

## TERMS AND CONDITIONS

These terms and conditions (the "Terms and Conditions") govern the use of **www.badgers.place** (the "Site"). This Site is owned and operated by Badger's Place. This Site is a portfolio.

By using this Site, you indicate that you have read and understand these Terms and Conditions and agree to abide by them at all times.

### Intellectual Property

All content published and made available on our Site is the property of Badger's Place and the Site's creators. This includes, but is not limited to images, text, logos, documents, downloadable files and anything that contributes to the composition of our Site.

### Acceptable Use

As a user of our Site, you agree to use our Site legally, not to use our Site for illegal purposes, and not to:

- Harass or mistreat other users of our Site;
- Violate the rights of other users of our Site;
- Hack into the account of another user of the Site; or
- Act in any way that could be considered fraudulent.

If we believe you are using our Site illegally or in a manner that violates these Terms and Conditions, we reserve the right to limit, suspend or terminate your access to our Site. We also reserve the right to take any legal steps necessary to prevent you from accessing our Site.

### Accounts

When you create an account on our Site, you agree to the following:

1. You are solely responsible for your account and the security and privacy of your account, including passwords or sensitive information attached to that account; and
2. All personal information you provide to us through your account is up to date, accurate, and truthful and that you will update your personal information if it changes.

We reserve the right to suspend or terminate your account if you are using our Site illegally or if

you violate these Terms and Conditions.

### **Sale of Goods And Services**

These Terms and Conditions govern the sale of goods and services available on our Site.

The following goods are available on our Site:

- Clothing;
- Learning Resources; and
- Reports.

The following services are available on our Site:

- Psychology Services; and
- Social Groups.

The services will be paid for in full when the services are ordered.

These Terms and Conditions apply to all the goods and services that are displayed on our Site at the time you access it. This includes all products listed as being out of stock. All information, descriptions, or images that we provide about our goods and services are as accurate as possible. However, we are not legally bound by such information, descriptions, or images as we cannot guarantee the accuracy of all goods and services we provide. You agree to purchase goods and services from our Site at your own risk.

We reserve the right to modify, reject or cancel your order whenever it becomes necessary. If we cancel your order and have already processed your payment, we will give you a refund equal to the amount you paid. You agree that it is your responsibility to monitor your payment instrument to verify receipt of any refund.

### **Subscriptions**

Your subscription automatically renews and you will be automatically billed until we receive notification that you want to cancel the subscription.

To cancel your subscription, please follow these steps: Provide at least 14 days notice.

## **Payments**

We accept the following payment methods on our Site:

- Credit Card; and
- Debit.

When you provide us with your payment information, you authorise our use of and access to the payment instrument you have chosen to use. By providing us with your payment information, you authorise us to charge the amount due to this payment instrument.

If we believe your payment has violated any law or these Terms and Conditions, we reserve the right to cancel or reverse your transaction.

## **Shipping and Delivery**

When you purchase goods from our Site, the goods will be delivered through one of the following methods:

- Electronic Delivery - 48 hours after purchase; or
- Standard AusPost Delivery - 5-7 business days.

Delivery will take place as soon as reasonably possible, depending on the delivery method selected. Delivery times may vary due to unforeseen circumstances. Please note that delivery times do not include weekends and public holidays.

You will be required to pay delivery charges in addition to the price for the goods you purchase.

You are required to provide us with a complete and accurate delivery address, including the name of the recipient. We are not liable for the delivery of your goods to the wrong address or wrong person as a result of you providing us with inaccurate or incomplete information.

## **Refunds**

### **Refunds for Goods**

Refund requests must be made within 30 days after receipt of your goods.

We accept refund requests for goods sold on our Site for any of the following reasons:

- Good is broken;
- Good does not match description;
- Good is the wrong size; or
- Good does not meet the purchaser's expectations.

Refunds do not apply to the following goods:

- Items delivered electronically.

#### Refunds for Services

All services sold on our Site are non-refundable.

#### **Returns**

Returns can be made by mail. To return a good by mail, follow the following procedure:  
Contact Badger's Place to arrange return and refund.

#### **Consumer Protection Law**

Where the *Australian Consumer Law*, Schedule 2 of the *Competition and Consumer Act 2010*, or any other consumer protection legislation in your jurisdiction applies and cannot be excluded, these Terms and Conditions will not limit your legal rights and remedies under that legislation. These Terms and Conditions will be read subject to the mandatory provisions of that legislation. If there is a conflict between these Terms and Conditions and that legislation, the mandatory provisions of the legislation will apply.

#### **Limitation of Liability**

Badger's Place and our directors, officers, agents, employees, subsidiaries, and affiliates will not be liable for any actions, claims, losses, damages, liabilities and expenses including legal fees from your use of the Site.

#### **Indemnity**

Except where prohibited by law, by using this Site you indemnify and hold harmless Badger's Place and our directors, officers, agents, employees, subsidiaries, and affiliates from any actions, claims, losses, damages, liabilities and expenses including legal fees arising out of your use of our Site or your violation of these Terms and Conditions.

**Applicable Law**

These Terms and Conditions are governed by the laws of the State of Queensland.

**Severability**

If at any time any of the provisions set forth in these Terms and Conditions are found to be inconsistent or invalid under applicable laws, those provisions will be deemed void and will be removed from these Terms and Conditions. All other provisions will not be affected by the removal and the rest of these Terms and Conditions will still be considered valid.

**Changes**

These Terms and Conditions may be amended from time to time in order to maintain compliance with the law and to reflect any changes to the way we operate our Site and the way we expect users to behave on our Site. We will notify users by email of changes to these Terms and Conditions or post a notice on our Site.

**Contact Details**

Please contact us if you have any questions or concerns. Our contact details are as follows:

(04) 9900 6943  
admin@badgers.place

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You can also contact us through the feedback form available on our Site.

Effective Date: 22nd day of May, 2023