

POLICY

Terms and Conditions of Sale

POLICY No: 6008

UPDATED: December 2016



The purpose of this document is to provide the terms and conditions of Sale for items purchased from SwimmingSA.

THE TERMS AND CONDITIONS OF SALE

1. ACKNOWLEDGEMENT AND ACCEPTANCE OF TERMS AND CONDITIONS

1.1 Please read these conditions carefully. By purchasing goods or services from this website you: (a) agree to be bound by these terms, conditions, disclaimers and limitations of liability ("Terms and Conditions"); and (b) acknowledge that you have read and understood these Terms and Conditions.

2. YOUR ACCOUNT

2.1 If you use the website to buy goods or services from SwimmingSA Inc, you agree to:

- (a) maintain the confidentiality of your user name and password;
- (b) keep your user name and password safe; and
- (c) prevent unauthorised access to your account.

2.2 You must inform SwimmingSA Inc immediately if you have reason to believe that your user name or password is being, or is likely to be, used in an unauthorised manner.

2.3 You agree to release and indemnify SwimmingSA Inc in connection with any use (whether authorised or unauthorised) of your user name or password.

2.4 SwimmingSA Inc will take reasonable care in ensuring its website is free from viruses or other dangerous content, however cannot guarantee that use of this website will not cause damage to your computer or other devices. It is your responsibility to ensure you have appropriate equipment and anti-virus software to use the website safely.

3. ORDERING, PRICE AND PAYMENT

3.1 All orders placed through the website are subject to confirmation and acceptance by SwimmingSA Inc.

3.2 Prices displayed on the website are subject to change by SwimmingSA Inc without notice.

3.3 Prices for goods and services in an order are fixed once your order has been confirmed and accepted. Subsequent price changes, either up or down, will not be applied retrospectively to accepted orders.

3.4 For each online order you must pay:

- (a) the applicable price for the relevant goods and services confirmed by SwimmingSA Inc; and
- (b) delivery and handling fees specified on the website at that time of purchasing the goods and services; and
- (c) merchant fees (currently 1.5% of transaction total) ; and
- (d) system maintenance fee (currently 2.5% of transaction total).

3.5 All purchases must be by way of credit card acceptable to SwimmingSA Inc. You must provide your nominated credit card details during the purchase process described on the website. SwimmingSA Inc is unable to accept cash on delivery.

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3.6 Once the goods you have ordered are received by SwimmingSA Inc from suppliers and are ready for despatch to you and/or the services you have ordered are ready for supply, we will process payment for the goods and services (plus any delivery charges and handling fees) using your nominated credit card.

3.7 All reasonable steps are taken to ensure that your order and credit card details provided by you to SwimmingSA Inc are safe and secure. All personal and credit card information provided by you to SwimmingSA Inc is processed using SecurePay technology featuring https encryption. You acknowledge and agree that internet transmissions are never entirely secure or private, and that any message or information you send to or through the website (including credit card information) may be read or intercepted by others.

3.8 You authorise SwimmingSA Inc to debit the price plus the delivery and handling fees from your nominated credit card.

3.9 SwimmingSA Inc will not despatch the goods or supply the services until payment is cleared.

3.10 SwimmingSA Inc reserves the right to terminate your account or cancel orders at its discretion. If SwimmingSA Inc cancels an order, we will do so without charge to you.

4. DELIVERY, RISK AND TITLE

4.1 SwimmingSA Inc will endeavour to deliver the goods ordered to your nominated delivery address in Australia and/or provide the services ordered within the time period specified at the time of placing your order. However, SwimmingSA Inc will not be liable to you or anyone else for any losses suffered or incurred due to delay.

4.2 Property and risk in the goods transfers to you upon delivery of the goods to your nominated delivery address.

4.3 SwimmingSA Inc or our agent will deliver the goods and services you have ordered to the address you specify in your order, within the agreed time frame, subject to availability. Where goods or services turn out to be unavailable, you will be informed of this by email.

4.4 The person who receives the goods at the nominated delivery address or receives the services will be presumed by SwimmingSA Inc to be authorised to receive them.

4.5 If your goods or services include items in respect of which the law prescribes the minimum age of purchase, you must be over the age of 18 years (or such other minimum age as is prescribed by the law) to make the purchase. You must also ensure that a person over that age is available to accept delivery. SwimmingSA Inc may refuse to deliver the goods or services if the person receiving them is unable or unwilling to provide evidence of proof of age.

4.6 If there is no-one at the delivery address or no-one of the appropriate age to receive and pay for the order, we may charge you additional delivery fees.

4.7 SwimmingSA Inc reserves the right to restrict sales to retail quantities when supplying resellers and distributors.

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5. PHOTOS AND INFORMATION ABOUT GOODS

5.1 SwimmingSA Inc aims to provide accurate descriptions of the goods or services sold on the website. While we aim to include up to date pictures of all of the goods on the website, at times however, the picture of the goods may differ from the actual goods.

5.2 SwimmingSA Inc recommends that you read the labels on the goods carefully before using the goods.

6. RETURN OF GOODS

Faulty and damaged goods

6.1 SwimmingSA Inc will use our best endeavours to repair or replace any faulty goods or goods damaged prior to delivery.

6.2 Faulty goods and goods damaged prior to delivery will be repaired or replaced (at our discretion) or, where repair or replacement is not possible (in our opinion), a full refund will be issued for the value of the damaged or faulty goods.

6.3 All damaged and faulty goods must be returned to us at 443 Morphett Road, Oaklands Park, SA 5046 within 30 days of the delivery date, accompanied by written notice with sufficient detail of the claimed damage or fault to enable SwimmingSA Inc to determine whether to repair or replace the goods. Return of non-faulty goods

6.4 SwimmingSA Inc will not accept goods for return if you have changed your mind or because the person for whom you purchased the goods does not want them.

6.5 SwimmingSA Inc will not accept goods for return if you have misread or misunderstood the product description provided by SwimmingSA Inc. It is your responsibility to make sufficient inquiries required regarding the capability of the goods to ensure that the goods fit the purpose for which you require them.

7. RESUPPLY OF SERVICES

7.1 SwimmingSA Inc will render services with due skill and care and any materials supplied in connection with the services will be reasonably fit for the purpose for which SwimmingSA Inc supply them.

7.2 If SwimmingSA Inc renders services that do not meet this standard, then SwimmingSA Inc will resupply the services or, where resupply is not possible (in our opinion), SwimmingSA Inc will provide a full refund for the value of the services.

7.3 If you are not satisfied with the services, then within 30 days of SwimmingSA Inc rendering the services you must contact SwimmingSA Inc and provide SwimmingSA Inc with sufficient detail of the claimed fault to enable SwimmingSA Inc to determine whether to resupply the services or provide a full refund for the value of the services.

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8. LIMITATION OF LIABILITY

8.1 To the extent permitted by law, all conditions or warranties expressed by law are excluded and our liability, in negligence or otherwise, is limited (at our option) to:

- (a) in the case of goods, any one or more of the following:
 - (i) the replacement of the goods or the supply of equivalent goods;
 - (ii) the repair of the goods;
 - (iii) the payment of the cost of replacing the goods or of repurchasing equivalent goods;
 - (iv) the payment of the cost of having the goods repaired; or

- (b) in the case of services:
 - (i) the supply of the service again; or
 - (ii) the payment of the cost of having the services supplied again.

8.2 SwimmingSA Inc is not liable for any loss resulting from the interception or 'hacking' of data through the website by unauthorised third parties.

8.3 SwimmingSA Inc is not liable for any direct or consequential loss. Nothing in these Terms and Conditions is intended to limit or exclude any liability on our part where or to the extent that applicable law prohibits such exclusion or limitation

9. PRIVACY

9.1 Personal information provided by you when purchasing any goods or services from SwimmingSA Inc is necessary for supply of the goods or services and is collected in accordance with SwimmingSA Inc's Privacy Policy (available from www.sa.swimming.org.au). If you do not wish to provide personal information you may not be able to purchase goods or services from the website.

9.2 SwimmingSA Inc may use or disclose your personal information for the purposes of:

- (a) providing goods and services and administering online sales;
- (b) providing you with information or promotional material; or
- (c) otherwise in accordance with SwimmingSA Inc's Privacy Policy.

9.3 SwimmingSA Inc may share your personal information with third parties such as other commercial operators or providers of goods/services, companies engaged by SwimmingSA Inc to carry out functions and activities on its behalf including direct marketing, SwimmingSA Inc's professional advisers, including its accountants, auditors and lawyers and SwimmingSA Inc's insurers. However information is not generally disclosed to anyone outside Australia.

9.4 SwimmingSA Inc's Privacy Policy contains information about how you may access and request correction of your personal information held by SwimmingSA Inc or make a complaint about the handling of your personal information, and provides information about how we will deal with a complaint.

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9.5 If you do not wish to receive promotional material from SwimmingSA Inc's sponsors or other third parties you must advise SwimmingSA Inc in writing or via the opt-out procedures in the relevant communication.

10. CHANGES TO TERMS AND CONDITIONS

10.1 Each order is governed by the Terms and Conditions in force at the time you use the website.

10.2 Without prior warning, SwimmingSA Inc may add to, delete or amend the terms and conditions which govern the sale. It is your responsibility to read and understand the Terms and Conditions that are in place each time you place an order through the website.

11. EVENTS BEYOND OUR CONTROL

11.1 SwimmingSA Inc will not be held responsible for any delay or failure to comply with our obligations under these Terms and Conditions if the delay or failure arises from any cause which is beyond our reasonable control.

12. GOVERNING LAW AND TERMS

12.1 All purchases of goods or services and these Terms and Conditions are subject to the laws of South Australia, Australia. You agree that any contract entered into with SwimmingSA Inc is entered into in South Australia and you submit to the jurisdiction of the South Australian courts.

12.2 These Terms and Conditions contain all the provisions of the agreement between you and SwimmingSA Inc in relation to the purchase of goods or services from this website

Adoption of Strategies

The Chief Executive Officer will develop an action plan to ensure the timely publication of this document.

Central Measurement

To ensure people have adequate information a link to these terms and conditions will be made available on the SwimmingSA website and regularly updated as necessary.