

## 1 TERMS AND CONDITIONS

*Litoria Consulting Pty Ltd ATF Litoria Trust*

*ABN: 75 100 511 689*

*Email: [info@litoria.com.au](mailto:info@litoria.com.au)*

*Please read these terms and conditions agreement of sale carefully. By submitting an Order Form – Tree Protection Zone Signs, you agree to be bound by these terms and conditions.*

### 1.1 IMPORTANT INFORMATION

This sale agreement is a legal contract between the customer (referred to as "customer", "the customer", "you", "your") and Litoria Consulting Pty Ltd (referred to as "Litoria Consulting", "we", "our"). The terms and conditions of this sale agreement are subject to change without notice being given to the customer. The terms and conditions of the sale agreement at the time of purchase of goods by the customer will govern the purchase in question. This sale agreement constitutes the entire agreement between the customer and Litoria Consulting for the sale or purchase of goods and services on this website, Litoria Consulting (<http://litoria.com.au>).

### 1.2 TITLE OF GOODS

Title of goods will only pass from Litoria Consulting to the customer after an order has been paid for in full by the customer and it has been dispatched by Litoria Consulting. Loss or damage associated with shipping of goods to the customer by Litoria Consulting will be the responsibility of Litoria Consulting. Loss or damage associated with shipping of goods by the customer to Litoria Consulting will be the responsibility of the customer.

### 1.3 PLACING AN ORDER

We do accept orders from outside of Australia. All orders are subject to acceptance from Litoria Consulting, and Litoria Consulting reserves the right to cancel orders at any time. If your order has been cancelled by Litoria Consulting and payment has been made then we will notify you immediately and refund the payment total. Prices of goods may be changed on received orders, and the customer will be notified of this change by Litoria Consulting. Litoria Consulting will notify you as soon as possible to changes in prices or order cancellation.

The customer can place an order by downloading the order form from Litoria Consulting's website (<http://litoria.com.au>), completing the order for in full and submitting the order form to the email or postal address on the order form. Orders will only be dispatched when the corresponding invoice is paid for in full by the customer. If the customer chooses to cancel an order after the goods have been dispatched then the customer will be responsible for the shipment costs of the goods back to Litoria Consulting. For more information on cancelled orders please see our Returns Policy found in this sale agreement.

### 1.4 STOCK LEVELS

Litoria Consulting acknowledges that stock levels on specific products can vary at any given time. This can be due to factors out of our control including but not limited to processing times on orders and multiple orders on the same day. This can mean that an order may not be fulfilled completely due to prior orders removing that

item from stock, as they may not have been dispatched by Litoria Consulting. In the event that a product on your order cannot be shipped you are entitled to a refund or replacement of the same value on that product. Alternatively we can place that product on back order and your goods will be dispatched as soon as that product returns to stock. In either scenario we will ensure that you are contacted within 2 business days to notify you of any delays to you receiving the goods.

## 1.5 PAYMENT

All transactions and subsequent payments are processed in AUD (Australian Dollars). Payments can be made via Direct Bank Deposit or Electronic Funds transfer into the nominated bank account on the order form and invoice.

## 1.6 SHIPMENT

All orders are shipped by Litoria Consulting using regular post through the Australia Post network. Litoria Consulting will always attempt to ship orders as soon as receipt of payment is confirmed to ensure a short delivery time to our customers. To protect our customers we only ship to addresses that can be verified by our standards. The cost of regular postage and handling is included in the total amount due on the order form and invoice. If the customer requires express postage and handling then Litoria Consulting will include a nominal amount for this additional service on the invoice.

Customers are responsible for return shipping charges in the event of cancelled orders or returns where we determine that the goods are not damaged and are in perfect order. Please see our Returns Policy for more information on this matter. The customer is responsible for ensuring that a person will be available to sign for goods if required. And any costs involved in the re-shipment of goods in the case of non-compliance will be passed on in full to the customer. Litoria Consulting does not guarantee that the delivery times stipulated on the Australia post website are always adhered to.

## 1.7 SECURITY POLICY

Your order and invoice details are stored on our email, network storage and HDD backup systems. We use secure Windows and Linux password controls to ensure that your information is stored safely and securely.

## 1.8 RETURNS POLICY

We understand that returns are going to happen. This can be for many reasons, such as the customer changing their mind prior to / or on the arrival of the goods, or the goods arriving incorrectly or damaged. Please note that the examples are only a guideline to give you an idea of what to expect in certain situations.

### 1.8.1 REFUNDS ON UNDAMAGED/UNOPENED GOODS.

Before any refund is organised it is important that you contact us to determine your refund options. Please do not return goods without having spoken to someone from Litoria Consulting. We will accept and initiate a refund on undamaged/unopened goods if the following conditions are met:

- We determine the goods are not damaged in any way upon arriving back at our place of business
- We determine the goods remain in their original packaging they were sent in
- Litoria Consulting is notified via email or phone within 10 days of the arrival of the goods to the customer

When the above conditions are met the refund amount will be the total purchase price of the goods. The refund **amount does not include** the cost the customer may incur sending the item back to Litoria Consulting. All items must be returned via registered post with the appropriate insurance.

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### 1.8.2 REFUNDS ON DAMAGED GOODS

Before any refund is organised it is important that you contact us to determine your refund options. Please do not return goods without having spoken to someone from Litoria Consulting. We will accept and initiate a refund on damaged goods when the following conditions are met:

- We determine after receiving the goods back that they arrived to the customer damaged
- We determine after receiving the goods back that the damage has occurred through no fault of the customers
- We determine after receiving the goods back that the customer has not used any of the products in question
- The customer has contacted us within 24 Hours of receiving the goods to notify us of the damaged goods

When the above conditions are met the refund amount will be the total purchase price of the goods. The refund **amount does include** the cost the customer may incur sending the item back to Litoria Consulting. All items must be returned via registered post with the appropriate insurance.

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### 1.8.3 REFUNDS ON INCORRECT OR INCOMPLETE ORDERS

Before any refund is organised it is important that you contact us to determine your refund options. Please do not return goods without having spoken to someone from Litoria Consulting. We will accept and initiate a refund on incorrect or incomplete order when the following conditions are met:

- We determine that the wrong goods were sent to the customer
- We determine the goods are not damaged in any way upon arriving back at our place of business
- We determine the goods remain in their original packaging they were sent in
- Litoria Consulting is notified via email or phone within 24 Hours of the arrival of the goods to the customer that their order is incomplete or incorrect.

If the customer is dissatisfied with the service because of an incorrect or incomplete order and asks for a refund, as long as the above conditions are met the refund amount will be the total purchase price of the goods. The refund **amount does include** the cost the customer may incur sending the item back to Litoria Consulting. All items must be returned via registered post with the appropriate insurance.

If the customer has received an incorrect item and the above conditions are met Litoria Consulting will cover all costs involved in having the item returned and resending the new item to the customer. If the customers has received their goods but items are missing and the above conditions are met, then Litoria Consulting will cover all costs involved in shipping the remaining items to the customer.

#### Important information

In all situations regarding a return or refund, the customer must present a proof of purchase before any action will be taken. Failure to produce a proof of purchase may result in Litoria Consulting declining your refund or return.

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### 1.8.4 REFUNDS ON FAULTY GOODS



Before any refund is organised it is important that you contact us to determine your refund options. Please do not return goods without having spoken to someone from Litoria Consulting. We will accept and initiate a refund on faulty goods when the following conditions are met:

- We determine after receiving the goods back that they are faulty
- We determine after receiving the goods back that the fault has occurred through no fault of the customers
- The customer has contacted us within 10 business days of receiving the goods to notify us of the faulty goods

When the above conditions are met the refund amount will be the total purchase price of the goods. The refund **amount does include** the cost the customer may incur sending the item back to Litoria Consulting. All items must be returned via registered post with the appropriate insurance.

## 1.9 PRIVACY POLICY

Please be aware that Litoria Consulting places a high importance in ensuring our customers personal information is kept safe and secure. For this reason we have a detailed privacy policy that explains the who, what, when, why and how of our data collection process. We want our customers to be totally aware of the ways in which we collect and use information. By ordering or purchasing products on Litoria Consulting's website it is acknowledged that you ("the customer") has read and understood this privacy policy. If you have any further questions about this policy then please do not hesitate to contact us. Please also note that over time this Privacy Policy may change, and Litoria Consulting reserves the right to make changes without the prior written consent of the customer.

### 1.9.1 WHAT INFORMATION DO WE COLLECT

Litoria Consulting collects and stores personal information when you complete and submit an order via email or post. This information is used to carry out day to day business activities such as delivering orders, notifying customers and ensuring that we get the right orders to the right people in the shortest possible time.

Mandatory data we collect includes:

- Contact Names (First and Last) information
- Business Names and ABN information
- Address information
- Email contact information
- Order information

### 1.9.2 HOW WE COLLECT INFORMATION

We use a variety of methods to collect personal information, and all of these methods require your consent. These methods are:

- Order forms
- Emails
- Phone Calls
- Post

### 1.9.3 WHY WE COLLECT INFORMATION



The reason we collect and store this information is to deliver the best possible service to our customers. We use your personal details to ensure that we can deliver your orders as quickly as possible. We also use this information to track the who, what, when and why aspects of orders.

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#### 1.9.4 WHERE IS YOUR INFORMATION STORED

Your information is stored in our email, network storage and HDD backup systems. We use secure Windows and Linux password controls to ensure that your information is stored safely and securely.

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#### 1.9.5 WHO CAN SEE YOUR INFORMATION

Litoria Consulting understands that you want to keep your personal information secure. That's why we don't share any of our customer information with third parties. Your personal information will only be seen by Litoria Consulting employees when it is required for orders, invoices and shipping as well as in-house product and customer research.

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#### 1.9.6 YOUR INFORMATION AND THE LAW

The only time a customer's personal information may be used outside of Litoria Consulting is if we are required to hand over specific data to law enforcement agencies. This will only be done when required by law.

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#### 1.9.7 YOUR EMAIL INFORMATION

We do store customer email information and use it in a variety of non-intrusive ways to keep in contact with our customers. Some of the ways we use email include:

- Sending newsletters out to customers
- Correspondence with customers, and;
- Order confirmation

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### 1.10 DISCLAIMER

Information displayed on Litoria Consulting's website, order form and invoice is believed to accurate at the time of publication. It is acknowledged that errors in information may be displayed with reference to stock levels, product information and human error and we reserve the right to make changes to this information as we see fit, and without prior notice given to the customer. In addition, customers should be aware that whilst images are as accurate as we can provide, they are primarily for illustrative purposes only, and the product you receive may not be identical to the image found on Litoria Consulting's website.