

# WC Penfold Stationery Store

## TERMS AND CONDITIONS

### INTRODUCTION

**By visiting, viewing or ordering from our website you agree to acknowledge and be bound by the Terms and Conditions outlined in this agreement.**

This Agreement outlines the trading Terms and Conditions bound to all WC Penfold Stationery Store transactions incorporating but not limited to online, fax, phone and email ordering. Furthermore, this agreement outlines specific terms of use applicable to all aspects of our website.

The words **we, us, our** mean WC Penfold Stationery Store of 99, York Street, Sydney NSW. The words **you** and **your** refer to registered users, customers, resellers, associates, suppliers or general public visitors to our Web Site.

We may amend this Agreement at any time in our discretion by posting the amended terms on our Site. Any amendments to this document will be posted in the online News facility and welcome page. Except as stated below, all amended terms shall automatically be effective immediately after they are posted in the online News facility. This Agreement may not be otherwise amended except through a written request from you (signed) and agreed by us (signed). This agreement is effective on 1.1.2003.

### 1. GOVERNING LAW

a. The Terms and Conditions of this agreement are governed by the applicable statutory rules and regulations enforced by the Federal Government of Australia and the applicable State Government of the user purchasing the goods

### 2. INTENDED USE

a. All material including but not limited to text, images, multimedia, advertisements and downloadable content is published by us and made available to worldwide audiences. If you access this website outside of Australia, you do so at your our risk and you must comply with the rules and regulations enforced by your respective jurisdiction

b. You agree differing terms and conditions exist between local (Australian) and international customers.

c. The general public of all ages may view all publicly available material and only copy it for personal use. You may only use material for commercial purposes when you have prior written consent from WC Penfold Stationery Store.

d. Registered users may be but not limited to general public, employees or representatives of companies, associations, governments or any other corporate entity.

### **3. DISCLAIMER & LIMITATION OF LIABILITY**

a. All material on our website is provided to you "as is" and "as available".

We do not warrant or guarantee the accuracy, adequacy or completeness of this material, and expressly disclaim liability for mistakes, misleading or absent information.

b. To the maximum extent permissible by law and unless otherwise specified, we do not warrant, guarantee or make any representations and warranties of any kind, whether express, implied or statutory.

c. Whilst we promise to actively combat malicious activities, we do not warrant, guarantee or make any representations our website will be safe from such behaviour including but not limited to viruses, hackers or denial of service attacks. Furthermore, we do not warrant, guarantee or make any representations that our website will be fully accessible at all times and disclaim any loss or damages as a result of it being unavailable.

d. To the maximum extent permitted by law, we disclaim liability for any damages, including, without limitation, direct or indirect, special, incidental, compensatory, exemplary or consequential damages, losses or expenses, including without limitation lost or misdirected orders, lost profits, lost registrations, lost goodwill, or lost or stolen programs or other data, however caused and under any theory of liability arising out of or in connection with (1) use of this site, or the inability to use this site by any party; or (2) any failure or performance, error, omission, interruption, defect, delay in operation or transmission; or (3) line or system failure or the introduction of a computer virus, or other technical sabotage, even if we or our employees or representatives are advised of the possibility or likelihood of such damages, losses or expenses.

### **4. METHODS OF ORDERING**

#### **a. INTERNET**

Ordering over the Internet enables customers to access real time pricing and information of our entire product range, It also allows you to view order history, create regularly ordered product templates and many other features to save time and effort.

i. All online orders are treated as an express intention to purchase the nominated goods (Purchase Order) for the agreed online prices.

ii. You accept that other than Freight on Board (FOB) all other freight charges will not be included with your online purchase order. See Terms and Conditions of Delivery below.

iii. We reserve the right to alter the agreed price if an incorrect price was caused by a software fault, error or malicious attack.

#### **b. BY PHONE**

Our customer service operators are ready to take orders and enquiries from:

8:30-4:30 Australian Eastern Standard Time.

Monday to Friday

**Telephone:**

**In NSW: (02) 8297 1888**

**Fax:**

In NSW: (02) 8297 1866

**Email:**

[sales@wcpenfold.com.au](mailto:sales@wcpenfold.com.au)

**Address:**

WC Penfold Stationery Store  
99 York Street  
Sydney NSW 2000

**All fax, phone or email orders are treated as an express intention to purchase the nominated goods (Purchase Order) for a previously quoted price.**

**5. PRICING**

a. Unless otherwise specified, all prices on our website are quoted in Australian Dollars (AUD)

**6. ORDER PROCESS**

a. Unless previously quoted, you accept that any extra freight charges will be added to your order.

b. Once payment has been accepted, your order will be processed within 24 hours and dispatched under normal circumstances.

c. Customers will be notified via email or phone if delays in shipping occur.

**7. METHODS OF PAYMENT**

a. For ordering online we accept the following methods of payment:

- Secure credit card transactions with Dialect using Secure Socket Layer+ technology for VISA, and Master Card.

**A payment is considered complete when the funds have been cleared.**

b. For offline payments we accept the following methods of payment:

- Over the phone credit card VISA, Master Card, and American Express

- Direct Deposit

- Telegraphic Transfer

**A payment is considered complete when the funds have been cleared.**

**8. DELIVERY**

a. **Documentation:** An itemised Tax Invoice containing a description of goods purchased and freight charged accompanies all orders.

c. **Final Delivery:** All orders will only be delivered to a residential or business address and required a signature upon receipt.

## **9. RETURNS**

a. Damaged or faulty goods may be returned to us freight free.

**Please contact us for a Return Authority Number and Shipping Details prior to dispatch.**

## **CONTACT US**

Please feel free to contact us if you require further information or a clarification of any statements above.

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