

Home Support Network Terms and Conditions

General

1.1 This Home Care site at www.homesupportnetwork.com.au ("Site") is a shopping website where you can browse, select and order products advertised on the Site from Symbion Pty Ltd (ABN 25 000 875 034) ("Home Care", "us" or "we").

1.2 Please read these terms and conditions before accessing or using the Site. If you are under 18 years of age, then you must obtain your parent or guardian's consent before accessing and using the Site.

1.3 Your access to and use of the Site, including your order of Products through the Site, is subject to these terms and conditions.

2 Compliance with these terms and conditions

2.1 You agree to bound by, and comply with, these terms and conditions:

(a) by completing your registration through the Site; and

(b) using the Site to obtain Products from us.

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3 Registration

3.1 You must complete the customer registration process through the Site before placing an order for Products through the Site. Any personal information that you give us will be held and used by us in accordance with our privacy policy referred to in clause 21 below.

3.2 You may not have more than one active account, and your account is non-transferable. You may update, edit or terminate your account at any time through the Site.

3.3 If you choose to use a workplace email address for your account or to access the Site, then you are solely responsible for ensuring that you comply with the rules, policies or protocols that apply to the use of your email address and your workplace facilities.

4 Placing an order for Products

4.1 You may order Products by selecting and submitting your order through the Site in accordance with these terms and conditions.

4.2 Any order placed through this Site for a Product is an offer by you to purchase the particular Product for the price notified (including the delivery and other charges and taxes) at the time you place the order.

4.3 We may ask you to provide additional details or require you to confirm your details to enable us to process any orders placed through the Site.

4.4 You agree to provide us with current, complete and accurate details when asked to do so by the Site.

5 Acceptance or rejection of an order

5.1 We reserve the right to accept or reject your order for any reason, including if the requested Product is not available, if there is an error in the price or the product description posted on the Site or in your order.

5.2 Each order placed for Products through the Site that we accept results in a separate binding agreement between you and us for the supply of those Products. For each order accepted by us, we will supply the Products in that order to you in accordance with these terms and conditions.

5.3 If we reject an order placed through the Site, then we will endeavour to notify you of that rejection at the time you place the order or within a reasonable time after you submit your order.

6 Minimum and maximum amounts in each order

6.1 Unless otherwise indicated on the Site:

(a) you may only obtain up to 10 items of a particular Product in each order (there may be lower limits for a particular Product that is the subject of a special or a promotion. We will inform you of these limits on the Site when you place the order or within a reasonable time after you submit your order); and

(b) the minimum purchase amount for each order is \$15 excluding the Delivery Fee.

6.2 You are not permitted to purchase any items for resale to a third party or for trade purposes. If we have a concern with the quantity of item/s you have ordered, then we will contact you when you place the order or within a reasonable time after you submit your order.

6.3 If you wish to place an order that differs from our ordering requirements, then you will need to contact our Customer Service on 1300 915 524 during Contact Hours. If we agree to an order that differs from our usual requirements, then you agree that the delivery time may be longer than our usual delivery times for standard orders. In this regard, we recommend that you allow at least 3 days between ordering and delivery or such other time that we notify you of at the time we accept your order.

7 Delivery of Products

7.1 We will only deliver Products ordered through the Site to a location where we provide delivery services.

7.2 We will aim to deliver during the window that you select. However, if an event occurs that is beyond our reasonable control, then we may not be able to do so and will not be liable to you or any other person for any such delay. In this instance, we will endeavour to provide you with notice of such delay as soon as reasonably possible.

7.3 We will deliver the Products to the front door at the relevant Delivery Address. If you ask us to deliver inside a premise or building at the Delivery Address and we agree to do so, then you are responsible for all loss or damage suffered by us in connection with our delivery of the Products beyond the front door of the Delivery Address.

7.4 You agree to comply with certain delivery requirements specified below and such other requirements that we notify you when you place your order through the Site:

(a) If the delivery relates to your first order, then you must be present to accept the delivery of that order and, at our request, provide us with photographic identification.

7.5 We will require the person accepting the delivery of your order to provide us with proof of that person's identity (including photographic identification) and, where relevant, age. If the order has been paid by credit card, then we may also ask you to show us the credit card for us to conduct our verification checks.

7.6 If there is no one or no appropriate person (for example, above 18 years old) at the Delivery Address to receive the order or, if you are required to be present at the time of delivery and you are not present at that time, then we will not deliver the Products you have ordered and an "unattended card" may be left. In this instance, we will endeavour to contact you or you may contact us to arrange for delivery at a different time, and we may charge you an additional Delivery Fee for that delivery.

7.7 Other than as required under clause 7.4(a) for your first order, you acknowledge and agree that any person at the Delivery Address who receives the Products is authorised by you to receive your order and, where relevant, make payment for that order.

7.8 Urgent deliveries can be arranged by contacting Our Customer Service on 1300 915 524 during Contact Hours. You will be charged an express rate fee which we will notify You of prior to delivery.

7.9 Delivery will be deemed to have occurred when the Products have been signed for.

8 Risk and title

8.1 Risk in the Products passes to you on the time and date the Product is despatched from Our premises. Title to the Products passes to you on the later of the date and time of:

(a) payment for those Products; and

(b) delivery of those products to the Delivery Address.

9 Cancelling an order

9.1 We may cancel any part of an order (including any orders that we have accepted) without any liability to you for that cancellation at any time if:

- (a) the requested Products in that order are not available; or
- (b) there is an error in the price or the product description posted on the Site in relation to the relevant Product in that order; or
- (c) that order has been placed in breach of these terms and conditions.

If we do so, then we will endeavour to provide you with reasonable notice of that cancellation, and will not charge you for the cancelled order if we cancel it before the delivery date or if you are not at fault or in breach of these terms and conditions.

9.2 You may cancel an order (whether it is accepted by us or not):

- (a) up to 30 mins before the delivery window closes the day before your delivery, through the Site. If so, no fees or charges will apply to that cancellation; or
- (b) in all other circumstances, by contacting Customer Service on 1300 915 524 during Contact Hours. In this instance, if you cancel an order:
 - (i) before the day of delivery, then no fees or charges will apply to that cancellation; and
 - (ii) on the day of delivery, then we may charge you a cancellation fee of \$15.

10 Fees and charges

10.1 We will charge you, and you agree to pay, the following fees and charges in relation to an order that we accept (as applicable):

- (a) the purchase price of each Product that is ordered;
- (b) the delivery fee provided to you at the time you selected the relevant delivery window when placing your order ("Delivery Fee"); and
- (c) the cancellation fee for an order that is cancelled as set out in clause 9.2(b) (ii); and
- (d) any other fees and charges set out in these terms and conditions.

10.2 All fees and charges identified in these terms and conditions and all prices for the Products include GST where applicable.

10.3 The purchase price of each Product is shown on the product list on the Site at the time you place your order.

10.5 Prices for Products change from time to time and we do not provide any notice of these changes. Subject to these terms and conditions, once we have accepted your order, we will not change any prices that apply to the Products in that order.

10.6 If:

- (a) a Product that you have ordered is not available and we have not provided you with a substitute; or
- (b) you cancel an order under clause 9.2(a),

then we will:

- (i) we will provide you with a refund back within 3-5 business days to your card of purchase to the value of the Products that were not supplied to you.

10.7 All payments made by You must be without deduction, set-off or counterclaim.

11 Payment methods

11.1 You must pay the fees and charges online using the online payment method in clauses 11.2

11.2 We accept payment through Paypal.

11.3 You may be charged a processing fee for using Paypal.

11.4 If we are unable to successfully process your payment for your order that is accepted by us, then we may notify you of dishonour and cancel your order.

11.5 You authorise us to debit the amount that is payable for an accepted order to pay for the fees and charges.

11.6 You must not pay, or attempt to pay, for products through any fraudulent or unlawful means.

11.7 We will provide you with a receipt at time of delivery which specifies the total fees and charges for the Products in the order and the out of stock products including the dollar value refunded to your card of purchase or Paypal account.

12 Missing items in delivery

12.1 If there are missing items from your delivery, you should contact Customer Service on 1300 915 524 during Contact Hours within 24 hours of the delivery time and we will take steps to verify and confirm any such missing items. Once we are reasonably satisfied that the item was not delivered to you, then we will (at your option): (i) provide you with a credit within 3-5 business days for the Products that were charged but not delivered to you; or (ii) arrange for a re-delivery of the missing item at an agreed time.

13 Returns

13.1 If you wish to return a Product that was provided to you under these terms and conditions, then you may contact our Customer Service by telephone within 8 hours of the delivery time to make arrangements to return that Product. In this instance, you may return the Product to us at the time we deliver your next order; upon confirmation from driver the good/s have been received we will refund you with the funds being available within 3-5 business days.

You must provide us with the invoice we issued to you for your order to make a claim under this clause. If you fail to do so, then we may reject or deny your claim.

13.2 Clause 13.1 does not apply to perishable Products.

14 Your general obligations

You:

(a) must ensure that your LoginID and password that is used to access the Site and the details of your account is kept in a safe and secure manner;

(b) must notify us on through our Customer Service on 1300 915 524 during Contact Hours if you are or become aware that there is or has been an unauthorised use of your LoginID and password or account, or any other security breach relating to your account;

(c) must promptly advise us of any changes to your information provided to us as part of the customer registration process;

(d) are responsible for any costs associated with your access to or use of the Site, including Internet access fees;

(e) are responsible and liable for any person that uses your LoginID and password to order Product(s) through the Site;

(f) agree that we may charge you for all Products that we agree to supply to you that have been ordered using your LoginID and password through the Site; and

(g) should check the labels on the Products before consumption or use.

15 General restrictions

You must not:

(a) use the Site for any activities that breach any laws, infringe a third party's rights or are contrary to any relevant standards or codes;

(b) use the Site in a manner or way, or post to or transmit to or via the Site any material, which interferes with other users or our other customers or defames, harasses, threatens, menaces or offends any person or which prevents any other person from using or enjoying the Site;

(c) make fraudulent or speculative enquiries, purchases or requests through the Site;

(d) use another person's details without their permission or impersonate another person when using the Site;

- (e) post or transmit any obscene, indecent, inflammatory or pornographic material or any other material that may give rise to civil or criminal proceedings;
- (f) tamper with or hinder the operation of the Site;
- (g) knowingly transmit any viruses, worms, defects, trojan horses or similar disabling or malicious code to the Site;
- (h) use any robot, spider, site search and retrieval application or other mechanism to retrieve or index any portion of the Site;
- (i) modify, adapt, translate or reverse engineer any portion of the Site;
- (j) remove any copyright, trade mark or other proprietary rights notices contained in or on the Site;
- (k) reformat or frame any portion of the web pages that are part of the Site;
- (l) create accounts by automated means or under false or fraudulent pretences;
- (m) use the Site to violate the security of any computer or other network or engage in illegal conduct;
- (n) take any action that imposes or that would, in our reasonable opinion, result in an unreasonable or disproportionately large load on our infrastructure;
- (o) use the Site other than in accordance with these terms and conditions; or
- (p) attempt any of the above acts or engage or permit another person to do any of the above acts.

16 Suspension of account

16.1 We may:

- (a) lock, suspend or delete your account or access to the Site at any time without prior notice to you; or
- (b) cease providing the Site or any other product or service that may be available through the Site at any time.

16.2 If we lock, suspend or delete your account under clause 16.1(a), then we will refund all credits that you are entitled to receive under these terms and conditions by direct deposit to your nominated account once we have conducted all our verification and other relevant checks.

17 Warranties

You warrant that:

- (a) all information and data provided by you to us through the Site (including as part of the customer registration process) or otherwise is true, accurate, complete and up to date;
- (b) the person receiving the Products at the Delivery Address is authorised by you to do so; and
- (c) you have and will comply with all relevant laws relating to your use of the Site and your placement of any order to us.

18 Liability

18.1 Subject to clause 18.3, we exclude all implied terms and warranties whether statutory or otherwise, relating to the Site or the subject matter of this agreement. You acknowledge that the Site is provided "as is" and that we do not make any warranty or representation as to the suitability of the Site or a Product for any purpose.

18.2 Subject to clause 18.3, we will not be liable to you for indirect and consequential loss (including without limitation for loss of revenue, loss of profits, failure to realise expected profits or savings and any other commercial or economic loss of any kind) or loss or corruption of data, in contract, tort, under any statute or otherwise (including negligence) arising from or connected to this agreement.

18.3 Where any law implies in this agreement any term, and that law voids or prohibits provisions which exclude or modify the operation of such term, then the term is taken to be included in this agreement. However, our liability for breach of such term will be, if permitted by law, limited to one of the following remedies (at our option):

- (a) in the case of services: the resupply of the services; or the payment of the cost of resupply; and

(b) in the case of goods: the replacement of the goods, the supply of equivalent goods, the repair of the goods; the payment of the cost of replacing the goods (or of acquiring equivalent goods), or the payment of the cost of having the goods repaired.

18.4 Our liability to you for loss or damage of any kind arising out of this agreement or in connection with the relationship established by it is reduced to the extent (if any) that you cause or contribute to the loss or damage. This reduction applies whether our liability is in contract, tort (including negligence), under any statute or otherwise.

18.5 Nothing in these terms and conditions is intended to limit or exclude any liability that cannot be excluded by law.

18.6 Subject to clause 18.3, notwithstanding anything else in this agreement, Our total liability to You arising under or in connection with this agreement, whether in tort (including negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise, will be limited to \$100.

19 Termination

19.1 We may terminate this agreement for convenience at any time on notice to you. Without qualifying the foregoing, we may immediately suspend, terminate or limit your access to and use of the Site and (where relevant) your account if you breach these terms and conditions and:

- (a) the breach cannot be remedied; or
- (b) you fail to remedy the breach within 10 days of our notice to you of that breach; or
- (c) if there is an emergency.

19.2 You may stop using the Site at any time and for any reason.

19.3 We may stop making the Site (or any part of it) available without prior notice. If so, any orders that we have accepted will not be affected by this unless the Products that have been ordered is no longer available or we are prevented from supplying the Products, in which case, we will notify you and valid payments will be returned in accordance with these terms and conditions.

20 Privacy policy

Our privacy policy is available on the Home Support Network site set out above and forms part of these terms and conditions. You acknowledge and agree to our privacy policy.

21 Intellectual property rights

21.1 You:

- (a) acknowledge that the copyright in the Site, the software, design, text and graphics comprised in the Site, the selection and layout of the Site and the content and materials on the Site (together, the "Materials") are owned by or licensed to us;
- (b) must not modify, copy, adapt, store in a retrieval system, reproduce, upload, post, transmit, sell, distribute in any way or communicate to the public a Material without our prior written consent; and
- (c) must not frame or embed in another website any of the material appearing on this Site without our prior written consent.

21.2 You may:

- (a) store a reproduction of the content on this Site on your local computer for the sole purpose of viewing the content and Materials; and
- (b) print hard copies of the content and Materials for the sole purpose of viewing and purchasing Products but not for any other use, including commercial use.

21.3 This Site contains registered trade marks and other trade marks which are protected by law. You must not use any of the marks or trade marks appearing on the Site or our name or the names of our related bodies corporate without our prior written consent. You must not use any of the other company, product and services marks on the Site that are owned by other third parties (including our suppliers) without obtaining the relevant third party owner's consent.

22 Changes to these terms and conditions

We may change these terms and conditions at any time, and such modifications will be effective as soon as they are posted. By continuing to use the Site after these terms and conditions have been modified, you agree to be bound by the changes to these terms and conditions. If you have an order that has been accepted by us, the terms and conditions that will apply to the order, are the terms and conditions that applied at the time you placed your order.

23 General

23.1 The Site may contain links to external websites that are not operated by us or our related bodies corporate. These links are provided for your convenience only and you agree that:

- (a) we make no representations or warranties, or have any responsibility or liability for those websites; and
- (b) these links do not indicate, expressly or impliedly, that we endorse the site or the products or services that are provided at those sites.

You agree that you access and use the products and services made available at those sites solely at your own risk.

23.2 The information on the Site is provided for informational purposes only and is not a substitute for professional medical advice or diagnosis which You should always seek before you make any decision regarding Your health. If you have or suspect a medical problem, it is your responsibility to contact a qualified medical professional before taking any action or refraining from any particular action. Information and statements on this Site are not intended to diagnose, treat or cure any disease or health matters but are intended for information purposes only. You agree to access information at Your own risk and We are not liable to You for the content of the information or any reliance by You on that information.

23.3 If the whole or any part of a provision of this agreement is void, unenforceable or illegal in a jurisdiction it is severed for that jurisdiction. The remainder of this agreement has full force and effect and the validity or enforceability of that provision in any other jurisdiction is not affected. This clause has no effect if the severance alters the basic nature of this agreement or is contrary to public policy.

23.4 This agreement is governed by the laws of Victoria, Australia. Each party submits to the non-exclusive jurisdiction of the courts of that place.

25 Definitions

Capitalised terms used are defined in these terms and conditions. In these terms:

Contact Hours means Customer Service operating hours, Monday to Friday 8.00 am to 5.00 pm, Australian Eastern Standard Time.

Delivery Address means the address specified by you during the customer registration process for the delivery of Products that we will supply to you under these terms and conditions.

GST has the meaning it has in the A New Tax System (Goods and Services Tax) Act 1999 (Cth).

LoginID means the email address that you provided to us as part of the registration process to use the Site.

Product means each good or service that is advertised on the Site.