



# PENINSULA

— G R A M M A R —

## Online Store Terms & Conditions

### 1. Online Terms

This agreement is a contract between the customer (you) and Peninsula Grammar, 20 Wooralla Drive, Mount Eliza, Victoria 3930 (Peninsula Grammar Uniform Shop Online). These terms apply to the ordering, purchase and collection of goods from the Uniform Shop online store at <https://secure.tps.vic.edu.au/> and form a contract between you and Peninsula Grammar Uniform Shop Online (Terms) as amended from time to time.

These Terms contain important information about the ordering, processing and collection of goods, including limitations of liability.

All orders and purchases made through Peninsula Grammar Uniform Shop Online are subject to the Terms and Conditions outlined below. These Terms and Conditions may change from time to time without prior notice at the discretion of Peninsula Grammar.

### 2. Definitions

**Business Day** means a week day in which trading banks are open for the transaction of banking business in Melbourne, Australia.

**GST** has the meaning given in A New Tax System (Goods and Services Tax) Act 1999 (Cth).

**Law** means any written rule or collection of rules, including, but not limited to any statute, regulation, order or rule, any government ordinance or by-law, any governmental agency's rule, regulation or determination, and any form of custom or policy recognised and enforced by judicial decision.

**Personal Information** has the meaning given in the Privacy Act 1988 (Cth).

**Price** means the purchase price of each good(s) as specified on the website (including GST).

**Returns** means Peninsula Grammar return conditions as outlined in point number 9.

### 3. Compliance with Terms and Conditions

You will be bound by these Terms when you submit an order via the Peninsula Grammar website. Each order you place will be a separate contract between you and Peninsula Grammar Uniform Shop Online for the supply of goods, under these Terms.

### 4. Placing Orders for Goods

An order submitted by you is an offer by you to purchase goods for the price as specified at the time you submit your order.

You acknowledge that all orders are for goods intended for personal and non-commercial use only.

In completing the order form, you agree to provide complete and accurate personal details to enable the processing and delivery of your order. This information will also be used as confirmation at the time of collection.

Peninsula Grammar Uniform Shop Online will not be liable to you for your loss or that of any third party for a delay or failure to process, fulfil or deliver goods to you due to inaccurate or incomplete personal details provided in an order by you.

You may order from Peninsula Grammar Online if you are aged 16 years or over, possess a credit or debit card, and have an active email account and a telephone number at which you can be contacted.

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Once you submit your order, cancellations of your order or changes to the goods in your order cannot be made (unless by agreement with Peninsula Grammar Uniform Shop Online or otherwise under these Terms). However, you can return goods under the return conditions. You should check your order carefully before submission. For terms on cancellations, returns, refunds or exchange please refer to point 9.

### 5. Acceptance and Rejection of Orders

Peninsula Grammar Uniform Shop Online reserves the right to accept or reject your order for any reason at any time. When we accept an order, it constitutes an agreement by Peninsula Grammar Uniform Shop Online to supply the goods under these Terms. If we reject an order, we will notify you of the reason for rejection via email within 5 business days.

Peninsula Grammar Uniform Shop Online will not be liable to you for your loss or that of any third party for the rejection of an order.

Peninsula Grammar Uniform Shop Online is for the sole use of Peninsula Grammar students and community, and we reserve the right to reject an order.

If we reject an order and your payment for the goods has already been processed, we will refund any money paid to us in respect of that order.

If we cannot make contact with you about your order using the contact details you provide when ordering and after having made reasonable and repeated attempts to contact you, we will reject the order and notify you of that rejection via telephone or email within 5 business days.

### 6. Availability of Goods

From time to time, some goods on the website may be out of stock or unavailable and we may not be able to fulfil all or part of your order. If this happens, Peninsula Grammar Uniform Shop Online will use reasonable endeavours to either:

- a. source the goods as soon as practicable; or
- b. contact you within 5 business days to either:
  - i. arrange a full or partial refund; or
  - ii. change your order to replace the goods with a comparable product in a similar price range (where available) as agreed with you; or
  - iii. come to an alternative arrangement.

Where a comparable product or alternative arrangement cannot be agreed, we will refund you the price paid for the goods.

We may withdraw or suspend from sale any goods displayed on the Peninsula Grammar website, either temporarily or permanently, at any time. Peninsula Grammar Uniform Shop Online will not be liable to you for any loss you or any third party suffers as a result of a withdrawal or suspension of sale of a particular item or items.

Where goods ordered have been withdrawn or suspended from sale and your payment has already been processed, we will refund any money paid to us.

Peninsula Grammar reserves the right not to honour any incorrect pricing represented on the website made by genuine human or system error. Where your order is affected by an error on the website (for example, in a description, an image, price or otherwise), we will reject that part of the order affected by the error. You will be refunded the value of that part of your order affected by the error, and Peninsula Grammar Uniform Shop Online will fulfil the remainder of your order. If you are not satisfied with the partial fulfilment of your order, you may return your order to us under the Return Conditions.

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You acknowledge and agree that:

- a. all pictures and images of goods displayed on the website are for illustrative purposes only, and the sizes and dimensions of goods may differ in real life, and any accessory featured with the goods is for illustrative purposes only, and may be sold separately;
- b. you have read any written description of the goods on the website before submitting your order;
- c. the colour of goods as shown on the website may vary slightly in real life; and
- d. where we provide dimensions and measurements in the descriptions of goods, it is your responsibility to ensure that the actual size is suitable for your purpose prior to submitting your order.

## 7. Price and Payment

The price in respect of goods is specified on the website.

Unless otherwise stated, all prices quoted are in Australian Dollars and where applicable, inclusive of goods and services tax (GST). Any fees and charges imposed by these Terms also include GST where applicable.

Peninsula Grammar Uniform Shop Online reserves the right to change or alter prices of goods on the website without notice to you. If you have already submitted an order at a particular price, there will be no change or alteration to that price (provided your order is not affected by a pricing error).

For each order, we will charge you and you agree to pay the price specified at the time the order is submitted.

You can pay for your goods by credit card only. When paying by credit card, you authorise Peninsula Grammar Uniform Shop Online to place a hold up to the value of your order on your card. Payment is only debited from your card at the time your order is ready for collection. The name on the credit card used for the payment must match the name on the order.

Any payment for an order must be cleared by Peninsula Grammar Uniform Shop Online before goods are released for collection. If your payment cannot be processed, your order will be rejected and you will be notified of this at the time of placing the order. If a credit card payment cannot be processed you should contact your card issuer first to try to resolve the problem.

In paying or attempting to pay for goods, you agree that you have not engaged in any fraudulent conduct or contravened any Law.

**You will receive an order confirmation by email once payment has been processed.**

Where an order is split, you may see two separate transactions on your payment statement.

## 8. Collection of Goods

All goods are supplied and delivered in 'Brand New Condition'.

Collection of orders is from the Uniform Shop the day after ordering. During School holidays, orders may be collected at the start of each Term.

Please note that during busy periods of the year, (prior to the school year commencing, start of each term, season change over) we may take an extra day or two to prepare your order. If you place an order during these periods, please call the Uniform Shop to confirm that your order is ready for collection.

The Online Store accepts no responsibility for loss or damage to goods after collection.

Peninsula Grammar Uniform Shop Online takes every care to carry out the instructions of the purchaser, however, it is the responsibility of those purchasing from the online store to undertake a final check of the order prior to submission. Peninsula Grammar Uniform Shop Online accepts no liability whatsoever for any errors in the order.

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## GRAMMAR

### 9. Order Cancellations, Refunds, Returns, Exchange

Unless provided for under these Terms, no cancellations or changes to orders will be accepted. You should carefully check that your order is accurate before you submit it to us. You will, however, be able to return goods under the Return Conditions.

In the event that the purchaser cancels their order and therefore does not take delivery of goods, the purchaser may be liable for any loss incurred by Peninsula Grammar Uniform Shop Online. The loss may be up to the value of the order if the school is unable to return the goods to the supplier.

**Due to health regulations there is absolutely no exchange or refund on bathers or socks.**

Please note that students will need to ensure the correct fitting prior to purchase. This can be done by visiting the Uniform Shop prior to making an online purchase.

We are happy to exchange incorrect items (except bathers and socks) as long as the items are returned to the Uniform Shop in their original, unused, unworn and unwashed condition, with proof of purchase (sales receipt) within 10 business days. Items are to be returned in their original undamaged new condition (i.e. shirts folded or items in their packaging as received by you).

Returned items deemed not to be in original condition e.g. dirty or damaged in any way, will not be refunded or exchanged.

If Peninsula Grammar Uniform Shop Online processes a refund under these Terms, it will use reasonable endeavours to process the refund within 5 business days. Your receipt of your refund will depend on the period of time it takes your financial institution to reimburse the refund. Peninsula Grammar Uniform Shop Online is not liable for any loss, damage, cost, expense or injury you or any third party incur as a result of any delay in processing your refund

It is a condition of Visa, MasterCard, and other card schemes that refunds be processed on the same card as the original payment was made in order to minimise the possibility of fraudulent activity.

### 10. Defects

Please check your purchases at time of pick up and prior to leaving the Uniform Shop. Should you notice any alleged defect with the product or shortfall in quantity, please contact the Uniform Shop staff immediately while you are still at the School.

Any alleged defects will need to be examined by the supplier prior to being replaced or refunded.

### 11. Warranty

Where a warranty applies to a product, the warranty will be the current warranty provided by the manufacturer of the goods. Peninsula Grammar Uniform Shop Online 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.

### 12. Second-hand items

Second-hand items are not available for purchase through Peninsula Grammar Uniform Shop Online.

### 13. Privacy

Personal Information, such as your contact details that you provide to us during the order process will be kept and used by us for the purpose of processing your order, and will not be used for any other purpose.

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— G R A M M A R —

## 14. Warranties you make to Peninsula Grammar Uniform Shop Online

You represent and warrant to Peninsula Grammar Uniform Shop Online that Peninsula Grammar will not be liable for any expense or injury (including indirect loss such as loss of revenue, profits, anticipated savings, goodwill or business opportunity, injury to your reputation) in contract, tort, under statute or otherwise, howsoever caused including arising directly or indirectly from or in connection with these Terms.

Subject to any rights you have under any consumer protection law, Peninsula Grammar Uniform Shop Online excludes to the fullest extent possible under Law, all implied terms and warranties whether statutory or otherwise, relating to the subject matter of these Terms. You are entitled to certain rights under consumer protection law that cannot be excluded.

Our liability to you for loss or damage of any kind arising out of these Terms and Conditions will be reduced or limited to the extent (if any) that you cause or contribute to the loss or damage. Peninsula Grammar Uniform Shop Online is required to comply with all card scheme rules in order to be able to accept these card types, and as such, all of your refunds will be credited to the card you used to pay for your order.

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The Peninsula School Limited ACN 004 451 192 trading as Peninsula Grammar. CRICOS Provider Code: 00333A  
A school in association with the Anglican Church of Australia