

TERMS & CONDITIONS

1. Terms and conditions

1.1 These terms and conditions as amended from time to time ('Conditions').

1.2 Any order placed with ELIB Pty Ltd ABN 80 642 500 150 ('we', 'our', 'us' or 'ELIB') constitutes your ('you', 'yourself' or 'your') agreement to be bound by these Conditions. Any additional or different terms you state in any communication with us (including any order) are hereby objected to and will not bind us unless we agree in writing.

2. Variation

2.1 ELIB reserves the right to amend these Conditions at any time. Any amendments will be effective when we publish the amended Conditions on our Website.

2.2 Your continued use of our Website and your purchase of any products constitutes an agreement by you to be bound by these Conditions (as amended).

2.3 Each time you place an order with us and on each day during the term of the agreement, you acknowledge either receiving or having the opportunity to review a copy of the Conditions. Please ensure that you check this Website regularly to familiarise yourself with any amendments.

3. Acceptance of orders

3.1 Your placement of an order with us constitutes an offer by you to purchase products from us on these Conditions. We may accept or reject orders we receive. If we accept the order, a binding contract between you and us will arise on these Conditions ('Contract'). The Contract may be amended only by written agreement between us and you.

3.2 Accepted orders cannot be cancelled without our consent which may be refused or given with conditions.

3.3 The supply of products is subject to availability. If we are unable to supply all of your order, the Contract continues to apply to any part of the order supplied.

3.4 We reserve the right to suspend or discontinue the supply of products to you.

4. Price

4.1 All current prices for the products can be viewed on our Website.

4.2 The price you pay for the products purchased via the Website will be the price shown on our Website at the time you place an order.

4.3 The price you pay for products purchased via email or phone orders will be the price shown on our Website at the time you place an order.

4.4 Unless otherwise agreed by us in writing, prices for the products will be subject to alteration by us without notice from time to time and quoted exclusive of products and services tax (GST), and all taxes and delivery costs.

5. Promotions

5.1 On our Website, we may offer promotional pricing options. We reserve the right to change or cancel promotions at any time.

5.2 Only one promotional code can be used per transaction.

5.3 Promotional codes may not be eligible on some products which have already been discounted.

6. GST

6.1 All products are sold subject to GST unless the products are classified as GST exempt.

7. Payment terms – Customers buying through business accounts with ELIB

7.1 Unless otherwise agreed by us in writing, the terms of payment for the products are strictly 14 days from the date of the invoice without deduction or set-off. Time is of the essence. Any payment made by you may be applied by us in any manner we see fit.

7.2 You may pay for the products by bank transfer, Debit, Visa, Mastercard and American Express. A surcharge of 1.5% will apply to all American Express card payments (including GST and freight).

7.3 Invoices will be issued and payable by the due date in respect of every delivery notwithstanding that the balance of the order has not been nor will be delivered for any reason

8. Payment terms - Customers buying directly on Website

8.1 For customers buying directly from the Website, you may pay for the products by Visa, Debit, Mastercard

8.2 All payments must be made in Australian dollars only.

8.3 If we are unable to successfully process payment for your order, then we may reject or cancel your order.

9. Back orders

9.1 Some products may temporarily be out of stock in which case all back orders of cumulative value equal to or greater than \$500.00 will automatically be shipped by us to you once the products are available, free of any additional freight costs.

10. Design Changes

10.1 ELIB reserves the right to vary the specifications or performance criteria of any item and to obtain items from different sources at our absolute discretion. We may do this without prior notice, provided that we have reasonable grounds for believing that the alternative item offered is substantially similar to that previously offered or represents an improvement.

11. Delivery

11.1 The delivery fee charged for each order will depend on the type of products order, including the size and weight of the products. ELIB reserves the right to charge for delivery of the products at any time, notwithstanding that it may not have previously done so.

11.2 You acknowledge that any person accepting delivery of your delivery order at the delivery address is authorised by you to receive your order. If no one accepts delivery of your order at the delivery address, we may arrange for delivery at a different time and charge you an additional delivery fee or the delivery may be left at your premises with your approval.

11.3 Risk in the products passes to you on delivery.

11.4 All quoted delivery or consignment dates are estimates only. We are not obliged to meet such dates and will not be liable to you by reason of delays caused by any reason whatsoever.

12. Return of faulty products or claims for under delivery

12.1 Our products come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the products repaired or replaced if the products fail to be of acceptable quality and the failure does not amount to a major failure.

12.2 Our products come with a 12-month warranty and we can arrange for maintenance of the products should you require however this may incur additional costs. Please note this does not include any wear and tear. If you notify our Customer Service Team using the contact details set out below of a fault or defect in the products within 12 months of delivery, then we will accept return of the products and at our discretion replace or repair the products or provide a refund or a credit note for the equivalent amount paid by you.

12.3 Claims relating to a deficiency in the quantity of the products or damage on delivery should be notified to our Customer Services Team within 15 days of delivery, we will replace, refund or issue a credit note. For deficiency claims where we hold a proof of delivery, we may require you to supply a statutory declaration.

12.4 No returned products will be accepted by us (even if we agree for you to return products to us at our cost) if they have been tampered with or misused by you or any other person; if they are products expressly sold on a non-return basis; or if you have not previously notified the Customer Service Team; or if you do not return the products to us within 15 days of our request for you to return the products (unless we advise you that you are not required to return the products to us); or if you have damaged the products; or if the fault, damage or defect is the result of fair wear and tear. A photographic image may be required to support your warranty claim. Where any of the conditions for making a claim have not been met, the products shall be returned to you at your expense.

12.5 For heavy or bulky items which cannot be returned to us, you must permit us to inspect the products upon request within 15 days of you notifying our Customer Service Team of a fault, damage, defect or non-compliance in the products. If you do not permit us to inspect the products, you are deemed to have accepted the products and are deemed to agree that the products are not faulty, damaged, defective or non-compliant.

13. Return of products for change of mind returns

13.1 If you wish to return the products due to a change of mind, we will provide a refund or a credit note (at our discretion) for the equivalent amount you paid, provided that you notify our Customer Service Team within 15 days of delivery of the products and that you return the products in the same condition as they were delivered.

13.2 Returns for change of mind will be at your cost. Alternatively, we can arrange to pick up the returned item from you. This service incurs a mandatory Return Freight and Handling Charge of 20% of the invoiced value.

14. Limitation

All guarantees, conditions and warranties of any type in relation to the products are excluded to the maximum extent permitted by the law. In respect of products which are not ordinarily acquired for personal, domestic or household use or consumption, our liability for a breach of any guarantee, condition or warranty implied by law is limited at our option to the repair of products, or supply of a replacement, or payment of the cost of replacing the products or of acquiring equivalent products or payment of the cost of having the products repaired, or re-supplying any services, or payment of the cost of re-supplying the services.

15. Cancellation of orders

15.1 If you cancel an order of the products, you will be liable for any loss we incur, including but not limited to any loss of profits and any delivery costs if the products have already been dispatched.

15.2 If you cancel an order of the products and the products have been dispatched, you must return the products intact, undamaged, and unopened within 15 days of delivery. We will assess the products before returning them to stock. Once the products are assessed as being suitable to return to stock, you will receive a credit note to the value of the products less the costs of testing and recharging of the products, delivery and freight.

16. Title

Title to the products passes upon payment of all amounts owed in respect of all products purchased by you.

17. Use of Products

17.1 Each item of products is intended for use only for the purpose described and not for any other purpose. We make no representation as to the fitness of the products for any other purpose, except for a purpose which you have notified to us in writing, prior to the date of any Contract, and confirmed in writing by us to be applicable.

17.2 Products designed for use by children or vulnerable persons require appropriate supervision by a responsible adult or support person. Whilst ELIB may provide age recommendations or usage guidelines, the purchaser is responsible for determining whether a product is appropriate for the intended users and environment. Where products are used in schools, early learning centres, childcare facilities, disability services or other supervised environments, the organisation is responsible for ensuring products are used safely and appropriately. Products intended for indoor use are not covered for deterioration resulting from prolonged outdoor exposure unless specifically advertised as suitable for outdoor environments.

17.3 Inspection and Maintenance Customers are responsible for regularly inspecting all ELIB products for signs of wear, damage, loose components or any condition that may affect the safe use of the product. Any product found to be damaged, unsafe or otherwise unsuitable for continued use must be removed from service immediately until it has been repaired or replaced.

17.4 Adult Supervision Unless expressly stated otherwise, ELIB products intended for use by children must be used under appropriate adult supervision at all times. The supervising adult is responsible for ensuring that the product is used in accordance with its intended purpose, age recommendations and any instructions or warnings provided by ELIB.

17.5 Installation and Assembly Where ELIB products require installation, wall mounting or assembly, the customer is responsible for ensuring that installation is carried out safely, securely and in accordance with any instructions provided by ELIB. ELIB accepts no responsibility for loss, damage or injury arising from incorrect installation, assembly or modification of its products.

17.6 Ongoing Safety Responsibilities Schools, early learning centres, childcare providers, disability support providers, community organisations, hospitality venues and other commercial or public users are responsible for implementing appropriate ongoing safety inspections, maintenance and risk management procedures for products used within their facilities. This includes ensuring products remain suitable for their intended users and are maintained in a safe condition throughout their service life.

17.7 Product Modifications Customers must not modify, alter, repair or adapt any ELIB product in a manner that may compromise its structural integrity, safety or intended use without ELIB's prior written approval. Any unauthorised modification may void applicable warranties and limit ELIB's liability to the extent permitted by law.

17.8 Intended Use ELIB products are designed and manufactured for their intended educational, sensory, recreational or commercial purposes. Products must not be used in any manner that is inconsistent with their intended use or any instructions supplied by ELIB. Misuse, abuse, negligence or failure to appropriately supervise users may result in damage or injury for which ELIB accepts no liability to the maximum extent permitted by law.

18. Termination

18.1 We may terminate the Contract by written notice to you if you fail to perform any of your obligations under the Contract.

18.2 We may terminate the Contract if a receiver, receiver and manager, provisional liquidator or administrator appointed to you or any of your assets or steps are taken to appoint any such persons, or if you are insolvent under any applicable law.

19. Default

If the Contract is ended and you owe us money, the money is immediately payable to us and will incur interest at the Interest Rate. We are entitled to enter your premises and repossess any products in your possession or control.

20. Assignment

We may assign or otherwise deal with the benefit of any contract made pursuant to the Contract.

21. Intellectual Property

21.1 Our resources (including but not limited to Website, text, graphics, logos, icons, sound recordings and software) are owned by us and our licensors ('Resources'). Our Resources must not be copied or reproduced (in whole or in part) in any form without our express permission given in writing.

21.2 You acknowledge that all of the intellectual property rights (including copyright in the Resources or trademarks used in our catalogue or Website) will remain vested solely in ELIB or our licensors (as the case may be) and you will not obtain any right, title or interest in the Resources.

21.3 Products, Designs and Educational Resources Unless otherwise stated in writing, all intellectual property rights in ELIB products, product designs, concepts, educational resources, lesson plans, downloadable materials, activities, puzzles, graphics, photographs, illustrations and other content supplied by ELIB remain the property of ELIB or the relevant intellectual property owner or licensor. Nothing in these Conditions transfers ownership of those rights to you.

21.4 Indigenous Artwork and Licensed Content Where products incorporate artwork, cultural designs or other creative works created by Indigenous artists or other third-party contributors, copyright and all associated intellectual property rights remain the property of the respective artist or rights holder, unless otherwise agreed in writing. ELIB uses such works under licence or other lawful authority and customers acquire no ownership rights in the artwork or associated intellectual property through the purchase of a product.

21.5 Restrictions on Reproduction You must not copy, reproduce, modify, distribute, publish, digitise, scan, reverse engineer, manufacture, commercially exploit or create derivative works from any ELIB product design, puzzle concept, educational resource, downloadable activity, artwork or other intellectual property without the prior written consent of ELIB and, where applicable, the relevant copyright owner.

21.6 Permitted Use Educational resources and downloadable materials supplied by ELIB are provided solely for the internal educational or personal use of the purchaser. They must not be reproduced for commercial purposes, resold, shared publicly, uploaded to third-party websites or learning platforms (except for the purchasing organisation's secure internal systems), or otherwise distributed without ELIB's prior written permission.

21.7 Reservation of Rights All rights not expressly granted under these Conditions are reserved by ELIB and, where applicable, the relevant artist, designer or intellectual property owner.

22. Privacy policy

We may collect personal information about you and the protection of such information shall be governed by our privacy policy which can be found on our Website at www.elib.com.au/shipping-returns

23. Disclaimer

To the maximum extent permitted by law, we shall not be liable for any loss (including loss of profits or indirect, consequential, special or punitive loss) or damage suffered or incurred by you arising from your use of our Website or the Resources, or any order for products. ELIB does not accept any responsibility for injury or damage if our product is not used as intended and not liable for any incorrect use and the product should only be used for the purpose for which it is intended.

24. Entire agreement

24.1 Unless agreed otherwise in writing between ELIB and you: (a) the Conditions exclude and supersede all prior discussions, representations and arrangements and any other oral or written terms and conditions; and (b) in the event of ambiguity, conflict or confusion between any other documents which we agree will form part of the Contract, the terms of the Conditions will prevail.

24.2 This does not apply to any existing written agreement between ELIB and you in force prior to the date of the Contract.

25. Severability

If any provision of this Contract is unenforceable, illegal or void, that provision is severed, and the other provisions of this Contract remain in force.

26. Force Majeure

ELIB will not be liable for any delay or failure to perform its obligations where such delay or failure results from events beyond its reasonable control, including but not limited to natural disasters, fire, flood, pandemic, epidemic, industrial disputes, transport interruptions, supplier shortages, government action or any other unforeseen event. ELIB will use reasonable efforts to minimise the effects of any such event and resume performance as soon as reasonably practicable.

27. Notices

Any notice to be given to a party under the Contract must be in writing and must be sent by post or email to the address of that party shown in the purchase order or order acknowledgement. Notice is deemed to have been given at the time it would have been received in the normal course of post if sent by post, or if otherwise given at the time it was received.

28. Governing law

This Contract is governed by and must be interpreted in accordance with the laws of New South Wales, Australia and the parties submit to the exclusive jurisdiction of the courts of New South Wales, Australia.

29. Contact details

Our contact details are as follows:

ELIB Pty Ltd

Phone: +61 429399143

Website: www.elib.com.au

Enquiries: info@elib.com.au