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# THE CAMPING MUMS CLUB SHOP TERMS & CONDITIONS

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## INTRODUCTION

This document, The Camping Mums Club Online Shop Terms & Conditions, describes the terms & conditions governing your use of and access to the Online Shop (The Shop) for The Camping Mums Club available on website for The Camping Mum ('TCM' 'we' or 'us') – <http://www.thecampingmum.com>. TCM incorporates The Camping Mums Club (The Club).

This document, together with the TCM Privacy Policy and the Website Terms & Conditions comprise the Terms of Use for The Camping Mum website.

If you would like a printed version of this document, you can print this page using your browser, or contact us for a copy. Our contact details are listed at the end of this document.

To meet your expectations about the website TCM takes all measures to comply with:

- Australian Direct Marketing Association (ADMA) Code of Practice,
- Competition and Consumer Act 2010 (Cth); and
- The relevant jurisdictional laws of the State of Queensland, Australia.

If you have any questions not addressed by this document, please feel free to contact us using the methods at the end of this policy under the heading "How to contact The Camping Mum".

## YOUR ACKNOWLEDGEMENT OF THE SHOP TERMS & CONDITIONS

By using The Shop, you acknowledge that you have read and understood this document. Please note that this policy does not extend your rights or TCM's obligations beyond those defined in relevant applicable legislation.

Should there be any inconsistency between this policy and relevant applicable legislation, this document shall be interpreted to give effect to and comply with the legislation.

## LIMITATION OF LIABILITIES

To the maximum extent permitted by law, TCM excludes all liability for any loss or damage of any kind (including special, indirect or consequential loss and including loss of business profits) arising out of or in connection with the

website content and the use or performance of the TCM website except to the extent that the loss or damage is directly caused by TCM's fraud or wilful misconduct.

If TCM becomes liable for any breach of any guarantee, condition or warranty, TCM's liability for breach of any guarantee, condition or warranty shall be limited to at its option (and, provided it is fair and reasonable to do so), any one or more of the following:

- a) In the case of goods: replacement of the goods or the supply of equivalent goods; repair of the goods; payment of the cost of replacing the goods or acquiring goods; or payment of the cost of having the goods repaired; and
- b) In the case of services: to either resupplying the services or payment of the cost of having the services supplied again.

## **INTELLECTUAL PROPERTY**

The materials displayed on this website, including without limitation all editorial materials, information, photographs, illustrations, artwork and other graphic materials, and names, logos and trade marks, are the property of TCM and are protected by copyright, trade mark and other intellectual property laws.

Any such content may be displayed and printed solely for your personal, non-commercial use within your organisation provided that any copyright notice on such a display or page is not removed. You agree not to reproduce, retransmit, distribute, disseminate, sell, publish, broadcast or circulate any such material to any third party without the express prior written consent of TCM.

Save for the above, and unless expressly granted, TCM does not grant any licence or right in, or assign all or part of, its intellectual property rights in the content or applications incorporated into the TCM website or in the user interface of the TCM website.

## **SECURITY INFORMATION**

At the time that you place your order and are asked to supply personal information you enter a secure environment. From that time, the link between

your Web browser and the Australia Post Online Shop will be protected using a security certificate. This will be indicated by the appearance of a padlock on your browser.

You should note that credit card numbers will not be stored on the web site and will never be made publicly available. All information concerning your order is encrypted and can only be viewed by members of the Australia Post Online Shop team with authorised access to that information. As noted your credit card details are not visible to the members of the Australia Post Online Shop team.

## STOCK

### SHOP ACCURACY

Care has been taken to ensure that the products and descriptions of all items in The Shop are accurate. TCM does not, however, promise or represent that The Shop is accurate or free from errors or omissions and reserves the right to make any necessary corrections. You should enquire with us directly to ensure the accuracy and currency of the material you seek to rely upon.

In the event that incorrect information is included in The Shop, a correction will be placed within The Shop's content area, as soon as practicable.

### STOCK AVAILABILITY

TCM will endeavour to supply all items publicised in The Shop. Similarly, products will be removed from the The Shop as soon as TCM becomes aware that those items are unavailable. However, there may be unavoidable occasions when:

- All or part of your order cannot be fulfilled immediately, or
- All or part of your order cannot be fulfilled at all.

Where part of an order cannot be fulfilled immediately, the part that can be supplied will be dispatched as soon as possible. Where part of your order cannot be fulfilled at all you will be advised as soon as possible by email or telephone.

All products displayed in The Shop that have a limited sales period will have the withdrawal date clearly shown.

However, where a product which does not have a specified sales period becomes unavailable due to unexpected or high demand, and that item is ordered by you before TCM has withdrawn that item from The Shop, TCM will not be held responsible for inability to complete that order. In this instance, you will be advised ASAP by email or telephone.

### UNACCEPTABLE ORDERS

TCM reserves the right to reject an order if, in its opinion (acting reasonably), the order is unacceptable.

### MINIMUM AND MAXIMUM ORDER VALUE

There is no minimum or maximum value The Shop orders.

### DELIVERY STANDARDS

TCM Shop orders will only be sent to addresses within Australia, as recognised by Australia Post. Orders may be sent by TCM through Australia Post or a private courier company.

TCM will endeavour to dispatch all orders within 1-2 working days of receiving the order and endeavour to have all orders delivered within 3-10 business days from receipt of order.

Items may be delivered to you individually and/or separately where they are fulfilled from different locations or on different dates where part of your order cannot be fulfilled immediately.

### INCORRECT DETAILS SUPPLIED

Please note that acceptance of your order implies that we will endeavour to fulfil your order within the time specified in the Delivery Standards. The following situations are exceptions:

- If and when incorrect payment details, including credit card details, are supplied;
- Where correct credit card details are supplied but funds are not approved.

- Where fraudulent activity is suspected / identified
- Where cleared funds through your nominated payment method have not been received

In the event that you supply incorrect payment or delivery details, TCM will take all reasonable steps to contact you using the personal details that you have provided. In the event that your supplied contact details are incorrect, however, TCM will not be held responsible for not fulfilling your order, nor for being unable to advise you that this is the case.

## REFUND POLICY

All products sold by TCM must be:

- fit for the purposes for which goods of that kind are commonly supplied
- acceptable in appearance and finish
- free from defects
- safe, when used in accordance with usage instructions and in a way that is considered reasonable and appropriate
- durable, when cared for in accordance with care instructions and in a way that is considered reasonable and appropriate.

You can return an item to us if:

- it's faulty
- it's incorrectly described
- it's different from a sample shown
- it doesn't do what we said it would do
- it's not of an acceptable quality.

If the product is unsafe, can't be fixed within a reasonable time, or you simply would not have bought it given the nature of the defect, we'll offer you an exchange, repair or refund.

To ask for an exchange, repair or refund, you'll need to prove that you purchased the product via The Shop. If you can't provide an order confirmation, another form of proof of purchase will be required.

If the product is assessed to be faulty or unfit for its intended purpose, refunds will be issued using the same method as your original payment.

To return your item, please contact TCM via options listed in the “How to Contact The Camping Mum” section, and you will be advised of the returns process.

The provisions of this section of The Shop Terms & Conditions do not derogate from any rights you may have under law, including the Australian Consumer Law.

### CHANGE OF MIND RETURNS

TCM does not offer change of mind refunds or returns.

### GOODS AND SERVICES TAX

All prices are inclusive of Australian Goods and Services Tax (GST) where applicable. TCM will issue a compliant tax invoice where appropriate.

### THIRD PARTY WEBSITES

The TCM Website may contain links to other websites operated, controlled or produced by third parties. Unless otherwise indicated, TCM does not control, endorse, sponsor or approve any such third party websites or their content nor does TCM provide any warranty or take any responsibility whatsoever for any aspect of those websites or their content.

### LINKS TO THE CAMPING MUM WEBSITE

If you wish to establish a link to the TCM website, you must first seek approval from TCM. To seek approval, please contact us using the methods at the end of this policy under the heading "How to contact The Camping Mum".

The following information will be required to assess your request:

1. the URL of the website that you seek to establish a link from
2. a brief description of your website

3. the reason that you wish to establish a link.

If TCM agrees to your proposed link, you must comply with any terms and conditions imposed by TCM as a condition of such agreement. If the nature and/or content of your website changes in any significant way, you must contact TCM and provide a new description of your website.

## HOW TO CONTACT THE CAMPING MUM

If you have a question, query, compliment, complaint or wish to simply get in touch with TCM, you can:

- write to us at:  
The Camping Mum  
PO Box 819  
Coorparoo QLD 4151
- email us at:  
[thecampingmumsclub@gmail.com](mailto:thecampingmumsclub@gmail.com)
- call us on 0407171827 between 9.00am and 3.00pm EST Monday to Friday excluding Public Holidays.

## CHANGES TO TERMS & CONDITIONS

We will post changes to the Online Store Terms & Conditions and publish the effective date when this document is updated.

Version 1.0 Created: 28 February 2019