Angels” means Drought Angels Limited (ABN 47 611 990 697) of 29 Malduf Street, Chinchilla, Queensland;

“Order” means an offer made by you to purchase the products subject to these Terms in response to an invitation to treat made by Drought Angels via our website, at events or our merchandise stand;

“store” means the Drought Angel’s premises at 28 Malduf Street, Chinchilla, Queensland;

“us”, “our” or “we” means Drought Angels;

“you” means anyone who uses our website or purchases products from us;

“website” means ‘droughtangels.org.au’ owned and operated by Drought Angels.

### 1. Website Information

- 1.1. Whilst we try and ensure that all details, descriptions and prices which appear on this website are accurate, we reserve the right to correct any errors. We will not be liable for any inaccuracies, errors or omissions in our website content.
- 1.2. You agree that Drought Angels cannot be held responsible for any inaccuracy or errors caused by incorrect information supplied to Drought Angels or by manufacturers of suppliers changing product specifications without notice to Drought Angels.
- 1.3. Product measurements as shown on the website might be modified or vary slightly.
- 1.4. Photographs are for illustrative purposes only.
- 1.5. Some items which appear on this website are for illustrative purposes only and will not be available for purchase.
- 1.6. We may change or add to this website (including these Terms) or the information, products and services without notice.

### 2. Intellectual Property

- 2.1. No content may be copied, distributed, transmitted, reproduced, republished, uploaded, modified, archived, sampled, posted in any way, in whole or in part, without the express prior written authorisation of Drought Angels.
- 2.2. You acknowledge that all intellectual property rights including logos, designs, images, trademarks, graphics, distinctive brand features and icons are owned by Drought Angels and nothing in these Terms give you a right to use, modify, distribute, store, transmit publish or display any of them.
- 2.3. You may view this website and its contents for personal and non-commercial use only.

### **3. Disclaimer**

- 3.1. Drought Angels excludes all implied conditions and warranties with respect to this website and its content except to the extent that such an exclusion would contravene any applicable law.
- 3.2. Drought Angels disclaims all responsibility and all liability (including without limitation, liability in negligence) for any expense, damage, cost or loss (including incidental, special or consequential loss) you might incur as a result of your use of this website or its content, including as a result of transmission of a computer virus.

### **4. Orders**

- 4.1. When you complete your Order, you may be prompted on whether you wish to collect your products from our store or delivery. If collecting from our store, please check our website for the days and times that our store is open for collections.
- 4.2. Once your Order has been received by us, we accept your offer to purchase the products in accordance with these Terms, and an agreement is formed between us and you.
- 4.3. You acknowledge that to the extent permitted by law, Drought Angels is not liable you in any way for any loss or damage howsoever caused, arising directly or indirectly in connection with the electronic transmission of your Order or any failure by us to receive that Order.
- 4.4. Once you have placed your Order, it cannot be cancelled or revoked by you unless expressly provided for in these Terms. We recommend that you carefully review any proposed orders before proceeding with your Order. Refunds are not normally provided when you have simply changed your mind or made a wrong selection.
- 4.5. Drought Angels may for any reason reject any Order placed by you, including for any error in the advertised price or description of the product. Products on this website might sell out and become unavailable or out of stock. Any representations about availability of any product is accurate to the last known stock level and is subject to change.
- 4.6. If we are unable to supply a product for any reason, we will notify you by telephone or email as soon as possible.

### **5. Price**

- 5.1. Prices shown on the website are in Australian dollars and include GST where applicable. Prices may not include delivery and handling charges and are subject to change.
- 5.2. Any products shown on the website that do not have a price beside the image are not offered for sale including any accessories shown in any image of products.

### **6. Payment**

- 6.1. All payments (including any applicable delivery charges) must be received by us prior to delivery of or collection by you of the products.

- 6.2. You agree to pay for all delivery charges as calculated and listed on the Order confirmation at the time of purchase.
- 6.3. Payments made be made by Master Card, Visa or PayPal, subject to any terms and conditions of these providers.

## **7. Collection, delivery and ownership of products**

- 7.1. We will endeavour to deliver your Order as quickly as possible. Delivery times may be greater for regional or remote areas or for international destinations. You will be notified of the estimated delivery or collection date as soon as reasonably practicable after you place your Order.
- 7.2. If you select to collect the products from our store, we will contact you by telephone or email to notify you when your Order is available for collection. You must then collect your Order within 5 days. If you fail to do so, we have the right to cancel your Order.
- 7.3. It is your responsibility to notify us of any change of address, email address or phone details.
- 7.4. Drought Angels is not liable you in any way for any loss or damage howsoever caused, arising directly or indirectly in connection with any delay of the delivery of your Order. Drought Angels will not accept any responsibility for delivery failures or delay by our third party delivery contractor.
- 7.5. Title and risk in the products pass to you on delivery or collection of the products from our store (as the case may be).

## **8. Warranties**

- 8.1. Our products come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the products repaired or replaced if products fail to be of acceptable quality and the failure does not amount to a major failure.
- 8.2. We recommend you immediately inspect your products on delivery or as soon as reasonably practicable after collection from our store to ensure that you satisfied with the products including that they are of acceptable quality.

## **9. Products damaged in transit**

If any products arrived damaged, please contact us as soon as possible and provide pictures of the damage, and we will arrange for the products to be returned to us. All damaged goods must be returned in the condition received by you with all original packaging. We will arrange for a replacement of the products or if that is not possible, refund the price to you.

## **10. Repairs, Returns and Refunds**

- 10.1. Products must be returned within a reasonable time. If products cannot be easily returned to us because of their size, or fault please contact us and we may arrange an inspection to assess the product. We reserve the right to determine in our absolute discretion whether the products are damaged or faulty and you acknowledge and agree that we may seek reimbursement from you of any costs incurred by us when the product is found to be without fault, or we have assessed the products

to have been damaged by misuse or accident, or your rights under the Australian Consumer Law or manufacturer's warranty to do apply.

10.2. Where we consider the products to have breached a consumer guarantee under the Australian Consumer Law, we will arrange and pay for any shipping costs to return the products to us.

10.3. Any products returned to us for repair, will be assessed and/or repaired within a reasonable time. We reserve the right not to repair any product and to either provide you with a replacement product or a refund.

10.4. We are not obliged to provide you with a refund for your Order if you simply change your mind.

10.5. If we cancel your Order to your failure to collect your products from our store in accordance with clause 7.2, we will provide you with a partial refund, being the price you paid less any bank or transaction fees incurred by us for processing the payment.

10.6. Refunds will normally be processed within 7 days and will be paid using your original method of payment.

## **11. Indemnity**

Without limiting or excluding any rights you may have under the *Competition and Consumer Act 2010* (Cth), you will at all times indemnify and keep indemnified Drought Angels, including its directors, officers, employees and agents ("the Indemnified Parties"), from and against any loss (including reasonable legal costs and expenses on a full indemnity basis) or liability incurred or suffered by the Indemnified Parties arising from any claim, demand, suit, action or proceeding by you and/or any person through you, where such loss or liability arises out of, or in connection with, any act or omission by you and/or your breach of these Terms.

## **General**

1.1. We may amend these Terms at any time without notice to you.

1.2. Any provision of these Terms which is void or unenforceable may be severed without affecting the enforceability of other provisions.

1.3. Failure by us to exercise or enforce any right or provision under these Terms will not constitute a waiver of such right or provision.

1.4. These Terms will be governed by the laws of Queensland, Australia and you irrevocably submit to the non-exclusive jurisdiction of the Courts of Queensland.

## **Enquiries**

Enquiries regarding these Terms should be directed to: [admin@droughtangels.org.au](mailto:admin@droughtangels.org.au)