

## **TERMS AND CONDITIONS**

These terms and conditions (the "Terms and Conditions") govern the use of **www.themamacollective.com.au** (the "Site"). This Site is owned and operated by Jessica Coleman. This Site is an ecommerce website.

By using this Site, you indicate that you have read and understand these Terms and Conditions and agree to abide by them at all times.

### **Intellectual Property**

All content published and made available on our Site is the property of Jessica Coleman and the Site's creators. This includes, but is not limited to images, text, logos, documents, downloadable files and anything that contributes to the composition of our Site.

### **Sale of Goods**

These Terms and Conditions govern the sale of goods available on our Site.

The following goods are available on our Site:

- Baby products.

These Terms and Conditions apply to all the goods that are displayed on our Site at the time you access it. This includes all products listed as being out of stock. All information, descriptions, or images that we provide about our goods are as accurate as possible. However, we are not legally bound by such information, descriptions, or images as we cannot guarantee the accuracy of all goods we provide. You agree to purchase goods from our Site at your own risk.

We reserve the right to modify, reject or cancel your order whenever it becomes necessary. If we cancel your order and have already processed your payment, we will give you a refund equal to the amount you paid. You agree that it is your responsibility to monitor your payment instrument to verify receipt of any refund.

### **Subscriptions**

Your subscription automatically renews and you will be automatically billed until we receive notification that you want to cancel the subscription.

To cancel your subscription, please follow these steps: Subscriptions need to be cancelled before renewal date to avoid automatic payment. No refunds will be issued for late cancellation.

## **Payments**

We accept the following payment methods on our Site:

- Credit Card;
- PayPal; and
- Debit.

When you provide us with your payment information, you authorise our use of and access to the payment instrument you have chosen to use. By providing us with your payment information, you authorise us to charge the amount due to this payment instrument.

If we believe your payment has violated any law or these Terms and Conditions, we reserve the right to cancel or reverse your transaction.

## **Shipping and Delivery**

When you purchase goods from our Site, the goods will be delivered through one of the following methods:

- We offer free express delivery on orders that contain more than 1 item. A flat fee of \$15 applies to a single item purchase. We also offer local order collection for free..

Delivery will take place as soon as reasonably possible, depending on the delivery method selected. Delivery times may vary due to unforeseen circumstances. Please note that delivery times do not include weekends and public holidays.

You will be required to pay delivery charges in addition to the price for the goods you purchase.

If you purchase goods from us for delivery to a destination outside Australia your purchase may be subject to import duties and taxes applied by the destination country. You are responsible for paying any such duties or taxes. Please contact your local customs office for more information before making a purchase. We are not responsible for the payment of any such duties or taxes and are not liable for any failure by you to pay them.

You are required to provide us with a complete and accurate delivery address, including the name of the recipient. We are not liable for the delivery of your goods to the wrong address or wrong person as a result of you providing us with inaccurate or incomplete information.

## **Refunds**

### **Refunds for Goods**

Refund requests must be made within 14 days after receipt of your goods.

Refunds do not apply to the following goods:

- sale items, online subscription and workshop tickets.

## **Returns**

Returns can be made by mail. To return a good by mail, follow the following procedure:

Please use the contact page on our website to get in touch and we will email further instructions and directions to return your product. Once you have the details, return via your local post office. Return postage is at the buyers expense.

## **Consumer Protection Law**

Where the *Australian Consumer Law*, Schedule 2 of the *Competition and Consumer Act 2010*, or any other consumer protection legislation in your jurisdiction applies and cannot be excluded, these Terms and Conditions will not limit your legal rights and remedies under that legislation. These Terms and Conditions will be read subject to the mandatory provisions of that legislation. If there is a conflict between these Terms and Conditions and that legislation, the mandatory provisions of the legislation will apply.

## **Limitation of Liability**

Jessica Coleman and our directors, officers, agents, employees, subsidiaries, and affiliates will not be liable for any actions, claims, losses, damages, liabilities and expenses including legal fees from your use of the Site.

## **Indemnity**

Except where prohibited by law, by using this Site you indemnify and hold harmless Jessica Coleman and our directors, officers, agents, employees, subsidiaries, and affiliates from any actions, claims, losses, damages, liabilities and expenses including legal fees arising out of your use of our Site or your violation of these Terms and Conditions.

## **Applicable Law**

These Terms and Conditions are governed by the laws of the State of Queensland.

## **Severability**

If at any time any of the provisions set forth in these Terms and Conditions are found to be inconsistent or invalid under applicable laws, those provisions will be deemed void and will be removed from these Terms and Conditions. All other provisions will not be affected by the removal and the rest of these Terms and Conditions will still be considered valid.

### **Changes**

These Terms and Conditions may be amended from time to time in order to maintain compliance with the law and to reflect any changes to the way we operate our Site and the way we expect users to behave on our Site. We will notify users by email of changes to these Terms and Conditions or post a notice on our Site.

### **Contact Details**

Please contact us if you have any questions or concerns. Our contact details are as follows:

(04) 2028 4634

themamacollectivegc@gmail.com

6 Pegasus Court, Currumbin Waters, QLD 4223

You can also contact us through the feedback form available on our Site.

Effective Date: 1st day of January, 2022