

# Terms of Use and Business

Version 1, Valid From: 11th November 2023

## **General Information**

- 1. All prices are listed in Australian dollars.
- **2.** Please understand by using this site, by making a purchase, you are bound by the Terms of Use and Business.
- **3.** By using this site, you confirm items that you purchase are not for commercial use or resale.
- 4. Please ensure that you correctly enter all details when making a purchase on this site. We cannot be held responsible for incorrect information being provided by you.

#### Changing or Cancelling an Order

- 1. If you wish to change an order, immediately inform us via the contact form. Please understand that once your order has been shipped, it is not possible for us to change your order.
- 2. If you wish to cancel your order, immediately inform us via the contact form. Please understand that once your order has been shipped, it is not possible for us to cancel your order.

#### **Payments**

- 1. If you place an order and your payment is not cleared or received within 14 days, we reserve the rights to cancel your order.
- 2. If we are unable to process your credit card payment due to insufficient funds or another error, we will attempt to contact you using the details that you have provided to rectify the matter. If we cannot rectify the matter, we reserve the right to cancel the order.

## **Multiple Orders**

1. Sometimes, different items will be shipped separately. An example of this is if you purchased a poster and a print book, the poster will be shipped separately in a tube and the book will be shipped in a bubble pack. Two shipping fees will apply.

## Returns

- 1. This policy does and cannot limit your rights entitled under Australian consumer law. You are entitled to a replacement or a refund on a purchased item if the item is found to be incorrect, damaged, or faulty.
- 2. If an item, printed or electronic, that you receive is incorrect, damaged, or faulty, immediately inform us via the contact form. We will require evidence to substantiate your concerns so an assessment can be undertaken. Rest assured, we are always more than willing to make things right.
- **3.** Before returning an item to us, please contact us via the contact form so we can discuss your concerns and shipping costs.
- 4. Please understand that if you 'had a change of mind' and wish to return a printed item, we are not obligated to accept a return. Please contact us via the contact form if you change your mind. We are more than willing to make things right, where we can. However, cost of return postage will be your responsibility and items must be returned well-packaged and in as new condition.
- 5. It is not possible to make a return on an eBook for a change of mind. However, if you have any concerns with your eBook, immediately contact us via the contact form so we can discuss matters further.

#### eBooks

- 1. Gumnut Publishing acts as a Licensee to provide the eBook to you.
- 2. Once you purchase and download an eBook, you no longer have the right to a return the digital product due to a change of mind.
- **3.** Please understand that it is your responsibility not to lose, destroy, or damage the eBook once downloaded. Once downloaded, the eBook is treated no differently to a print book, being the onus in on the owner to take care of it.
- 4. Every eBook you purchase will be watermarked with an order number and your email address to personalise and protect the file. If you don't want an eBook watermarked, please do not purchase it.

- **5.** If you experience difficulty accessing, downloading, or using an eBook, immediately contact us via the contact form. Where the eBook is faulty, we will happily reissue the eBook to you or provide a full refund.
- 6. Gumnut Publishing reserves the right to change, remove, or disable access to an eBook. If doing so impinges on your rights, please contact us via the contact form and we will willingly discuss the matter further.
- 7. There may be times when the eBook is not available for download due to a technical issue. Please be patient. We will rectify any technical issues as a high priority.
- **8.** If you experience any difficulty downloading or accessing your eBook, immediately contact us via the contact form outlining your concerns and we will address your concerns as a high priority.
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## **Shipping and Delivery**

- 1. Once payment for an order has been cleared, your order will be dispatched within 24-48 hours.
- 2. We only use Australia Post to deliver items.
- 3. Please log into your account to access dispatch and tracking information.
- 4. Once an item has been shipped with Australia Post, any questions about delays should be referred directly to Australia Post. We cannot contact Australia Post on your behalf or be held responsible for any delays in the services provided by this shipping organisation.
- 5. By making a purchase through this website, you understand that major weather events and other natural disasters may result in having a negative impact on shipping.
- 6. Once a purchase has been shipped, we cannot modify or change personal details. Please triple check the accuracy of your personal details before proceeding with the payment process.
- 7. Please understand that if you enter an address that Australia Post deems incorrect/insufficient, shipping on an item may be delayed, lost, or returned to us. If an item is returned to us, we shall take all reasonable steps to make contact with you

to discuss the matter further. We cannot be held liable for any shipment that is delayed or lost.

- **8.** If we incorrectly address an order to you, we will be responsible for resending, replacement, or providing you with a full refund.
- **9.** If you don't receive your order within 14 days of dispatch, please contact us via the contact page to discuss further.
- **10.** Redirections with Australia Post may cause problems when dealing with packages. Please contact us via the contact form if your mail is being redirected to minimise delays. If the item is returned to us, we will take all reasonable steps to notify you.

#### **Overseas Orders**

1. Overseas orders, in some instances, can attract custom charges, taxes, and even brokerage charges. You, the purchaser, will be responsible for the total amount of all charges.

#### **Your Privacy**

- 1. Your right to privacy is valued by us. We collect, use, and store your personal information in accordance with our privacy policy as provided on this website.
- 2. Please be aware to ship your items, we need to use a third party, being Australia Post. Your personal information will be provided to Australia Post for this purpose. Prior to making a purchase on this website, we strongly encourage you to refer to Australia Post website to access and inform yourself of their privacy policy.
- **3.** If you do not feel comfortable with either our privacy policy or that of Australia Post, please contact us to express your concerns and do not make a purchase on this site, until those concerns have been resolved.