

Terms and Conditions – Product Sales

1 Background

- (a) Reef Check Foundation Ltd (ABN 46 108 200 933) (**we, us, our**) is a not-for-profit organisation which is involved in monitoring and promoting the health of reefs.
- (b) These Terms and Conditions for Products - Sales (**Terms and Conditions**) apply to each sale of products by us.
- (c) By purchasing any products (**Products**) via the Sea Store on our website, or in any other way, you agree to be bound by these Terms and Conditions.

2 Definitions

Business Day means a day that is not Saturday, Sunday or a public holiday in Queensland, Australia.

Claim means any action, suit, proceeding or demand.

Government Agency means any government or governmental, administrative, monetary, fiscal or judicial body, department or commission, authority, tribunal, agency or entity.

Law means all applicable present and future laws, including:

- (a) acts, ordinances, regulations, by-laws, orders, awards and proclamations of the jurisdiction of Queensland or the Commonwealth of Australia;
- (b) authorisations from any Government Agency;
- (c) principles of law or equity; and
- (d) standards, codes and guidelines.

Loss means any loss, liability, cost, charge or expense (including legal costs and expenses on a full indemnity basis) that a party suffers or incurs.

3 Purchase of Products

- (a) You agree to purchase the Products set out in your order in accordance with these Terms and Conditions.
- (b) You cannot cancel an order for Products once the order has been submitted.

4 Payment, tax invoice and GST

- (a) You must pay for the Products in full at the time you submit an order.
- (b) We will issue a tax invoice to you in relation to the sale of the Products.
- (c) The amount that you paid for the Products includes GST (as that term is defined in *A New Tax System (Goods and Services Tax) Act 1999* (Cth)).

5 Delivery

- (a) We will dispatch the Products to the address set out in your order within 7 Business Days of receiving your payment.
- (b) The Products will typically be delivered within 7 Business Days of dispatch, but delivery times may vary based on location and other factors.
- (c) Delivery to locations outside of Australia may attract additional fees. We will inform you of any additional delivery fees. You must pay for these additional fees in order for the Products to be delivered.
- (d) If we do not have the Products in stock then we will use reasonable endeavours to source and dispatch them within a reasonable timeframe. We will notify you if we are unable to source the Products within a reasonable timeframe and you will have the option of choosing substitute goods or receiving a refund for the Products.
- (e) Subject to any Law:
 - (i) title to the Products will pass to you once we receive your payment;
 - (ii) risk in the Products will pass to you once we dispatch the Products to the postal address set out in your order; and
 - (iii) we are not liable for any loss or damage to the Products that occurs during their delivery, including while they are being loaded or unloaded from the delivery vehicle.

6 Warranties

- (a) To the maximum extent permitted by Law, we provide no warranties, representations or guarantees in relation to the Products.
- (b) All warranties, guarantees, conditions and other terms in relation to the Products (express, implied, statutory or otherwise) are excluded, or limited, to the fullest extent permitted by Law.

7 Limit of liability

- (a) Subject to clauses 7(b) and 7(c), our liability to you (including liability for consequential loss) in connection with the Products is completely excluded.
- (b) Subject to clause 7(c), if our liability to you in connection with the Products cannot be excluded in accordance with clause 7(a) due to the operation of any Law, our liability to you (including liability for consequential loss) is limited, at our option, to:
 - (i) replacing the Products or supplying equivalent products;
 - (ii) repairing the Products;
 - (iii) refunding your payment;
 - (iv) paying you the cost of replacing the Products or acquiring equivalent products; or
 - (v) paying you the cost of having the Products repaired.
- (c) If our liability to you in connection with the Products cannot be limited in accordance with clauses 7(a) and 7(b) due to the operation of any Law, our liability to you (including liability for consequential loss) is limited to the fullest extent permitted by Law.

8 Indemnity

To the maximum extent permitted by Law, you indemnify us and our officers, agents and employees against all Claims and Loss arising in connection with any act or omission by you in connection with your use of the Products.

9 Consumer Rights

- (a) You may, in some circumstances, have rights as a consumer under the Australian Consumer Law and other Laws which cannot be excluded, modified or restricted (**Consumer Rights**). These rights may relate to conditions, warranties and guarantees in relation to the Products.
- (b) These Terms and Conditions (including clauses 5(e), 6, 7 and 8) do not exclude, restrict or modify any Consumer Rights that you may have.

10 Returns and exchange

In general we do not accept the return or exchange of Products. Notwithstanding this, if you want to speak to us about the potential to return or exchange any Products, please contact us using one of the methods set out in clause 14(c).

11 Delay

We are not liable for any delay in the performance, or for any non-performance, of our obligations under these Terms and Conditions which directly or indirectly results from circumstances beyond our control.

12 Personal information

We will use any personal information that you (or your nominee, if applicable) provides us in accordance with our privacy policy (as amended from time to time), which can be accessed at <http://www.reefcheckaustralia.org/privacy.html>.

13 Intellectual Property

- (a) No Intellectual Property rights in the Products are transferred to you as a result of you purchasing the Products.
- (b) In this clause 13, **Intellectual Property** means all intellectual and industrial property, whether registered or not, existing anywhere in the world including patents, designs, trade marks, plans, drawings, specifications, computations, files, copyright, trade secrets or confidential information.

14 General

- (a) (**Severance**) Any provision of these Terms and Conditions which is void, illegal or unenforceable in any jurisdiction does not affect the validity, legality or enforceability of that provision in any other jurisdiction or of the remaining provisions in that or any other jurisdiction.
- (b) (**Jurisdiction**) These Terms and Conditions are governed by the laws of Queensland, Australia. The parties submit to the non-exclusive jurisdiction of the courts of Queensland, Australia.
- (c) (**Notices**) If you want to contact us in relation to the Products, you can contact us by:
 - (i) phone, on 0402 284 681;
 - (ii) email, at support@reefcheckaustralia.org; or
 - (iii) post, at 9/10 Thomas Street, West End, Queensland 4105.