

CENTRE SELF COLLECTIVE
TERMS AND CONDITIONS OF PURCHASE

Thank you for making a purchase with Centre self Collective. These Terms and Conditions govern your purchase.

By clicking “accept” you agree to these Terms and Conditions.

1. Purchase Services

- 1.1. The Website is operated by Centre Self Collective Pty Ltd (acn: 654 767 790) (**‘Centre Self Collective’**). Access to and use of the Website, or any of its associated Products or Services, is provided by Centre Self Collective.
- 1.2. The Website provides you with an opportunity to browse and purchase various products that have been listed for sale through the Website (the **‘Products’**). The Website provides this service by way of granting you access to the content on the Website (the **‘Purchase Services’**).

2. Personal Information

- 2.1. When purchasing a Product, you will be required to provide personal information such as your name, address and e-mail address.
- 2.2. You agree that all details that you have provided in completing the purchase are true and correct.
- 2.3. Your personal information is kept in accordance with the Centre Self Collective Privacy Policy (**‘Privacy Policy’**) which can be accessed on the Website.

3. Purchase of Products

- 3.1. In using the Purchase Services to purchase the Product through the Website, you will agree to the payment of the purchase price listed on the Website for the Product (the **‘Purchase Price’**).
- 3.2. Payment of the Purchase Price may be made through the available gateway provider (the **‘Payment Gateway Providers’**)
- 3.3. In using the Purchase Services, 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.
- 3.4. Following payment of the Purchase Price being confirmed by Centre Self Collective, you will be issued with a receipt to confirm that the payment has been received and Centre Self Collective may record your purchase details for future use.

- 3.5. Centre Self Collective reserves the right to accept or reject your order for any reason, including if the requested Product is not available.
- 3.6. Unless otherwise stated, all amounts are listed in Australian Dollars (AUD) and are GST exclusive, being goods and services tax as defined in A New Tax System (Goods and Services Tax) Act 1999, exclusive amounts. Where the services are provided outside Australia, GST is inapplicable.

4. Refunds and Returns

- 4.1. If you have received the incorrect Product, Centre Self Collective will provide a refund on the return of the Products. To request a refund and organize a return please e-mail hello@centreself.com.au with your proof of purchase and photographs of the Product you have received within 7 business days of receiving the Product.
- 4.2. Centre Self Collective may, at their sole discretion, provide a refund or exchange on the return of full priced Physical Products within 7 days of receipt of the Products by you, where the Product packaging is unopened and remains in a saleable condition. This means the Products must be unused and in the original undamaged packaging. To request a refund please contact hello@centreself.com.au.
- 4.3. You acknowledge and agree that you are required to pay all shipping costs associated with any refund or exchange pursuant to this clause. Refunds will be made by way of the original payment method.
- 4.4. Refunds will not be given for late delivery outside the stipulated delivery time frames provided on the Website or by the Delivery Service Providers.
- 4.5. 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 TMS CLIENT for a return fee charged to the initial payment method.
- 4.6. Centre Self Collective wants you to be satisfied with your Product. If you have any issues with Centre Self Collective Products, please e-mail hello@centreself.com.au.

5. Cancellations

- 5.1. Once payment for an order has been accepted, cancellation is at the discretion of Centre Self Collective. If you wish to cancel your order, please contact Centre Self Collective immediately on to (03) 4420 3660.
- 5.2. Cancellation of orders must be made within 1 hour of the time of order.
- 5.3. Where a Product has been listed at an incorrect price, or has incorrect written information or images, Centre Self Collective reserves the right to cancel a transaction. The purchase amount will be refunded via the payment method used for the initial purchase.

6. Shipping

- 6.1. You acknowledge that the Purchase Services offered by Centre Self Collective integrate delivery (the '**Delivery Services**') through the use of third party delivery companies (the '**Delivery Service Providers**').
- 6.2. In providing the Purchase Services, Centre Self Collective may provide you with a variety of delivery and insurance options offered as part of the Delivery Services by the Delivery Service Providers. You acknowledge and agree that Centre Self Collective is not the provider of these delivery and insurance options and merely facilitates your interaction with the Delivery Service Providers in respect to providing the Delivery Services.
- 6.3. In the event that an item is lost or damaged in the course of the Delivery Services, Centre self Collective asks that you:
 - (a) contact the Delivery Service Provider directly to request a refund or to claim on any insurance options available; and
 - (b) contact us by sending an email to hello@centreself.com.au outlining in what way the Products were damaged in transit so we are able to determine if the Delivery Service Provider should be removed from the Purchase Services.

7. Warranty

- 7.1. Centre Self Collective'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 (the '**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.
- 7.2. If you have received a Product that you believe is faulty or defective, please contact hello@centreself.com.au with photographic proof.

8. Mailing List

- 8.1. When making a purchase, you will be given the opportunity to sign up for the Centre Self Collective Mailing List. If you choose to sign up for this service you agree to receive promotional materials, updates and other content from Centre Self Collective via e-mail.
- 8.2. You can opt out at any time by following the unsubscribe process contained in the e-mail or e-mailing hello@centreself.com.au.

9. Privacy

Centre Self Collective takes your privacy seriously and any information provided through your use of the Application and/or the Purchase Services are subject to the Centre Self Collective Privacy Policy.

10. Force Majeure

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

11. Indemnity

- 11.1. You agree to indemnify Centre Self Collective, its affiliates, employees, agents, contributors, third party content providers and licensors from and against:
 - (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.

12. Venue and Jurisdiction

The Purchase Services offered by Centre Self Collective is intended to be viewed by residents of Australia. 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 shall be in the courts of Victoria, Australia.

13. Governing Law

The Terms are governed by the laws of Victoria, Australia. Any dispute, controversy, proceeding or claim of whatever nature arising out of or in any way relating to the Terms and the rights created hereby shall be governed, interpreted and construed by, under and pursuant to the laws of Victoria, Australia, without reference to conflict of law principles, notwithstanding mandatory rules. The validity of this governing law clause is not contested. The Terms shall be binding to the benefit of the parties hereto and their successors and assigns.

14. Independent Legal Advice

Both parties confirm and declare that the provisions of the Terms are fair and reasonable and both parties having taken the opportunity to obtain independent legal advice and declare the Terms are not against public policy on the grounds of inequality or bargaining power or general grounds of restraint of trade.

15. Severance

If any part of these Terms is found to be void or unenforceable by a Court of competent jurisdiction, that part shall be severed and the rest of the Terms shall remain in force.