



These Terms and Conditions form a contract between the customer (you) and St Rita's College Limited ABN 61 054 678 349, and apply to the ordering, purchase, fulfilment from www.boutique.stritas.qld.edu.au.

Please read these Terms and Conditions carefully before placing your order as they contain important information about the ordering, processing, fulfilment and collection of goods, including limitations of liability.

If you do not understand these Terms and Conditions or if you have any questions, please contact the College on (07) 3862 1615 and we will be happy to assist you.

1. DEFINITIONS

The following definitions are used in these Terms and Conditions.

Business Days means a week day in which trading banks are open for the transaction of banking business in Brisbane, Australia.

Goods means the items offered for sale, described or displayed on the website.

Order means a request by you to purchase goods from St Rita's College Limited in accordance with these Terms and Conditions.

Personal Information has the meaning as defined under the Privacy Act 1988 (Cth).

Price means the purchase price of each Good as specified on the website (for the avoidance of doubt, including GST).

Privacy Policy means the St Rita's College Limited Privacy Policy found on the St Rita's College Website: www.stritas.qld.edu.au/policies and reports

Returns and Refund Policy means the St Rita's College Limited Returns and Refund Policy found on this website and MySRC.

Terms and Conditions means these terms and conditions, as amended from time to time.

Website means www.boutique.stritas.qld.edu.au.

We or Us or Our or St Rita's College Limited means St Rita's College Limited ABN 61 054 678 349.

You or Your means you as the purchaser of goods from St Rita's College Limited pursuant to these Terms and Conditions.

2. OVERVIEW

This website is operated by St Rita's College Limited. St Rita's College Limited offers this website, including all information, tools and services available from this site to you, the user, conditional upon your acceptance of all terms, conditions, policies and notices stated here.

By visiting our site and/or purchasing something from us, you agree to be bound by the following Terms and Conditions. They apply to all users of the site, including without limitation users who are browsers, vendors, customers, merchants, and/or contributors of content.

Any new features or tools which are added to the current site shall also be subject to the Terms and Conditions. You can review the most current version of the Terms and Conditions at any time on this page. We reserve the right to update, change or replace any part of these Terms and Conditions by posting updates and/or changes to our website. It is your responsibility to check this page periodically for changes. Your continued use of or access to the website following the posting of any changes constitutes acceptance of those changes.

3. COMPLIANCE WITH TERMS AND CONDITIONS

You agree to be bound by these Terms and Conditions when you submit an order. Each order you submit will be a separate and binding agreement between you and St Rita's College Limited with respect to the supply of goods, in accordance with these Terms and Conditions.



4. ACCURACY, COMPLETENESS AND TIMELINESS OF INFORMATION

We have made every effort to display as accurately as possible the colours and images of our goods that appear on the online store. Occasionally there may be information on our site that contains typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing, promotions, offers and availability. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information on the website is inaccurate at any time without prior notice (including after you have submitted your order).

This site may contain certain historical information. Historical information, necessarily, is not current and is provided for your reference only. We reserve the right to modify the contents of this site at any time. You agree that it is your responsibility to monitor changes to our site.

5. PLACING ORDERS

You may place an order through the website by submitting the electronic order form on the website. An order submitted by you on the website in the manner described on the website is an offer by you to purchase goods for the price (plus any GST) as specified at the time you submit your order.

In completing the order you agree to provide complete and accurate information as to your personal details to enable the processing of your order. Once you submit your order, cancellations or changes may only be made by agreement. However, we will allow you to return goods in accordance with the Returns and Refund Policy.

Our online store is hosted by the College and has been built on the WordPress platform. The WooCommerce plugin provides us with the online e-commerce system that allows us to sell our goods to you. You understand that your content (not including credit card information), may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.

We reserve the right to refuse any order you place with us.

6. PRICING AND PAYMENT

Prices for our goods are subject to change without notice. We reserve the right at any time to modify or discontinue a product without notice at any time. We shall not be liable to you or to any third-party for any modification, price change, suspension or discontinuance of a product or service.

The price in respect of each product is specified on the website.

Unless otherwise stated, all prices quoted are in Australian Dollars and where applicable, inclusive of goods and services tax (GST).

You can pay for your goods by credit card. When paying by credit card, you authorise St Rita's College Limited to debit your nominated card at the time you submit your order. You acknowledge and agree that any payment in respect of an order must be cleared by St Rita's College Limited before goods are collected. If your payment cannot be processed, your order will be rejected in accordance with these Terms and Conditions and you will be notified of this by email. In paying or attempting to pay for the goods, you agree that you have not engaged in any fraudulent conduct or contravened any Law.

You will receive a tax invoice by email once payment in respect of your order has been processed.

St Rita's College Limited uses BPoint to enable secure payments. Whilst we take all reasonable precautions, we cannot guarantee the security of any transaction.



7. AVAILABILITY OF GOODS

You acknowledge and agree that from time to time, some goods on the website may be out of stock or unavailable and we may not be able to fulfil all or part of your order. If this occurs, St Rita's College Limited will contact you within five (5) Business Days to discuss options, including a full refund of the unavailable items. We will use reasonable endeavours to process the refund within five (5) Business Days. Your receipt of the refund will depend on the period of time it takes your financial institution to finalise the refund. St Rita's College Limited is not liable with respect to any loss you or any third party might suffer as a result of any delay in processing your refund.

We reserve the right to limit the sales of our goods to any person. We reserve the right to limit the quantities of any goods that we offer.

We reserve the right to withdraw or suspend any product displayed on the website from sale either temporarily or permanently at any time without notice to you. St Rita's College Limited will not be liable to you for any loss you or any third party suffer as a result of a withdrawal or suspension of availability with respect to a particular product.

8. ORDER CANCELLATIONS AND RETURNS

Unless provided for under these Terms and Conditions, no cancellations or changes to orders can be made over the website once an order is placed. Therefore, you should carefully check that your order is accurate before you submit it to us. You will, however, be able to return goods in accordance with the Returns and Refund Policy.

Goods can only be returned under these Terms and Conditions and in accordance with the Returns and Refund Policy. The Returns and Refund Policy forms a part of these Terms and Conditions.

Where we reject or cancel your order under these Terms and Conditions, we will refund the price of the goods to you in accordance with these Terms and Conditions.

It is a condition of most credit card schemes that refunds be processed on the same card as the original payment was made in order to minimise the possibility of fraudulent activity on cards. St Rita's College Limited is required to comply with all card scheme rules in order to be able to accept these card types, and as such, all of your refunds will be credited to the card you nominated in your order. Refunds will be processed at the Boutique.

9. COLLECTION OF GOODS ORDERED

All goods ordered and paid for must be collected from the St Rita's College Boutique. We do not provide a delivery service for goods ordered through this website.

Goods will be available for collection, the next business day following placement of order.

10. PERSONAL INFORMATION

You agree to provide current, complete and accurate purchase and account information for all purchases made at our online store. Your submission of personal information through the online website is governed by our Privacy Statement and the St Rita's College Privacy Policy available on the College website.

11. PROHIBITED USES

You are prohibited from using the site or its content for any unlawful purpose. You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the website without express written permission by us. We reserve the right to terminate your use of the service.



12. WARRANTIES YOU MAKE TO ST RITA'S COLLEGE LIMITED

You represent and warrant to St Rita's College Limited that:

- (a) all information (including Personal Information) and data provided by you to us through the website is true, accurate, complete and up to date;
- (b) any nominated representative receiving the goods on your behalf is duly authorised by you to do so;
- (c) you are over the age of 16;
- (d) in placing your order, you have read and agree to these Terms and Conditions; and
- (e) in placing your order, you have complied with all Laws.

13. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY

Subject to any rights you have under any consumer protection law which cannot be excluded, we will not be liable to you or any third party for any loss, damage, cost, expense or injury (including indirect loss such as loss of revenue, profits, anticipated savings, goodwill or business opportunity, injury to your reputation) in contract, tort, under statute or otherwise, howsoever caused including arising directly or indirectly from or in connection with any transaction (actual or contemplated) undertaken or attempted to be undertaken through our website.

Subject to any rights you have under any consumer protection law which cannot be excluded, St Rita's College Limited excludes, all implied terms and warranties whether statutory or otherwise, relating to our website or the subject matter of these Terms and Conditions. You are entitled to certain rights under consumer protection law that cannot be excluded.

Our liability to you for loss or damage of any kind arising out of these Terms and Conditions will be reduced or limited to the extent (if any) that you cause or contribute to the loss or damage.

We do not guarantee, represent or warrant that your use of our service will be uninterrupted, timely, secure or error-free. You agree that from time to time we may remove the service for indefinite periods of time or cancel the service at any time, without notice to you.

14. TERMINATION

St Rita's College Limited reserves the right to, at its discretion, terminate your access to and use of the website:

- (a) for convenience, at any time, upon provision of notice to you;
- (b) immediately if St Rita's College Limited reasonably believes that you have breached these Terms and Conditions, and that breach is not capable of remedy; or if you have been provided with notice of the breach, and you have failed to remedy that breach within 14 days (where the breach is able to be remedied).

15. GENERAL

Any provision of these Terms and Conditions that is prohibited or unenforceable in any jurisdiction is ineffective as to that jurisdiction to the extent of the prohibition or unenforceability. That does not invalidate the remaining provisions of these Terms and Conditions nor affect the validity or enforceability of that provision in any other jurisdiction.

A failure or delay by St Rita's College Limited to exercise a power or right under these Terms and Conditions does not constitute as a waiver of that power or right, and the exercise of a power or right by St Rita's College Limited does not preclude its future exercise or the exercise of any power or right.

The laws of Queensland, Australia govern this agreement. Your transaction is deemed to have taken place in Clayfield, Queensland.



16. REVIEW AND APPROVAL

Version	Author	Authorisation	Approval Date	Next Review
1.0	Business Manager	CLT	July 2018	2021