

ONLINE SHOP TERMS AND CONDITIONS

Website Use

1. This website is owned and operated by Greenacres Disability Services (Greenacres). Use of the Greenacres website, including all information and data, constitutes acceptance of these terms and conditions. Greenacres reserves the right to make changes to, delete, vary or add to the information on the Greenacres website site or to the services described therein, at any time and without notice.
2. Through this website you may be able to:
 - 2.1 view information about Greenacres services and products,
 - 2.2 order products,
 - 2.3 download information,
 - 2.4 sign up for receiving communications about our services and products,
 - 2.5 contact us, and
 - 2.6 send feedback.
3. You must not access this website or the Content or use the Services for an unlawful purpose, under any circumstances.
4. This Website may contain links to third-party Websites. Those links are provided for convenience only and may not remain current or be maintained. Greenacres is not responsible for the content or privacy practices associated with linked websites. It is your responsibility to read and understand the terms and conditions applicable to any such websites. Greenacres will not be liable to you, or any other person, for any loss, damage, cost, expense, liability or inconvenience incurred, paid or suffered as a result of your use of such websites.
5. Cookies are small pieces of information that your web browser stores on your computer's hard drive. Greenacres uses cookies to temporarily store information to allow you to select and purchase goods from our store. You may disable cookies on your web browser, but if you do you will not be able to purchase goods through our website.
6. You must take your own precautions to ensure that your access to this Website does not expose you to the risk of viruses, malicious computer code or other forms of interference which may damage your computer system or those of other parties. Except to the extent otherwise required by law, Greenacres will not be liable to you, or any other person, for any losses, liabilities, damages, costs, charges or inconvenience incurred, paid or suffered as a result of viruses, malicious computer code or other forms of interference, or damage to your computer system or those of any person which arise in connection with your use of this Website.

Intellectual Property

7. Greenacres either owns the copyright for all material that is published on the Greenacres website or has the owners' express permission to use it. The products, logos, designs, advertisements, photographic images, videos and all trademarks, service marks, trade names and photography described or displayed on the Greenacres website site are either the intellectual property of Greenacres or Greenacres has the owners' express permission to use it.

8. You may not use, reproduce, publish, transmit, distribute, display, modify, create derivative works from, sell or participate in any sale of, or exploit in any way, in whole or in part, any of the contents of the Greenacres website without the owner's express permission in writing. Any violation of the owner's intellectual property rights may result in legal action be taken against you without further notice.

Orders and deliveries

9. Orders will be processed as soon as possible. Orders placed on weekends/public holidays will be processed the following business day.
10. When placing an online order for any items that contain alcohol, you will need to confirm that all of the details you have provided are true and correct. It is a condition of purchase that you verify that both you and the recipient are 18 years of age or over. If you do not confirm this, your order will not be processed.
11. Further, all items containing alcohol must be delivered to another adult who is not the purchaser and they must be delivered:
 - 11.1 to another adult who is not the purchaser,
 - 11.2 to different address at the location where the gift was purchased, and
 - 11.3 between the hours of 7am and 7pm.

Returns and exchanges

12. Please refer to Greenacres' Online Returns and Exchange Policy for details.

Your postal address

13. Please review and confirm your address in the checkout section of the site.
14. Greenacres cannot be held responsible for an incorrect address being entered on your order.
15. If an incorrect address is noticed after your order is finalised, please contact us immediately via orders@greenacres.net.au.

Prices

16. All prices listed are in Australia Dollars (AUD) and exclude the cost of shipping.
17. All purchases with an Australian delivery address include 10% GST.

Processing and Shipping

1. Items sent via standard shipping within Australia can take 2-7 business days to arrive after dispatch but this time may vary depending on your location and circumstances within the delivery network.
2. Items sent via express shipping within Australia can take 1-4 business days to arrive after dispatch but this time may vary depending on your location.

3. Orders placed on weekends/public holidays will be processed the following business day.
4. During peak seasons, sale and promotional periods, orders may take up to 14 business days to be delivered.

Order Enquiries

18. For all online customer service and product enquiries, either:
 - 12.1 email us via orders@greenacres.net.au or
 - 12.2 call us on 1800 462 446 between 9:00am and 4:00pm Monday to Friday (AEST).

Bank fees

19. Please contact your financial institution to determine if there are any charges in respect to using your credit/debit card online. Greenacres will not be responsible or liable for any excess transaction fees on your credit/debit cards from pre-authorisation, billing transaction and other transactions.

Applicable law and jurisdiction

20. Your use of the Greenacres website and the purchase of any goods thereon is governed in all respects by the laws of the State of New South Wales, Australia. You agree to submit to the non-exclusive jurisdiction of the courts of New South Wales in relation to any legal proceeding directly or indirectly arising out or relating to the use and operation of the Greenacres website including, but not limited to, the purchase of Greenacres products.

Review of Terms & Conditions

21. These Terms and Conditions are subject to change from time to time, such changes to be effective upon posting on the Greenacres website. Your continued use of the Greenacres website after any such changes will indicate your acceptance of such changes.

Privacy

22. Greenacres understands that your privacy is important and ensures that information provided by you is collected and held in accordance with relevant Australian Privacy laws. We may collect, use and disclose personal information about you as described in our Privacy Policy. Please refer to our Privacy Policy for further information.
23. If you choose to provide your personal details to us, we may collect the requested information from you including your name and contact details and any other information that you supply to us. Any information we collect is used to assist in providing you with relevant consumer information, notify you of products, and offers that may be of interest to you as a valued Greenacre customer.
24. As required by law, you may 'opt-out' from direct marketing material that Greenacres may send by unsubscribing or by contacting our head office on (02) 4222 6200 if you do not wish your details to be used for marketing purposes.

Security

25. Protecting your personal and order information is a priority at Greenacres. We want you to be able to order from us with confidence. As such we have created a secure transaction environment. Please read our Privacy Policy for further information about how we manage your information.

Disclaimer

26. Greenacres will not be liable for any loss or damage (whether direct or indirect) suffered or incurred by you or by any other person whatsoever as a result of the use of the Greenacres' website, or as result of any reliance on the information contained therein in or referred to therein. To the extent permitted by law, Greenacres excludes all express or implied warranties in relation to:
- 21.1 the accuracy or completeness of any information displayed on or accessible from the Greenacres website or
 - 21.2 the quality, standard, merchantability or availability of the goods and services advertised on or accessible from the Greenacres website.
27. Greenacres does not guarantee that:
- 22.1 access to this website or the services will function as intended or be uninterrupted or delayed or
 - 22.2 this website, or the facilities that make it available, will not cause damage or are free from any computer virus or any other defects or errors.
28. In respect of any warranties or conditions that cannot be excluded by law, Greenacres' liability will be limited, at our election:
- 23.1 for goods supplied by us, to:
 - 23.1.1 the replacement of the goods or supply of similar goods,
 - 23.1.2 the repair of the goods, or
 - 23.1.3 the payment of the cost of replacing the goods or having those goods repaired, and
 - 23.2 for services supplied by us, to:
 - 23.2.1 the resupply of the services or
 - 23.2.2 the payment of the cost of resupplying the services.