

Terms and Conditions

TERMS AND CONDITIONS

The www.bestchance.org.au website allows you to purchase goods or services, and donate funds to the bestchance on the bestchance website. These terms and conditions govern your use of the bestchance website.

Acceptance of these Terms and Conditions

Your continued use of the bestchance website is deemed to be acceptance of these Terms. Please read these terms of use carefully.

From time to time bestchance may need to amend these Terms of use and you should review them regularly. Each time you use the website you are deemed to have accepted such changes.

Orders, Donations & Refunds

Content relating to goods available for ordering may be based on information provided by third parties such as the suppliers of those goods. While we aim to ensure that information is kept current and correct, there may be some instances where goods ordered differ in a minor degree from their descriptions. Subject to Your Statutory Rights, any graphics, photos, or illustrations used in relation to goods available for ordering on the Website may not be fully representative of the goods described and should be used as a guide only.

By placing any order for goods in the manner described on the bestchance website, you make an offer to purchase the goods for the price specified on the bestchance website at the time you place the order (Offer). We may, in our sole and absolute discretion, accept or reject any Offer made by you for any reason, including, without limitation, the unavailability of the goods and services, an error in the price or the goods and services description posted on the bestchance website, or an error in your Offer.

Prices for goods and services displayed on the bestchance Website may change at any time at our sole discretion. You must pay to us the price for the goods and services that is displayed on the bestchance Website at the time you place an order, plus any applicable delivery and handling charges. Payment must be made with your order.

Title to the goods and services shall pass to you on payment in full of the purchase price and any applicable delivery and handling charges. Risk of loss or damage to the goods shall pass to you when the goods are passed

from us to our delivery provider for delivery to you. We do not insure orders, so we recommend that you nominate a secure delivery address.

Any delivery period stated on the bestchance website is an indication only of the anticipated period for delivery of the goods, and does not form part of the agreement for sale of the goods. We may contact you if we anticipate any issues delivering your goods within a reasonable time.

If you place an order for goods and/or services or make a donation through the bestchance website, in addition to your statutory rights, we may consider your request for a refund where:

- you notify us in writing within thirty (30) days of the order for goods and/or services or the donation or;
- you provide us with a copy of your receipt; and
- you indicate the reason for wanting a refund.

Refunds of credit card payments will be made to the same credit card.

Shipping & Returns

bestchance will endeavour to fulfill all orders for goods and/or services and donations placed via the bestchance website as soon as possible. Bestchance will endeavour to dispatch orders or goods and/or services within 7 working days of receiving the order.

Important Information about Delivery Times

All delivery times are indications only, and indicate the time it would normally take for delivery once the goods are dispatched from bestchance. Delays in shipment may occur if a product is out of stock or temporarily unavailable from our suppliers. You will be advised via email of any substantial delay. In the event of some items on your order being in stock and some items being substantially delayed we will contact you with the option to split your shipment. Additional freight charges will apply.

Purchasing goods and/or services

In order to purchase products from the bestchance website, details of the goods and services you wish to order, your personal details, and credit card details for payment, must be entered into a secure payment gateway, using eWay.

All prices quoted on the bestchance website are in Australian Dollars.

Details required from you

Unless provided otherwise, all payments for donations or merchandise purchases are to be made by credit card.

You must therefore provide to bestchance (via a secure payment gateway, using eWay), details of your credit card, including:

- credit card type;
- name on credit card;
- credit card number; and
- expiry date

In order for bestchance to deliver to you a tax receipt and/or invoice for goods and/or services that you have ordered, you will need to provide bestchance with your postal address.

Website

Bestchance does not guarantee that the bestchance website will be free from viruses, or that access to the bestchance website will be uninterrupted.

It is your responsibility to immediately report to bestchance if you suspect that your username or password is being used without your authority.

Unauthorised Use of Credit Cards

Any donations made through the bestchance website using a credit card are final. If you become aware that your credit card has been lost, stolen or is being used fraudulently, it is your responsibility to report the issue to your financial institution.

Limitation of Liability and Jurisdiction

The liability of bestchance for a breach of this Agreement, statutory cause of action, common law or tort (including negligence) in any way is limited as follows:

1. bestchance will not be liable for indirect or consequential loss or damage, notwithstanding anything else in this Agreement and;
2. Otherwise in respect of all other claims or liability to you for all other proven loss and damage is limited, for an aggregate of all claims, to the amounts donated by you to bestchance.

bestchance's liability for a breach of a condition or warranty implied by law that cannot be excluded, is limited to the extent possible, at bestchance's option, to:

1. the supply of the goods or services;
2. the supply of the goods or services by a third party;
3. the repair of the goods; or
4. the payment of the cost of having the goods or services supplied again or repaired

This website and its use are governed by the laws in the State of Victoria, Australia.

Indemnity

You agree to fully indemnify and hold us harmless against any expenses, costs, loss (including consequential loss) or damage that we may suffer or incur as a result of or in connection with your use of, access to or conduct in connection with bestchance, including any breach by you of the Conditions.

GST

Unless stated to be otherwise, charges referred to for any goods or services supplied (or offered for supply) via the bestchance website are stated inclusive of GST. Where GST applies to any supply made to you, we will deduct the applicable GST and issue you with a Tax Invoice. GST means the Australian goods and services tax charged under A New Tax System (Goods and Services Tax) Act 1999 ("Act"). Tax Invoice means tax invoice as defined by the Act.

Intellectual Property Rights

Bestchance own the intellectual property, including copyright, in all content of this website. Except as necessary for using this website on your browser, or as permitted under the Copyright Act 1968 (Cth) or other applicable laws, no material on this website may be reproduced, adapted, uploaded to a third party, linked to, framed, performed in public, distributed or transmitted in any form by any process without the specific written consent of bestchance. Please contact bestchance for permission to use bestchance information info@bestchance.com.au.

Privacy Policy

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