

Online Ordering Terms and Conditions

Please read this Agreement carefully before proceeding with your Order. By proceeding with your Order, you agree to be bound by this Agreement. This Agreement governs the sale of Products from Beelieve Paediatric Therapy Pty Ltd ACN 666 492 351 (**Beelieve**) to you (**Customer**).

1. Definitions and Interpretation

1.1 Definitions

In this Agreement, defined terms will begin with a capital letter and unless the context permits otherwise:

Agreement means these Online Ordering Terms and Conditions.

Business Day means a week day that is not a public holiday and on which banks are generally open for business in Gold Coast, Queensland.

Claim includes any claim, demand, remedy, suit, injury, damage, loss, cost, liability, action, proceeding, right of action, claim for compensation or reimbursement or liability incurred by or to be made or recovered by or against the person, however arising and whether ascertained or unascertained or immediate, future or contingent and all costs and expenses incurred in connection with it.

Delivery Charge means the cost (if any) payable by the Customer for the delivery of the Order as set out in the checkout screen at the time of placing an Order.

GST means Goods and Services Tax within the meaning of *A New Tax System (Goods and Services Tax) Act 1999* (Cth). In this Agreement terms used that are defined in the GST Act have the meaning given in that Act.

Order means the order for Products as selected by the Customer.

Products means the products to be supplied by Beelieve.

Purchase Price means the purchase price for the Products as set out in the online checkout screen at the time of placing an Order.

1.2 Interpretation

In this Agreement:

- (a) the singular includes the plural and vice versa;
- (b) a person includes a body corporate and one gender includes all genders;
- (c) where a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- (d) a reference to a clause, schedule or annexure is a reference to a clause in or schedule or annexure to, this Agreement;
- (e) mentioning anything after include, includes or including does not limit what else might be included;
- (f) headings and any table of contents are for convenience only and do not form part of this Agreement or affect its interpretation;

- (g) each paragraph or subparagraph in a list is to be read independently from the others in the list;
- (h) a party includes the party's executors, administrators, successors and permitted assigns;
- (i) if an act must be done on a specified day which is not a Business Day, it must be done instead on the next Business Day;
- (j) any reference to an Act includes all amendments to that Act, all regulations and other subordinate legislation made under the Act and any substitute legislation;
- (k) the covenants implied by law (statutory or otherwise) are not negated but are modified (where so permitted) to the extent of any inconsistency with this Agreement;
- (l) no doctrine or rule of construction of documents will apply to the disadvantage of a party, on the basis that the party put forward this Agreement or any relevant part of it; and
- (m) all references to money are to Australian dollars and, unless otherwise stated, are inclusive of GST.

2. Orders and Delivery of Products

2.1 Sale and Purchase

Beelieve agrees to sell, and the Customer agrees to purchase and pay for, the Order in accordance with the terms and conditions of this Agreement.

2.2 Orders and Delivery

- (a) When placing an Order, the Customer must nominate a physical street address within Australia for delivery of the Order, and not nominate a PO Box or delivery locker.
- (b) Within 3 Business Days of receiving an Order and payment of the Purchase Price and Delivery Charge, Beelieve will:
 - (i) use its reasonable endeavours to arrange for the Order to be dispatched to the Customer with an estimated delivery window of between 1 to 7 Business Days depending on the delivery location and subject to any other delivery factors specified on Beelieve's website from time to time. Any delivery estimates and dates given by Beelieve are only estimates. Beelieve is not liable for late deliveries; or
 - (ii) inform the Customer if a Product is not available, or will not be available within a reasonable time, in which case Beelieve will refund to the Customer the Purchase Price and Delivery Charge paid by the Customer with respect to that Order within 5 Business Days.
- (c) Upon dispatch of an Order, Beelieve will endeavour to provide the Customer with tracking details for the Order.
- (d) If the Order arrives and there is no-one at the location to receive it, Beelieve will direct the delivery service to leave a notification in the property's mailbox, after which the Customer can make further arrangement for re-delivery with the delivery service.
- (e) If the Customer has nominated that the Order be delivered to a third party, Beelieve recommends that the Customer makes the recipient aware of the pending delivery in order to avoid parcel rejection.

2.3 Delays

Subject to and without limiting clause 8:

- (a) the Customer expressly acknowledges that there are a range of factors outside of the reasonable control of Beelieve which may affect the delivery time of Products. These include delays in manufacture of the Products, industrial disturbances, delays in transit, damage to goods in transit and shortages of goods. Beelieve will use all reasonable endeavours to meet expected delivery times, subject to such factors; and
- (b) Beelieve will in no circumstances be liable to the Customer for any delay or failure on Beelieve's part to supply all or any of the Products, except to the extent arising from Beelieve's wilful negligence.

2.4 Risk

The Products will be at Beelieve's risk until they are delivered to the Customer, when they will be at the risk of the Customer. The parties agree that the respective risks they assume under this clause will not be affected by the intended use of the Products.

3. Payments

3.1 Purchase Costs

The Customer must pay the Purchase Price and Delivery Charges at the time of placing the Order in the manner as set out in the online checkout screen.

3.2 Additional Delivery Charges

The Customer must pay any additional costs incurred by Beelieve relating to return to sender or redirect fees for an Order, including those arising if the Customer has nominated a PO box or parcel locker as the delivery address, unless such costs arise due to Beelieve's default.

3.3 Surcharges

If the Customer makes any payment by credit card, Beelieve may charge a reasonable credit card surcharge.

4. Cancellation and Refund Policy

4.1 Cancellations, Returns and Exchanges

The Customer acknowledges that:

- (a) once an Order is placed with Beelieve, the Customer is unable to edit or cancel that Order;
- (b) Beelieve does not accept change of mind returns; and
- (c) unless otherwise set out in this Agreement, Beelieve does not accept exchanges of Products.

4.2 Inspection on Delivery

- (a) At the time of receiving delivery of the Order, the Customer must inspect the Order to satisfy itself as to the quality of the Products and whether the Products comply with the Order specifications.
- (b) Unless the Customer notifies Beelieve in writing of any damage or non-compliance within 5 Business Days, the Customer is deemed to have accepted the quality and condition of the Products.

4.3 Defects

- (a) If the Customer considers that the Products are damaged or defective, the Customer must contact Beelieve within 5 Business Days of the date of delivery and provide a clear picture of both the packaging and contents.

- (b) If:
 - (i) there is damage or a major failure with the Products, for example whereby there is a health or safety hazard, or a magnetic item in non-functioning; and
 - (ii) Beelieve is reasonably satisfied that the damage did not arise due to the Customer's act or negligence,

at the Customer's election, Beelieve will arrange for:

- (A) dispatch of a replacement Order without additional expense to the Customer within a reasonable time; or
- (B) a refund to the Customer of the Purchase Price and Delivery Charge paid by the Customer with respect to that Order within 5 Business Days.

4.4 Orders Lost in Transit

If an Order does not arrive within a reasonable time of the estimated delivery window or the Customer otherwise believes the Order has been lost in transit, the Customer must promptly notify Beelieve in writing. If Beelieve is unable locate the Order after contacting the delivery service provider, Beelieve will arrange for dispatch of a replacement Order without additional expense to the Customer.

4.5 Incorrect Orders

Whilst Beelieve takes great care in checking and packing Products, in the unlikely event that the Customer receives the wrong item:

- (a) the Customer must notify Beelieve in writing within 5 Business Days of receiving the delivery, together with clear photos and a description; and
- (b) Beelieve will re-supply the correct Product to the Customer within a reasonable time, including reimbursement of the reasonable costs of return postage, for the return of the incorrect product back to Beelieve. The returned item must be in saleable condition, meaning it is unused, not damaged and is in its original packaging (in original condition).

4.6 Gift Cards

All gift card purchases are deemed final and cannot be returned, refunded or exchanged, including for another denomination or tender such as cash. All gift cards are valid for 3 years from the date of purchase. Beelieve is not responsible for lost or stolen gift cards. Risk of loss or theft and title for gift cards passes to the Customer on purchase.

4.7 Cancellation by Beelieve

Beelieve reserves the right to refuse or cancel any Order for any reason, including product availability and pricing errors. If Beelieve cancels an Order paid for by the Customer, Beelieve will refund to the Customer the Purchase Price and Delivery Charges paid with respect to the Order within 5 Business Days of cancellation.

5. Warranty and Limitation of Liability

5.1 Product Warranty

Beelieve warrants that the Products will conform with the specifications contained in the checkout screen at the time the Customer places an Order.

5.2 Exclusions

Except as provided in any law which cannot lawfully be excluded or modified by agreement:

- (a) all terms, representations and warranties that may be excluded by law regarding the Products are expressly excluded from this Agreement; and
- (b) Beelieve:
 - (i) makes no warranties or representation either express or implied and expressly disclaims any and all liabilities (including for indirect, special, incidental, or consequential loss or damage) with respect to type, quality, standard, durability or fitness or suitability for any purpose of the Products;
 - (ii) expressly disclaims any and all liabilities in respect of negligence and breach of terms implied by law; and
 - (iii) does not accept any liability with respect to death, injury, illness, loss of profit or revenue, damage to goodwill or reputation or any consequential or indirect loss arising from the supply of a Product or from the loss, theft or destruction of a Product.

5.3 Limitation of Liability

- (a) If Beelieve is liable for breach of any term implied by law, Beelieve limits that liability where they are entitled to do so to:
 - (i) replacement or repair of the Product or payment of the cost of replacing or repairing the Product; and
 - (ii) supplying the services again or payment of the cost of having the services supplied again.
- (b) To the full extent permitted by law, if for any reason Beelieve is directly or indirectly liable to the Customer in respect of the Products, Beelieve's maximum aggregate liability in respect of all claims made by the Customer will be limited to the amount equal to the Purchase Price and Delivery Charges payable by the Customer in respect to the relevant Order of Products made pursuant to this Agreement.

6. Customer's Acknowledgements

The Customer acknowledges:

- (a) and warrants that:
 - (i) upon receiving the Products, the Customer will read all labels, warnings and directions provided by Beelieve with the Order; and
 - (ii) a parent or guardian will directly supervise any child while the child is playing with Products purchased from Beelieve, in order to ensure the safety of the child;
- (b) some Products may be a choking hazard so all care must be taken to supervise children while playing with the Products;
- (c) that Beelieve makes all reasonable efforts to provide accurate product descriptions, prices, and availability. Due to the nature of some products (including size, type, colour and combinations of items pictured), products may vary from kit to kit and any information on Beelieve's website is for information purposes only, however the theme will always be based on the theme selected by the Customer at the time of placing an Order;
- (d) the Products are not intended to be edible;
- (e) Beelieve will use its reasonable endeavours to provide details of the ingredients and any allergens which the Products may contain. Products may contain or come into contact with food colouring and common allergens, such as dairy, eggs, wheat, soybeans, tree nuts,

peanuts, fish, shellfish or wheat. Beelieve cannot guarantee that any Product is free of common allergens;

- (f) Beelieve does not warrant that the quality of any Products or other material purchased or obtained by the Customer will meet the Customer's expectations; and
- (g) the Customer has provided current, complete and accurate information to Beelieve about the Customer and their contact information at the time of placing the Order.

7. Indemnity

7.1 Indemnity by Customer

To the full extent permitted by law, the Customer hereby both releases and indemnifies and keeps indemnified Beelieve (and Beelieve's officers, agents, employees and contractors) from and against any and all Claims including for any loss, expense, cost, damage, liability, injury, illness or death incurred or suffered by the Customer, its children and any third party who has acquired a Product from the Customer (including legal costs and expenses on the higher of a full indemnity basis or a solicitor/own Customer basis) arising directly or indirectly from:

- (a) any breach by the Customer of this Agreement or any other agreement, arrangement or understanding between the Customer and Beelieve;
- (b) any act, neglect or default of the Customer, its children or any third party who has acquired a Product from the Customer, in connection with the Products; and
- (c) any other reason so long as such Claim arose from the supply of Products to the Customer, except to the extent arising from Beelieve's wilful negligence.

7.2 Reservation of Rights

The right of Beelieve to be indemnified under this clause 7 is in addition to, and not exclusive of, any other right, power or remedy provided by law.

7.3 Survival

Beelieve's rights at law and under this Agreement including its right to be indemnified under clause 7.1 are not affected by:

- (a) the termination of this Agreement for any reason;
- (b) Beelieve accepting the Customer's repudiation of this Agreement; or
- (c) any other fact, matter or thing whatsoever.

8. Force Majeure

8.1 Inability to Supply

If Beelieve is unable by reason of:

- (a) any industrial dispute;
- (b) the failure of any person to supply any goods or services;
- (c) law, riot, government restrictions, civil commotion, pandemic or act of nature; or
- (d) any other cause beyond Beelieve's reasonable control,

to deliver any services or supply any Products, then Beelieve will be under no liability for any loss or damage suffered by the Customer (including consequential loss or damage) and may give written notice to the Customer to extend the time for performance of its obligations under this Agreement.

8.2 No Repudiation

Both parties acknowledge that the failure to supply services or Products under this Agreement because of anything set out in this clause 8 will not entitle either party to treat this Agreement as repudiated.

9. Notices

A party or its solicitor must give any notice required in the English language and in writing to a party's address set out in this Agreement (or as otherwise notified from time to time) and may serve the notice at that address by hand, prepaid post or email. A notice will be taken to be received by the addressee:

- (a) if delivered by hand before 5:00pm on a Business Day, then on the day of delivery;
- (b) if posted to an address:
 - (i) within Australia, then on the third Business Day after the day of posting; or
 - (ii) outside Australia, then on the fifth Business Day after the day of posting; or
- (c) if emailed and the sender has no reason to suspect the email was not delivered before 5:00pm (local time in the place of receipt), then on the first Business Day it could have been read by the addressee,

but in any other case a notice given validly is taken to have been received on the next Business Day.

10. Assignment

10.1 By Beelieve

Beelieve may without the consent of the Customer assign, novate, transfer or otherwise deal (**Deal**) with its rights and obligations under this Agreement. Upon such Dealing the transferee will assume all the rights and obligations of Beelieve under this Agreement and Beelieve will be released from any further liability. The Customer waives any requirement for prior notice of any Dealing and agrees that any such Dealing will not affect the obligations of the Customer under this Agreement.

10.2 By Customer

The Customer must not Deal with the whole or any part of this Agreement except with the prior written consent of Beelieve, which may be given or withheld at Beelieve's discretion.

11. General

11.1 Governing Law

The parties agree that this Agreement will be governed by the law in force in the State of Queensland, Australia, and agree to submit to the non-exclusive jurisdiction of the courts of that State.

11.2 Costs

Each party must pay its own costs of and incidental to the preparation and execution of this Agreement.

11.3 Relationship Between the Parties

It is understood and agreed that except as expressly set out in this Agreement the only relationship between the parties will be that of independent contractors and that no agency, employment or partnership is created by the parties.

11.4 Amendments in Writing

No amendment to this Agreement will have any force or effect unless it is in writing and signed by all parties to this Agreement.

11.5 Entire Agreement

This Agreement represents the entire agreement between the parties and supersedes all prior representations, agreements, statements and understandings between the parties in relation to the subject matter of this Agreement.

11.6 Severability

If any term (or part of a term) of this Agreement is invalid or unenforceable then that term (or part of the term) will be deemed deleted and the remainder of this Agreement will remain in full force and effect.

11.7 Parties Intention

It is the intention of the parties that if any term of this Agreement is capable of two constructions one of which would render the term void and the other which would render the term valid, then the term will have the meaning which renders it valid.

11.8 Waiver

No delay or omission to exercise any right, power or remedy accruing to a party under this Agreement will impair any right, power or remedy of that party nor will it be construed to be a waiver of the right of the party at a later time to enforce the right, power or remedy.

11.9 No Merger

The rights and obligations of the parties contained in this Agreement will not be extinguished by or upon completion of any transactions contemplated by this Agreement.

11.10 Further Assurances

Each party must sign all documents and do all things necessary to give full effect to this Agreement and the transactions contemplated by it.

11.11 Time of the Essence

Time is of the essence of this Agreement.

Acceptance

By clicking **Agree and Continue**, I hereby:

- (a) warrant that I am over 18 years of age; and
- (b) agree and consent to these Terms and Conditions and Beelieve's Privacy Policy which I warrant that I have read.