

## **Beelieve Paediatric Therapy Website Terms and Conditions**

### **1. About the Website**

- 1.1. Welcome to [www.beelievepaediatrictherapy.com.au](http://www.beelievepaediatrictherapy.com.au) (**Website**). The Website is operated by Beelieve Paediatric Therapy Pty Ltd (ABN: 55 666 492 351) (**Beelieve Paediatric Therapy**).
- 1.2. The Website provides you with an opportunity to browse and purchase various products that have been listed for sale through the Website (**Products**).
- 1.3. The Website also provides the opportunity to review Beelieve Paediatric Therapy's services, access free resources (**Resources**), and download free downloadable material (**Eproducts**) made available on the Website from time to time.
- 1.4. Access to and use of the Website, or any of its associated Products, is provided by Beelieve Paediatric Therapy. Please read these terms and conditions (**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 immediately.
- 1.5. Beelieve Paediatric Therapy reserves the right to review and change any of the Terms by updating this page at its sole discretion. When Beelieve Paediatric Therapy updates the Terms, it will use reasonable endeavors to provide you with notice of updates to the Terms. Any changes to the Terms take immediate effect from the date of their publication.

### **2. Acceptance of the Terms**

You accept these Terms by using or continuing to use the Website. If you do not agree to these Terms, you must immediately cease using the Website.

### **3. Registration to make a Purchase**

- 3.1. In order to make a purchase on the Website, you may be required to register as a user of the Website. As part of the registration process, or as part of your continued use of the Website, you may be required to provide personal information about yourself (such as identification or contact details), including (but not limited to):
  - (a) Business name
  - (b) Business address
  - (c) ABN
  - (d) Email address
  - (e) Preferred username
  - (f) Mailing address
  - (g) Telephone number
  - (h) Password

- 3.2. You warrant that any information you give to Beelieve Paediatric Therapy in the course of completing the registration process will always be accurate, correct and up to date.
- 3.3. Once you have completed the registration process, you will be a registered member of the Website (**Member**) and agree to be bound by the Terms.
- 3.4. You may not use the Website and may not accept the Terms if you are under 18 years of age or otherwise not of legal age to form a binding contract with Beelieve Paediatric Therapy.

#### 4. Your obligations as a Member

- 4.1. As a Member, you agree to comply with the following:
- 4.2. You will use the Website 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;
  - (d) any use of your registration information by any other person, or third parties, is strictly prohibited. You agree to immediately notify Beelieve Paediatric Therapy of any unauthorised use of your password or email address or any breach of security of which you have become aware;
  - (e) you will not use the Website for any illegal and/or unauthorised use which includes collecting email addresses of Members by electronic or other means for the purpose of sending unsolicited email or unauthorised framing of or linking to the Website.

#### 5. Purchase of Products

- 5.1. In using the Website to purchase the Product through the Website, you will agree to the payment of the purchase price listed on the Website for the Product (**Purchase Price**).
- 5.2. Payment of the Purchase Price may be made through debit card and credit card through the available payment provider (**Payment Gateway Providers**).
- 5.3. In using the Website, you warrant that you have familiarised yourself with, and agree to be bound by, the applicable Terms and Conditions of Use, Privacy Policy and other relevant legal documentation provided by the Payment Gateway Providers.
- 5.4. Where Zip Pay is used for payment of the Purchase Price, minimum monthly repayments are required. A monthly account fee of \$9.95 applies and is subject to change. You can pay your closing balance in full by the due date each month and Zip Pay will waive the fee. Zip Pay is available to approved applicants only and subject to completion of satisfactory credit assessment. Other charges may be payable. Fees and charges are subject to change, and terms and conditions apply. When using Zip Pay, credit is provided by ZipMoney Payments Pty Ltd (ABN 58 164 440 993), Australian Credit Licence Number 441878

- 5.5. Following payment of the Purchase Price being confirmed by Beelieve Paediatric Therapy, you will be issued with a receipt to confirm that the payment has been received and Beelieve Paediatric Therapy may record your purchase details for future use.
- 5.6. Unless otherwise stated, all amounts are listed in Australian Dollars (AUD) and are exclusive of goods and services tax (GST) as defined in *A New Tax System (Goods and Services Tax) Act 1999* (Cth). GST will be added to the Purchase Price where applicable.
- 5.7. You acknowledge that once an order has been placed for the purchase of a Product, cancellation of the order or changes to the order cannot be made.
- 5.8. Refunds for change of mind are not provided. Please keep this in mind when placing an order.

## **6. Refund and Returns Policy**

- 6.1. If you have received an incorrect item, Beelieve Paediatric Therapy will provide a refund upon return of the unopened Product. To request a refund and organise a return, please email [admin@beelievepaedtherapy.com](mailto:admin@beelievepaedtherapy.com) within 5 business days of receiving the Product, including your proof of purchase and photographs of the Product received. The returned Product must be unopened and in its original saleable condition. Where the incorrect item was sent due to our error, we will cover return shipping costs. In all other cases, you are liable for all shipping costs incurred when returning the Product. to Beelieve Paediatric Therapy.
- 6.2. Beelieve Paediatric Therapy does not provide refunds for change of mind.
- 6.3. Beelieve Paediatric Therapy does not provide refunds for sale items except where required by the Australian Consumer Law, including cases of major failure or breach of consumer guarantees.
- 6.4. Refunds will not be given for late delivery outside the stipulated delivery time frames provided on the Website or by the Delivery Service Providers.
- 6.5. In the following situations, no refund or return will be available:
  - a. Denied acceptance of delivery by receiver;
  - b. Inaccurate delivery address;
  - c. Absent receiver - If a receiver is not home and a calling card is left at the address by the Delivery Service Provider, it is the receiver's responsibility to contact the Delivery Service Provider to arrange appropriate delivery. If the parcel remains undeliverable due to no contact from the receiver, it will be returned to Beelieve Paediatric Therapy for a return fee charged to the initial payment method.

## **7. Shipping and Product Delivery**

- 7.1. All shipping and delivery dates are estimates, and any delivery date provided to you by Beelieve Paediatric Therapy is not guaranteed. In addition, weather delays and other unforeseen circumstances may impact delivery time. Beelieve Paediatric Therapy will strive

to meet the requirements of your anticipated delivery date. However, Beelieve Paediatric Therapy will not be liable for any losses you suffer due to a delay.

- 7.2. You acknowledge that the Products offered by Beelieve Paediatric Therapy integrate delivery through the use of third party delivery companies (**Delivery Service Providers**).
- 7.3. Beelieve Paediatric Therapy may provide you with a variety of delivery options offered as part of the Delivery Services by the Delivery Service Providers. You acknowledge and agree that Beelieve Paediatric Therapy is not the provider of these options and merely facilitates your interaction with the Delivery Service Providers in respect to providing the Delivery Services.
- 7.4. Beelieve Paediatric Therapy currently ships domestically across Australia, by the relevant Delivery Service Providers.
- 7.5. In the event that an item is lost or damaged in the course of the Delivery Services, Beelieve Paediatric Therapy asks that you:
  - (a) contact the Delivery Service Provider directly to request a refund; and
  - (b) contact us by sending an email to [admin@beelievepaedtherapy.com](mailto:admin@beelievepaedtherapy.com) outlining in what way the Products were damaged in transit.

## 8. Use of Products

- 8.1. By purchasing a Product from Beelieve Paediatric Therapy, you agree to carefully read and follow the instructions of use included with each product.
- 8.2. Products may contain small items. The use of Products and all activities must be completed under adult supervision.
- 8.3. If you gift a Product, you will ensure that the recipient of the gift receives the instructions for use included with each Product, where applicable.

## 9. Warranty

- 9.1. Beelieve Paediatric Therapy's Products come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure of the Product and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the Products repaired or replaced if the Products fail to be of acceptable quality and the failure does not amount to a major failure. These consumer guarantees exist in addition to any express warranties we provide (**Warranty**). A major failure with a product under Australian Consumer Law includes but is not limited to, where the product is significantly different from the description shown to you, or the goods are unsafe or unfit for their normal purpose.
- 9.2. If you have received a Product that you believe is faulty or defective, please contact [admin@beelievepaedtherapy.com](mailto:admin@beelievepaedtherapy.com) with photographic proof.

## 10. Information and Product Disclaimer

- 10.1. Any information provided to you by Beelieve Paediatric Therapy regarding the use of any Product is for educational purposes only. It is your sole responsibility to determine the appropriateness of the Products for any particular use or purpose.

- 10.2. The colours of the Products as displayed on the Website are indicative only. Due to variations in screen displays and photographic lighting, the actual colours of Products may differ slightly from those shown online. Additionally, you agree that you will not add water or any liquid to any Product that has been coloured, as this may alter the appearance or functionality of the Product. Beelieve Paediatric Therapy will not be liable for any changes in the appearance or functionality of the Product, or related damage caused, due to the addition of water or any other liquids.
- 10.3. Except as required by law, including the Australian Consumer Law, Beelieve Paediatric Therapy makes no representation or warranty, expressed or implied, as to the effect, benefit, or use of the Products. To the extent permitted by law, Beelieve Paediatric Therapy takes no responsibility for any results obtained when using the Products.

## **11. Copyright and Intellectual Property**

- 11.1. The Website, Products, Blog and Resources are subject to copyright. The material on the Website is protected by copyright under the laws of Australia and through international treaties. Unless otherwise indicated, all rights (including copyright) and compilation of the Website (including but not limited to text, graphics, logos, button icons, video images, audio clips, Website, code, scripts, design elements and interactive features) or the Products are owned or controlled for these purposes and are reserved by Beelieve Paediatric Therapy or its contributors.
- 11.1. Beelieve Paediatric Therapy retains all rights, title and interest in and to the Website and all related content. Nothing you do on or in relation to the Website will transfer to you:
- (a) the business name, trading name, domain name, trade mark, industrial design, patent, registered design or copyright of Beelieve Paediatric Therapy; or
  - (b) the right to use or exploit a business name, trading name, domain name, trade mark or industrial design; or
  - (c) a system or process that is the subject of a patent, registered design or copyright (or an adaptation or modification of such a system or process).
- 11.2. You may not, without the prior written permission of Beelieve Paediatric Therapy and the permission of any other relevant rights owners: broadcast, republish, up-load to a third party, transmit, post, distribute, show or play in public, adapt or change in any way the Content or third party content for any purpose. This prohibition does not extend to materials on the Website, which are freely available for re-use or are in the public domain.

## **12. Privacy**

Beelieve Paediatric Therapy takes your privacy seriously and any information provided through your use of the Website are subject to Beelieve Paediatric Therapy Privacy Policy found on the Website.

## **13. Mailing List Registration**

- 13.1. You may be given the option to register for the Beelieve Paediatric Therapy Mailing List (**Mailing List**).

- 13.2. As part of the registration process, you may be required to provide personal information about yourself (such as identification or contact details), including your name and email address.
- 13.3. By registering for the Mailing List, you consent to receive promotional material, updates and other content from Beelieve Paediatric Therapy. You may unsubscribe from these communications at any time.

#### **14. Force Majeure**

- 14.1. If circumstances beyond Beelieve Paediatric Therapy's control prevent or hinder its provision of the Products, Beelieve Paediatric Therapy is free from any obligation to provide the Products or fulfil your order while those circumstances continue. Beelieve Paediatric Therapy may elect to terminate this agreement or keep the agreement on foot until such circumstances have ceased.
- 14.2. Circumstances beyond Beelieve Paediatric Therapy's control include, but are not limited to, unavailability of materials or components, strikes, lockouts, riots, natural disasters, fire, war, acts of God, pandemics, Government decrees, proclamations or orders, transport difficulties and failures or malfunctions of computers or other information technology systems.

#### **15. General Disclaimer**

- 15.1. You acknowledge that Beelieve Paediatric Therapy does not make any terms, guarantees, warranties, representations or conditions whatsoever regarding the Website, Products, Blog and Resources other than provided for pursuant to these Terms.
- 15.2. Beelieve Paediatric Therapy will make every effort to ensure a Product is accurately depicted on the Website; however, you acknowledge that colours and design may differ from what is displayed on the Website.
- 15.3. Nothing in these Terms limits or excludes any guarantees, warranties, representations or conditions implied or imposed by law, including the Australian Consumer Law (or any liability under them) which by law may not be limited or excluded.
- 15.4. Subject to this clause, and to the extent permitted by law:
  - (a) all terms, guarantees, warranties, representations or conditions which are not expressly stated in these Terms are excluded; and
  - (b) Beelieve Paediatric Therapy will not be liable for any special, indirect or consequential loss or damage (unless such loss or damage is reasonably foreseeable resulting from our failure to meet an applicable Consumer Guarantee), loss of profit or opportunity, or damage to goodwill arising out of or in connection with the Website or these Terms whether at common law, under contract, tort (including negligence), in equity, pursuant to statute or otherwise.
- 15.5. Use of the Website, Products, Blog and Resources is at your own risk. Everything on the Website, and the Products of Beelieve Paediatric Therapy, are provided to you on an "as is" and "as available" basis, without warranty or condition of any kind. None of the affiliates, directors, officers, employees, agents, contributors, third party content providers or licensors of Beelieve Paediatric Therapy make any express or implied representation or warranty about

its content or any Products referred to on the Website. This includes (but is not restricted to) loss or damage you might suffer as a result of any of the following:

- (a) failure of performance, error, omission, interruption, deletion, defect, failure to correct defects, delay in operation or transmission, computer virus or other harmful component, loss of data, communication line failure, unlawful third party conduct, or theft, destruction, alteration or unauthorised access to records;
- (b) the accuracy, suitability or currency of any information on the Website, the Purchase Service, or any of its Content related products (including third party material and advertisements on the Website);
- (c) costs incurred as a result of you using the Website or any of the Products;
- (d) the Content or operation in respect to links which are provided for the User's convenience;
- (e) any failure to complete a transaction, or any loss arising from e-commerce transacted on the Website; or
- (f) any defamatory, threatening, offensive or unlawful conduct of third parties or publication of any materials relating to or constituting such conduct.

## **16. Limitation of Liability**

- 16.1. Subject to your rights under the Australian Consumer Law which cannot be excluded, Beelieve Paediatric Therapy's total liability arising out of or in connection with the Website, Products, Blog and Resources or these Terms, however arising, including under contract, tort (including negligence), in equity, under statute or otherwise, will not exceed the most recent Purchase Price paid by you under these Terms or where you have not paid the Purchase Price, then the total liability of Beelieve Paediatric Therapy is the resupply of information or Products to you.
- 16.2. You expressly understand and agree that Beelieve Paediatric Therapy, its affiliates, employees, agents, contributors, third party content providers and licensors will not be liable to you for any indirect, incidental, special consequential or exemplary damages which may be incurred by you, however caused and under any theory of liability, except where such liability cannot be excluded under the Australian Consumer Law. This will include, but is not limited to, any loss of profit (whether incurred directly or indirectly), any loss of goodwill or business reputation and any other intangible loss.
- 16.3. Beelieve Paediatric Therapy is not responsible or liable in any manner for any site content (including the Content and Third Party Content) posted on the Website or in connection with the Products, whether posted or caused by users of the website of Beelieve Paediatric Therapy, by third parties or by any of the Products offered by Beelieve Paediatric Therapy.

## **17. Indemnity**

You agree to indemnify and hold harmless Beelieve Paediatric Therapy, its affiliates, employees, agents, contributors, third party content providers and licensors from and against all reasonable:

- (a) all actions, suits, claims, demands, liabilities, costs, expenses, loss and damage (including legal fees on a full indemnity basis) incurred, suffered or arising out of or in connection with any Content you post through the Website;

- (b) any direct or indirect consequences of you accessing, using or transacting on the Website or attempts to do so and any breach by you or your agents of these Terms; and/or
- (c) any breach of the Terms.

#### **18. Jurisdiction**

In the event of any dispute arising out of or in relation to the Website, you agree that the exclusive venue for resolving any dispute will be in the courts of Queensland, Australia.

#### **19. Governing Law**

The Terms are governed by the laws of Queensland, Australia. Any dispute, controversy, proceeding or claim of whatever nature arising out of or in any way relating to the Terms will be governed pursuant to the laws of Queensland.

#### **20. Independent Legal Advice**

Both parties acknowledge and agree that the provisions of the Terms are fair and reasonable and both parties have had the opportunity to obtain independent legal advice.

#### **21. Severance**

If any part of these Terms is found to be void, invalid or unenforceable by a Court of competent jurisdiction, that part will be severed and the remaining provisions shall continue in full force and effect to the maximum extent permitted by law.