

Our Lady of the Sacred Heart Primary School Darra (OLSH)

Uniform Shop Terms and Conditions

1. Accepting our Terms and Conditions

- a. Any orders received by the OLSH Uniform Shop from the Customer for the supply of uniform items and/or the Customer's acceptance of uniform items supplied by the OLSH Uniform Shop will constitute acceptance of the terms and conditions contained herein.
- b. An acceptance of these terms and conditions by the Customer will be binding and can only be amended with the written consent of the OLSH Uniform Shop.

2. Price and Payment

- a. At the OLSH Uniform Shop sole discretion of the Price will be either:
 - i. as indicated on invoices provided by the OLSH Uniform Shop to the Customer in respect of uniform items supplied
 - or
 - ii. OLSH Uniform Shop's current price at the date of delivery of the uniform items according to the OLSH Uniform Shop's current Price List.
- b. Payment **MUST** be received before the uniform items leave the OLSH Uniform Shop.
- c. All online payments must be made by credit card (*Visa Card, Mastercard only accepted*). No other cards will be accepted.

3. Delivery of Uniform items

- a. The processing of all online orders and delivery of the uniform items to the nominated child's classroom will take place within Uniform Shop hours. Once the uniform items have been delivered or picked up, the Customer takes possession/ownership of the uniform items.
- b. All uniform items are supplied and delivered in 'Brand New Condition' unless purchasing second-hand items.
- c. The OLSH Uniform Shop **DOES NOT** offer postage of uniform items. **DELIVERY TO CLASSROOM OR PICK UP ONLY.**

4. Risk

- a. The OLSH Uniform Shop will not be liable for any loss or damage whatsoever due to the failure to deliver the uniform items (*or any part thereof*) promptly or at all, due to circumstances beyond the control of the OLSH Uniform Shop.
- b. In relation to classroom deliveries, if any of the uniform items are damaged, destroyed and/or lost following delivery but prior to being received by the Customer, the OLSH Uniform Shop is not liable or responsible for the damaged, destroyed and/or lost uniform items.
- c. Whilst every care is taken by the OLSH Uniform Shop to carry out the instructions of the Customer, it is the Customer's responsibility to read and understand their order. The OLSH Uniform Shop will not be responsible for a customer's misunderstanding of the details of their order.

5. Defects

The Customer is responsible for inspecting the uniform items on delivery and must notify the OLSH Uniform Shop within seven (7) days of any alleged defect, shortage in quantity, or failure to comply with the order. The Customer will afford the OLSH Uniform Shop an opportunity to inspect the uniform items within seven (7) days from notification of the alleged defect. If the Customer fails to comply with these provisions the uniform items will be presumed to be free from any defect and/or damage. For defective uniform items, which the OLSH Uniform Shop has agreed in writing that the Customer is entitled to reject, the OLSH Uniform Shop's liability is limited to either replacement of the uniform items or repair of the uniform items (*at the OLSH Uniform Shop's discretion*).

6. Warranty

For uniform items not manufactured by the OLSH Uniform Shop, the warranty will be the current warranty provided by the manufacturer of the uniform items. The OLSH Uniform Shop will not be bound by nor be responsible for any term, condition and/or warranty other than that which is given by the manufacturer of the uniform items.

7. Cancellation

If the Customer cancels their order and therefore delivery of uniform items, the Customer may be liable for any loss incurred by the OLSH Uniform Shop.

8. Returns, Refunds or Exchange Policy

The Returns Policy applies to non-defective items. For defective items see section 5.

The OLSH Uniform Shop will only accept items for return under the following conditions:

- a. For all returns the following conditions must be met:
 - any tags must remain in place,
 - items have not been washed, named, or worn,
 - due to health regulations, we cannot exchange socks or hats - **Please choose carefully.**
 - requests for exchange or returns are not accepted on second-hand items.

- b. A request for an exchange or refund must be made within 1 month of the original purchase date. An exception may be made to this policy if the uniform items were purchased during Term 4 for use in the subsequent calendar year.

- c. Requests for refunds or exchanges **MUST** be accompanied by the original "**PROOF OF PURCHASE - TAX INVOICE.**" In the event you are unable to provide your Tax Invoice, you will need to provide an approximate date of purchase so that your receipt of purchase can be located and verified.

- d. Returns cannot be processed through the online system. Requests for returns must be presented in person or in writing at the OLSH Uniform Shop. Items will be assessed, and a determination made whether the item being returned is in its original condition and has not been worn, washed, or named. Only then can an exchange or refund be processed.

- e. An approved refund will be processed according to the transaction method for the item's original purchase.

Example: -

- If the item was purchased with cash, the refund will be issued in cash.
- If an item was purchased with a credit card, the refund will be issued back to the same credit card. Note that credit card details are not kept, so these details will again be required for a refund.