

## Edith Cowan University Conditions of Sale

This website (referred to in these Edith Cowan University **Conditions of Sale** as the **Website**) is owned and operated by Edith Cowan University, who is referred to in these Conditions of Sale as “we”, “us”, “our” and similar grammatical forms.

This Website is available to you to access, conditional upon your acceptance without alternation of the Conditions of Sale set out below. By continuing to access the Website you are agreeing to these Conditions of Sale.

### 1 General

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- (a) These Conditions of Sale govern your use and access of the Website [ECU | ur gut journey to better health : Nutrition and Dietetics : School research areas : Our research : Medical and Health Sciences : Schools](#) to purchase the ur gut product sold by ECU.
- (b) Access is conditional on your acceptance without alteration of the Conditions of Sale.

### 2 Terms of sale

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- (a) Ur gut (the Product), is a dietary fibre powder with a unique formula of fibres to support gut health, and sold on these Conditions of Sale.
- (b) You acknowledge that the Product and Website are presented on an as-is basis and that you are responsible for accessing whether the Product is appropriate for you.

### 3 Placement and Acceptance of orders

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- (a) By placing an order through this website, you make an offer to us to purchase the Product that you have selected subject to these Conditions of Sale.
- (b) Subject to availability, we will accept your offer and endeavour to supply your selected Product to you.
- (c) We may decline any order received from you by written notice to you within 5 working days of receipt of your order, if the Product is not available at that time.
- (d) We reserve the right to decline your order for any reason that is reasonably necessary for us to be able to supply the Product including but not limited to if the Product is not available at the time of the order, if there is an error on the Website or if we reasonably believe you have breached these Conditions of Sale.

### 4 Prices

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- (a) Unless otherwise stated all prices for the Product displayed are inclusive of Goods and Services Tax (**GST**) and exclude third party rates including the cost of shipping and insurance.
- (b) We reserve the right to change the prices of the Product at any time before you place an order.

## **5 Payments**

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All orders must be paid in full, which consists of the purchase price of the Product, the delivery fee, and any other service or third-party fee which we communicate to you before completing the order, before we process and supply the order.

## **6 Delivery**

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- (a) Delivery is only available to certain locations in Australia and subject to Australian shipping [rates](#) and [Australia Post terms and conditions](#).
- (b) All orders are fulfilled through Australia Post as per Australia Post's terms and conditions noted above in 6(a).
- (c) The delivery times made known to you are estimates only and we are not liable for late delivery or non-delivery.
- (d) We will not be liable for any loss, damage or delay occasioned to you arising from late or non-delivery of the Product.
- (e) Risk and title in each order passes to you upon delivery of that order to you or collection of that order by your agent or courier as the case may be.

## **7 Loss or damage in transit**

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- (a) We are not responsible to you or any person claiming through you for any loss or damage to the Product in transit caused by any event of any kind or by any person (whether or not we are responsible for the actions of that person).
- (b) We endeavour to provide you with such assistance as may be reasonably necessary to institute claims against a carrier for damages products in transit so long as you:
  - (i) have notified us and the carrier in writing immediately after loss or damage is discovered by you on receipt of the products; and
  - (ii) serves a claim for compensation on the carrier within 14 days of the date of receipt of the Product.

## **8 Returns and Refunds**

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- (a) Where you have purchased a Product from us and the Product is faulty, we will refund the purchase price, replace or repair the product. We reserve the right to refuse to arrange a refund, repair or replacement if the Product is not faulty or the Product fault has arisen because the Product was misused by you or another third party or because the Product was damaged in transit.
- (b) If we agree to accept return of the Product from you under clause 8(a), you must return the Product to our place of business and as directed by us.

## 9 Limitation of liability

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- (a) To the extent permitted by law, and not including scenarios covered by clauses 8 and 9(b), we exclude all liability to you or other person for any damages whatsoever, including but without limitation to any direct, indirect, special, consequential, punitive or incidental damages, or damages for loss of profits, or other intangibles, damage to goodwill or reputation, or the cost of procurement of substitute products, arising out of or related to the use, inability to use, performance or failures of the Product, Website, or the Linked Sites, irrespective of whether such damages were foreseeable or arise in contract, tort, equity, restitution, by statute, at common law or otherwise.
- (b) Nothing in this clause 9(a) excludes, restricts or modifies or has the effect of excluding, restricting or modifying any condition, warranty, guarantee, right or remedy implied by law (including the consumer guarantee provisions in the Australian Consumer Law) and which cannot be excluded, restricted or modified.

## 10 Use of personal information

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We and any people we authorised by us may gather and process the personal information which you may provide when accessing the website such as your name, address, e-mail address and other personal information about you. More detailed information about the way we use and disclose your personal information is set out in our [privacy policy](#).

## 11 Linked Sites

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This Website and Work may contain links to other websites (**Linked Sites**), which are not operated by us. We have no control over the Linked Sites and accepts no responsibility for them or for any loss or damage that may arise from your use of the Linked Sites. Your use of the Linked Sites will be subject to the terms of use and service contained within each such Linked Sites, if any.

## 12 Amendments to the Conditions of Sale

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We reserve the right to amend these Conditions of Sale from time to time at our discretion (**Amendments**). Amendments will be effective immediately. Where practicable we will endeavour to notify you of the Amendments to the Conditions of Sale. Your continued use of the Website following any such Amendment will represent an agreement by you to be bound by the Amendments to the Conditions of Sale. We suggest you check the Conditions of Sale regularly to ensure you are aware of the most up to date terms.

## 13 Relevant jurisdiction

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These Conditions of Sale will be governed by and construed in accordance with the law of Western Australia. The parties submit to the non-exclusive jurisdiction of the courts and tribunals of the governing law jurisdiction.