

**TERMS AND CONDITIONS OF USE FOR DERBY HEAT BANKS** – PO Box 901 Blackwood SA 5051 –  
ABN: 79-231-570-761

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By using this website, you signify your acceptance of these terms and conditions of use. For the purposes of these terms and conditions, "Us", "Our" and "We" refers to derbyheatbanks.com.au and "You" and "Your" refers to you, the client, visitor, website user or person using our website.

#### AMENDMENT OF TERMS

We reserve the right to change, modify, add or remove portions of these terms at any time. Please check these terms regularly prior to using our website to ensure you are aware of any changes. We will endeavour to highlight any significant or substantive changes to you where possible. If you choose to use our website then we will regard that use as conclusive evidence of your agreement and acceptance that these terms govern your and derbyheatbanks.com.au's rights and obligations to each other.

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For the purposes of Schedule 2 of the Australian Consumer Law, in particular Sections 51 to 53, 64 and 64A of Part 3-2, Division 1, Subdivision A of the Competition and Consumer Act 2010 (Cth), derbyheatbanks.com.au's liability for any breach of a term of this agreement is limited to: the supplying of the goods or services to you again; the replacement of the goods; or the payment of the cost of having the goods or services supplied to you again.

You must be over 18 years of age to use this website and to purchase any goods or services.

#### DELIVERY OF PHYSICAL GOODS

derbyheatbanks.com.au uses Australia Post and/or other reputable courier companies to deliver physical goods.

Deliveries are processed promptly upon receipt of full payment. Delivery may take between 2 and 14 days, depending on the delivery company chosen. derbyheatbanks.com.au is not responsible for goods that are either damaged in transit or not received. Damaged or lost orders should be resolved with Australia Post or the courier company directly. Replacement of damaged or lost items is made at the discretion of derbyheatbanks.com.au.

#### RETURNS AND REFUNDS

derbyheatbanks.com.au handles returns and processes refunds in accordance with the Australian Consumer Protection legislation.

Should you wish to return your order, please notify us within 14 days of purchase with a valid reason for return. If we are unable to resolve your complaint or further assist you, we will process a refund upon timely receipt of the goods purchased. Unopened goods will be refunded in full. Refunds will be processed promptly and payment made by the same method that you made payment. Refund payments may take up to 7 business days to be received. Refunds are made at the discretion of derbyheatbanks.com.au.

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## THIRD PARTIES

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#### EXCLUSION OF UNENFORCEABLE TERMS

Where any clause or term above would by any applicable statute be illegal, void, or unenforceable in any State or Territory then such a clause shall not apply in that State or Territory and shall be deemed never to have been included in these terms and conditions in that State or Territory. Such a clause if legal and enforceable in any other State or Territory shall continue to be fully enforceable and part of this agreement in those other States and Territories. The deemed exclusion of any term pursuant to this paragraph shall not affect or modify the full enforceability and construction of the other clauses of these terms and conditions.

#### JURISDICTION

This agreement and this website are subject to the laws of SA and Australia. If there is a dispute between you and derbyheatbanks.com.au that results in litigation then you must submit to the jurisdiction of the courts of SA.