

Privacy Policy

We value our customers and respect their privacy. We use customer information for internal accounting and tax records only. We recognise that we must maintain and use customer information responsibly. We will not sell or rent the information you provide to us online to third parties. All credit card details are dealt through PayPal, please consult PayPal's privacy policy regarding these details.

Online Shop Terms and Conditions

These terms are binding on you

Welcome to hereitis.com.au and thank you for shopping with us.

These terms govern your use of **hereitis.com.au** ("our website") and your purchase of products from our website. You will also be bound by the Terms and Conditions of our service when you sign up to a plan.

Our website is owned and operated by **P & R Sales and Marketing** (ABN 44 355 423 681).

By using our website, and by buying a product via our website you agree that you have read, understood and accepted these terms just as if you had actually signed a binding agreement to that effect.

If you need any help please contact **P & R Sales and Marketing** by email to paul@hereitis.com.au.

Understanding these terms

In these terms 'we', 'our' and 'us' refer to **P & R Sales and Marketing** and 'you' and 'your' refer to the customer.

Prices

You can find our product prices on our website. We will update them from time to time. All prices are in Australian dollars and include GST.

Orders and payment

Your order is an offer to enter into an agreement with us. No agreement is created until your order and payment have been processed by us and we have sent you either a receipt or a notice that your chosen item is not in stock.

You must pay in full when you place an order.

Once we have confirmed your order, you are bound by it unless we tell you that what you have ordered is not in stock.

Delivery

You can find our delivery prices on our website. We will update them from time to time.

When we confirm your order, we will notify you whether the product is in stock. If it is we will dispatch your order by courier to your nominated address within 3 working days unless a dispatch time is mentioned at time of order. You can nominate a later date. You must enter your preferred delivery address (not a PO Box) at the time you order. If you enter the wrong address, we will resend the product to the correct address but you will have to pay courier fees.

You can cancel your order up to two working days before delivery by contacting **P & R Sales and Marketing**. **This means that if you have asked for delivery the next day or the day after you will not be able to cancel your order.**

When something is out of stock

We will tell you when we expect to be able to deliver your order. While we cannot guarantee the delivery dates advised by our suppliers, we will keep you up to date on progress.

You may cancel your order up to two working days before delivery by contacting the **P & R Sales and Marketing** at sales@hereitis.com.au.

If a product is lost or damaged in transit, contact **P & R Sales and Marketing** and we will send you a replacement as soon as possible.

You cannot cancel your order just because delivery is delayed.

We are not responsible for any loss or damage to products after you have received them.

When something is no longer available

There may be unforeseen circumstances in which it is not possible for us to supply a product. If this happens, we will cancel orders for that product. We will refund or cancel your payment. We cannot accept liability for any other loss or damage arising as a result of the cancellation.

Warranty and returns policy

We sell products made by other people. Where products are found to be damaged or faulty, we will pass on to you the benefit of the manufacturer's warranty for affected products.

If you receive a damaged or faulty product, you must notify the **P & R Sales and Marketing** at sales@hereitis.com.au. We will give you instructions for returning the product and receiving a refund or replacement. You must return the product in its original condition, and ideally in its original packaging. When we receive the product and the conditions of this returns policy have been met, we will give you a full refund or a free replacement. Refunds will be applied to the same account that you paid us from.

If we consider that the conditions of the returns policy have not been met (for example, if the product is not defective), we will not provide you with a refund or replacement and we will return your product to you.

We reserve the right to limit the number of times that we will accept returns from you. If we think that our products or services just won't suit you, we will complete your latest return and advise you that you should look for an alternative Internet service.

Copyright

Our website is our property. Our website includes copyright material, trademarks and registered trademarks which belong to us and others. You can only use it to browse and purchase our products.

Other conditions and warranties are excluded

We are not liable to you or any other person for any loss in connection with the use of our website or a linked website, or any products sold via our website. Unless expressly stated in these terms, all other implied conditions and warranties are excluded.

Where our liability cannot be excluded by law, our liability for any breach of such condition or warranty shall be limited, at our option and to the extent permitted by law to:

1. the replacement of the products or the supply of equivalent products, the repair of the products or the cost of replacing, repairing or acquiring equivalent products; or
2. the total purchase price paid for the products under these terms.

Disclaimer

We have done our best to ensure that the information provided on our website is accurate and current. However we do not make any representation or warranty as to the accuracy or completeness of the information and we don't guarantee that our website is free from errors or faults. We accept no liability for any such inaccuracies, errors or faults.

Finally, we make no warranty that any product will meet your needs.

Changes in these terms

We may vary these terms or any information contained on our website at any time.

Privacy

When you use our website or buy a product using our website you agree that we can collect, use and disclose your personal information in accordance with our Privacy Policy. We may for example, disclose information about you to, or receive information from your credit card provider or bank.

Spam

All our communication with you will be by email - notice of confirmation and receipt of your order, invoices and so on. You agree when you use this site and accept these terms that we can send you these kinds of emails. We comply with the *Spam Act 2003 (Cth)*. If we send you promotional offers via email, you will be able to respond asking us not to send you offers and the like.

Notices

We will send you any notices by email to the address that you have provided. You will be deemed to have received a notice at the time that the email is sent. Please keep your email address information up to date.

Assignment

We may transfer all or part of our rights and obligations under these terms to our business partners or related bodies corporate. You may transfer the benefit of our products and services but not your obligations under these terms.

Applicable law

These terms are governed by the laws in force in Queensland, Australia and you irrevocably and unconditionally submit to the non-exclusive jurisdiction of the courts of Queensland, Australia and any courts which may hear appeals from those courts. These policies will be reviewed and if necessary, updated every 2 years unless a new legislation or law is founded or updated.