

# Terms and Conditions of Use

## The Co- Australia Pty Ltd

ACN 627 831 841

ABN 53 627 831 841

These terms and conditions of use apply to the sale of all goods sold by The Co- Australia Pty Ltd (TCA) unless otherwise agreed in writing by TCA.

### 1. DEFINITIONS

- 1.1. **'Customer'** means the purchaser of Goods from TCA.
- 1.2. **'Fee'** means commission received by TCA's Client or amount donated to TCA's Client where the organisation is a deductible gift recipient.
- 1.3. **'Goods'** means goods and services supplied by TCA to the Customer.
- 1.4. **'Invoice'** means a tax invoice issued by TCA to the Customer in respect of the Purchase Order.
- 1.5. **'Member'** means a registered member of the Website.
- 1.6. **'Partner'** means the individual, organisation or registered charity who has formally engaged TCA to supply the Goods.
- 1.7. **'Portal'** means the online portal of TCA's Website, set up by TCA for the purpose of providing the Goods to Customers.
- 1.8. **'Payment Gateway Provider'** means payments for Purchase Orders using credit card, Apple Pay, Google Pay or Shopify Pay.
- 1.9. **'Price List'** means the price list provided by TCA (as amended from time to time), provided on the Portal.
- 1.10. **'Purchase Order'** means an order for Goods submitted by the Customer to TCA in accordance with clause 7.
- 1.11. **'Terms and Conditions of Use'** (Terms) means these terms and conditions issued on 17th July 2019 as amended from time to time.
- 1.12. **'TCA'** means The Co- Australia Pty Ltd.
- 1.13. **'TCA's Client'** means Partner.
- 1.14. **'Website'** means [www.co-au.com.au](http://www.co-au.com.au)/[Partner page].

### 2. GENERAL

- 2.1 The following Terms apply to all visitors and Members of this Website and by accessing the Website you are agreeing to our Terms as stated below. You may also accept the Terms by clicking to accept or agree to the Terms where this option is made available to you in the user interface.
- 2.2 Please read the Terms carefully before placing any orders.
- 2.3 Unless otherwise stated all of the contents of the Website (including without limitation text, photograph, images, video and audio) are the exclusive property of TCA and cannot be used or reproduced without explicit permission.

### 3. ABOUT THE WEBSITE

Welcome to the Website. The Website provides you with an opportunity to browse and purchase various products that have been listed for sale through the Website (the 'Goods'). The Website provides this service by way of granting you access to the content on the Website (the 'Goods').

The Website is powered by The Co- Australia Pty Ltd (ACN 627 831 841). Access to and use of the Website, or any of its associated products or services, is provided by TCA. Please read these terms and conditions of use (the 'Terms') carefully. By using, browsing and/or reading the Website, this signifies that you have read, understood and agree to be bound by the Terms. If you do not agree with the Terms, you must cease usage of the Website, or any of the services, immediately.

TCA reserves the right to review and change any of the Terms by updating this page at its sole discretion. When TCA updates the Terms, it will use reasonable endeavours to provide you with notice of updates to the Terms. Any changes to the Terms take immediate effect from the date of their publication. Before you continue, we recommend you keep a copy of the Terms for your records.

#### **4. ACKNOWLEDGEMENT**

The Customer acknowledges that TCA has entered into a contract with TCA's Client under the terms of which TCA and TCA's Client have agreed the basis on which TCA will offer to supply Goods to the Customer.

The Customer further acknowledges that the Customer has been made aware that TCA's Client will receive a Fee from TCA in respect of the Goods purchased by the Customer.

The Customer further acknowledges that TCA may amend or vary these Terms if agreed in writing by TCA and TCA's Client.

#### **5. REGISTRATION**

- 5.1. In order to complete the checkout process on the Portal, you must first register as a user of the Website. As part of the registration process, or as part of your continued use of the Portal, you may be required to provide personal information about yourself (such as identification or contact details), including:
  - a. preferred username;
  - b. email address; and
  - c. password.
- 5.2. You warrant that any information you give to TCA in the course of completing the registration process will always be accurate, correct and up to date.
- 5.3. Once you have completed the registration process, you will be a registered Member of the Website and agree to be bound by the Terms.
- 5.4. You may not use the Portal and may not accept the Terms if:
  - a. you are not of legal age to form a binding contract with TCA; or
  - b. you are a person barred from receiving the Goods under the laws of Australia or other countries including the country in which you are resident or from which you use the Portal

#### **6. YOUR OBLIGATIONS AS A MEMBER**

- 6.1. As a Member, you agree to comply with the following.
- 6.2. In using the Portal you warrant that you have familiarised yourself with, and agree to be bound by, the applicable Terms, Privacy Policy and other relevant legal documentation provided by the Payment Gateway Provider.
- 6.3. You will use the Portal only for purposes that are permitted by:
  - a. the Terms;
  - b. any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdictions;
  - c. you have the sole responsibility for protecting the confidentiality of your password and/or email address; and
  - d. you will not use the Portal or Website for any illegal and/or unauthorised use.

#### **7. ORDERS**

- 7.1. Purchase Orders must be submitted online to TCA via the Portal.
- 7.2. Once you have placed your order you will receive an email acknowledging the details of your order.
- 7.3. The TCA reserves the right to refuse any Purchase Order.
- 7.4. There is no contract for the supply of Goods until a Purchase Order is accepted by TCA.
- 7.5. TCA will use reasonable endeavours to fulfil Purchase Orders in a timely manner on TCA's acceptance of the Purchase Order. TCA do not guarantee delivery dates or time frames. Refer to clause 10 and clause 16.
- 7.6. TCA do not guarantee the supply of Goods under a Purchase Order and will advise the Customer as soon as practicable if TCA is unable to supply the Goods. If payment has been made by the Customer and TCA is unable to supply the Goods, TCA will refund the Customer its payment in full.
- 7.7. TCA may withhold supply or decline to supply Goods without notice, if the Customer is in breach of these Terms.

## **8. PRICING AND GST**

- 8.1. Prices shown on the Website are quoted in AUD and are inclusive of GST.
- 8.2. TCA reserves the right to alter the Price List at any time.

## **9. TERMS OF PAYMENT**

- 9.1. Payment for all Goods must be made on submitting a Purchase Order via the Portal.
- 9.2. Payment can be made by credit card, Apple Pay, Google Pay or Shopify Pay.
- 9.3. Accelerated checkouts store shipping and payment information for returning Customers to help them check out faster.
- 9.4. TCA will issue a Tax Invoice to the Customer with their dispatched order.
- 9.5. The Customer will pay to TCA any costs directly or indirectly incurred by TCA in enforcing these Terms. These costs include but are not limited to costs incurred in recovering any amounts owing to TCA by the Customer.
- 9.6. The Customer indemnifies TCA for any loss or damage suffered by TCA as a result of any breach of these Terms by the Customer.

## **10. SHIPPING AND DELIVERY**

- 10.1. You acknowledge that the Goods offered by TCA integrate delivery through the use of third party delivery companies.
- 10.2. You acknowledge and agree that TCA is not the provider of these delivery options and merely facilitates your interaction with the delivery service providers in respect of providing the delivery service.
- 10.3. TCA is not responsible for shipping delays or damage to Goods during shipping or other means of delivery of Goods to the Customer.
- 10.4. The Customer is responsible for paying the delivery charges at the time of placing the Purchase Order.
- 10.5. Goods will be supplied as shown on your order confirmation, which will be provided to you by email.
- 10.6. We will use our best endeavours to meet stated timeframes for delivery, however, from time to time, particularly during busy periods, our shipping providers may suffer delays beyond our control.
- 10.7. Your order will be delivered by Australia Post e-Parcel and either parcel (regular) or express postage can be nominated at the time of placing your Purchase Order. If you are providing a business address for delivery please specify the business name. In the case that no-one is available to sign for the delivery your parcel will be left if there is a safe place to leave the parcel. If there is not a safe place the parcel will be redirected to your local post office for pickup.
- 10.8. Once we have dispatched your order you will receive notification e-mails with your tracking details.
- 10.9. Delivery times will depend on whether regular or express postage has been selected at the checkout.

Express Post	Next Business Day Covers 80% of Australian business addresses, private addresses and Post Office Boxes.
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Parcel Post	Sending in Victoria Metro - up to 2 business days Country - up to 5 business days
	Sending Interstate Metro - up to 3-6 business days depending on lodgement and destination points. Country - up to 10 business days.

## **11. ORDER CANCELLATIONS**

- 11.1. If notified before orders are scheduled to be printed, TCA can accommodate order cancellations. If items have been already printed unfortunately the order cannot be cancelled due to the custom nature of the product. To discuss the cancellation of an order contact us as follows:

E-mail [admin@co-au.com.au](mailto:admin@co-au.com.au)

## **12. RETURNS**

- 12.1. It is important to us that our Customers are happy with their order. However, as all orders are custom printed for the individual who orders it, we cannot re-sell the product. If the item is damaged or flawed we are always willing to reprint and replace or refund it - no refunds for 'change of mind'.
- 12.2. Any claims for faulty Goods must be approved by TCA, following inspection of the Goods by TCA, before the Customer will be provided with a credit or refund subject to clause 12.9.
- 12.3. TCA has sole discretion to determine whether the Goods are faulty or defective and to accept a claim by a Customer under this clause 12.
- 12.4. Goods cannot be accepted as faulty by TCA representatives or agents unless the Customer has given notification to and received authority from TCA, and such authority must be attached to the Goods.
- 12.5. Faulty Goods or incorrectly supplied Goods must be delivered to TCA, unless otherwise agreed between TCA and the Customer. If the Customer fails to do so, it will be deemed to have accepted the Goods and these Terms would apply as normal.
- 12.6. TCA will not be responsible for any freight cost associated with the return of Goods.
- 12.7. TCA will issue a credit note or refund for Goods returned in the following circumstances:
  - a. if the Goods are returned in original condition;
  - b. in relation to Goods claimed to be faulty due to a manufacturing defect – after inspection and acceptance of the claim by a TCA representative or agent;
  - c. if the Goods have not been supplied in accordance with the purchase order.
- 12.8. Despite anything to the contrary in these terms, TCA reserves the right to refuse to accept returns of Goods other than in respect of faulty or defective Goods.
- 12.9. You have 7 business days from the time of receipt of your order to let us know if there is an issue.
- 12.10. Contact us as follows to start a credit or refund request:

E-mail [admin@co-au.com.au](mailto:admin@co-au.com.au)

Please include all information together with a photo of the issue and order number to ensure quick processing.
- 12.11. Returns can be mailed at the client's cost to:

The Co- Australia Pty Ltd  
Returns  
PO Box 2032  
Spotswood VIC 3015

## **13. PRINTING**

- 13.1. Colour matching:
  - a. TCA will use its reasonable endeavours to provide colour accurate reprints of works within the limitations of their printing system.
  - b. The Customer acknowledges and accepts that:
    - i. there may be a slight colour difference in the Goods as a result of fibre, yarn, fabric batches or other variations;
    - ii. it is not always possible for TCA to obtain an exact colour match with previous orders or colours as represented on a computer screen;
    - iii. illustrations of previous prints are an indication of colour only and print variations occur between fabric batches and/or deliveries,and any of the above will not constitute defective Goods.
- 13.2. Natural Textiles
  - a. The Customer acknowledges and accepts that:
    - i. Natural fibre fabrics are prone to imperfections, such as tiny knots, called 'slubs', in the fabrics woven structure, generated during the weaving process;
    - ii. slubs are inherently part of the structure of the fabric;
    - iii. some of these slubs may become dislodged in the printing process or when washed or rubbed;
    - iv. the printed fabric may be affected where the print lifts with the slub,and the above will not constitute a printing flaw, but are due to the nature of the product.

- b. TCA will only accept a claim for a fault due to the inherent nature of natural fibre fabrics, under paragraph (a) of this clause, if the claim is made in accordance with clause 12 of these Terms.
- 13.3. Print Errors

- a. The Customer acknowledges and accepts that with digital fabric printing, slight print faults may occur from time to time.
- b. Panels or sections of printing which are deemed to have print faults will be destroyed by TCA.
- c. No faulty fabric will be shared with any third party unless agreed with the Customer.

#### **14. FABRIC**

- 14.1. The Customer acknowledges that any Goods purchased from and provided by TCA containing fabric must be washed on a gentle cold machine wash cycle, dry cleaned or washed by hand with cold water.
- 14.2. A claim under clause 12 will not be accepted by TCA if a Customer has failed to comply with clause 14.1.

#### **15. FILES**

- 15.1. Once an order has been placed and confirmation of the order has been emailed to the Customer the images and files will be stored on a 3rd party server for a period of 90 days and TCA server for a period of 90 days although this is not guaranteed.
- 15.2. It is the Customer's responsibility to keep all files for future use.

#### **16. TURNAROUND TIME**

- 16.1. Printing turnaround time begins once TCA has received the Purchase Order and receipt of payment from the Customer.
- 16.2. There is no production or shipping on Saturdays, Sundays and gazetted public holidays in Melbourne. These days are not considered when calculating printing turnaround times.
- 16.3. The Customer should allow additional business days for delivery based on the shipping method it selects.
- 16.4. The Customer can expect their order to be dispatched within 10 business days of placing a Purchase Order.

#### **17. RETENTION OF TITLE**

- 17.1. TCA retains title to all Goods and title will not pass to the Customer until the purchase price for the Goods has been paid in full and received by TCA.
- 17.2. Irrespective of whether title to the Goods remains vested in TCA, risk in the Goods will pass to the Customer on delivery. Refer to clause 10 in relation to Shipping and Delivery.

#### **18. TERMINATION OF REGISTRATION**

- 18.1. The Terms will continue to apply until terminated by either you or by TCA as set out below.
- 18.2. If you want to terminate the Terms, you may do so by notifying TCA at any time.
- 18.3. Your notice should be sent, in writing, to TCA via the 'Contact Us' link on our homepage.
- 18.4. TCA may at any time, terminate the Terms with you if:
  - a. you have breached any provision of the Terms or intend to breach any provision;
  - b. TCA is required to do so by law;
  - c. TCA's Client that you are linked to has terminated its relationship with TCA or ceased to offer the Portal to you: in which case TCA will redirect you to another Website landing page;
  - d. TCA is transitioning to no longer providing the Portal to Customers in the country in which you are resident or from which you use the service; or
  - e. the provision of the Portal to you by TCA is, in the opinion of TCA, no longer commercially viable.
- 18.5. Subject to local applicable laws, TCA reserves the right to discontinue or cancel your membership to the Website at any time and may suspend or deny, in its sole discretion, your access to all or any portion of the Website or the purchase services without notice if you breach any provision of the Terms or any applicable law or if your conduct impacts TCA's name or reputation or violates the rights of those of another party.
- 18.6. When the Terms come to an end, all of the legal rights, obligations and liabilities that you and TCA have benefited from, been subject to (or which have accrued over time whilst the Terms have been in force) or which are expressed to continue indefinitely, shall be unaffected by this cessation, and the provisions of this clause shall continue to apply to such rights, obligations and liabilities indefinitely.

## **19. LIMITATION OF LIABILITY**

- 19.1. TCA will not be liable or responsible for any loss, damage, injury to property or persons resulting from the supply of defective Goods unless such loss or damage can be established to the reasonable satisfaction of TCA.
- 19.2. TCA's liability (if any) for any loss, damage, injury to property or persons resulting from the supply of defective Goods will be limited (at TCA's election) to:
  - a. replacement of the Goods or a supply of equivalent Goods;
  - b. repair of the Goods; or
  - c. a monetary payment not exceeding the cost of the relevant Goods.

## **20. COPYRIGHT**

- 20.1. When submitting a Purchase Order, the Customer:
  - a. undertakes not to provide TCA with any materials consisting of offensive, illegal, unethical, indecent or improper material, any material that could give rise to any civil or criminal liability under application law, or any material that could infringe rights of privacy, publicity, copyrights or other intellectual property rights and the persons who are shown in the material if applicable.
  - b. accepts full legal liability for the content of material provided to TCA and for material processed and printed by TCA on Customer's behalf;
  - c. warrants to TCA that it has copyright in or a licence to authorise TCA to reproduce all material supplied to TCA; and
  - d. expressly authorises TCA to reproduce all and any such material for the purposes of fulfilling any Purchase Order.
- 20.2. Conditional upon receipt of payment in full for all work created by TCA, TCA grants to the Customer a non-exclusive licence to use TCA's copyright in works created by TCA in respect of a particular Purchase Order, but for no other purpose.

## **21. INDEMNITY**

- 21.1. To the extent permitted by law, the Customer hereby indemnifies and will continue to keep indemnified TCA:
  - a. against any claim for loss, damage, cost or expense brought, made or threatened against TCA by any third party arising directly or indirectly out of or in respect of the use, custody, purchase, manufacture or supply of the Goods.
  - b. against all liability, losses and expenses incurred by TCA in relation to or in any way directly or indirectly connected with any breach of copyright or any other rights of a party in respect of any material provided to TCA.

## **22. PROVISION OF INFORMATION AND PRIVACY**

- 22.1. The Customer must provide to TCA such financial information regarding the Customer as TCA reasonably considers necessary for TCA to accept any Purchase Order and for the Customer to complete payment of all Purchase Orders and invoices.
- 22.2. The Customer consents to TCA using any information it obtains from the Customer or from its own inquiries in such manner as TCA acting reasonably sees fit, including but not limited to sharing information with any credit reporting agency or debt collector.
- 22.3. TCA will abide by the Australian Privacy Principles contained in Schedule 1 of the Privacy Act 1988 (Cth).

## **23. FITNESS FOR PURPOSE**

- 23.1. The Customer agrees that it does not rely on the skill or judgement of TCA in relation to the suitability of any Goods for a particular purpose.
- 23.2. All products are recommended for use by persons 3+ years of age as some products may contain small parts.

## **24. GOVERNING LAW**

- 24.1. The supply of Goods and the provision of credit by TCA will be governed by the laws of Victoria and the Commonwealth of Australia, and the parties agree to submit themselves to the jurisdiction of the courts of Victoria.