

# Samford State School Uniform Shop Terms and Conditions



## 1. Acceptance

1. Any instructions received by Samford State School Uniform Shop from the Client for the supply of Goods and/or the Client's acceptance of Goods supplied by Samford State School Uniform Shop shall constitute acceptance of the terms and conditions contained herein.
2. Where more than one Client has entered into this agreement, the Clients shall be jointly and severally liable for all payments of the Price.
3. Upon acceptance of these terms and conditions by the Client the terms and conditions are binding and can only be amended with the written consent of Samford State School Uniform Shop.

## 2. Price and Payment

1. At Samford State School Uniform Shops sole discretion the Price shall be either:
  - (a) as indicated on invoices provided by Samford State School Uniform Shop to the Client in respect of Goods supplied; or
  - (b) Samford State School Uniform Shop's current price at the date of delivery of the Goods according to Samford State School Uniform Shop's current Price list.
2. Samford State School Uniform Shop reserves the right to change the Price in the event of a variation to Samford State School Uniform Shop's quotation.
3. Payment MUST be received before delivery of the Goods.
4. All online payments must be made by credit card.

## 3. Delivery of Goods

1. The processing of all online orders and delivery of the Goods to the nominated child's classroom shall take place within Uniform Shop Hours. Once the goods have been delivered or picked up, the Client takes possession/ownership of the Goods.
2. All goods are supplied and delivered in 'Brand New Condition'.
3. Samford State School Uniform Shop DOES NOT offer postage of goods. DELIVERY TO CLASSROOM OR PICK UP ONLY.
4. Samford State School Uniform Shop shall not be liable for any loss or damage whatsoever due to failure by Samford State School Uniform Shop to deliver the Goods (or any of them) promptly or at all, where due to circumstances beyond the control of Samford State School Uniform Shop.

#### **4. Risk**

1. In relation to classroom deliveries, if any of the Goods are damaged, destroyed or lost following delivery but prior to possession passing to the parent, Samford State School Uniform Shop is not liable or responsible for the damaged, destroyed or lost goods.
2. Whilst every care is taken by Samford State School Uniform Shop to carry out the instructions of the Client, it is the Client's responsibility to undertake a final proof reading of the order/instructions. Samford State School Uniform Shop shall be under no liability whatever for any errors not corrected by the Client in the final proof reading.

#### **5. Defects**

1. The Client shall inspect the Goods on delivery and shall within seven (7) days of delivery (time being of the essence) notify Samford State School Uniform Shop in writing of any alleged defect, shortage in quantity, damage or failure to comply with the description or order. The Client shall afford Samford State School Uniform Shop an opportunity to inspect the Goods within a reasonable time following delivery if the Client believes the Goods are defective in any way. If the Client shall fail to comply with these provisions the Goods shall be presumed to be free from any defect or damage. For defective Goods, which Samford State School Uniform Shop has agreed in writing that the Client is entitled to reject, Samford State School Uniform Shop's liability is limited to either (at Samford State School Uniform Shop's discretion) replacing the Goods or repairing the Goods.

#### **6. Warranty**

1. For Goods not manufactured by Samford State School Uniform Shop, the warranty shall be the current warranty provided by the manufacturer of the Goods. Samford State School Uniform Shop shall not be bound by nor be responsible for any term, condition, representation or warranty other than that which is given by the manufacturer of the Goods.

#### **7. Cancellation/Refund**

1. In the event that the Client cancels their order and therefore delivery of Goods, the Client may be liable for any loss incurred by Samford State School Uniform Shop. If a refund is required to be processed, a 3% re-stocking fee will be charged.