

# Early Childhood Australia Inc. Terms of Trade



All goods supplied by Early Childhood Australia Inc., ABN 44 950 767 752, are sold on the following terms:

## PRICES

All prices quoted by Early Childhood Australia include GST and are subject to change without prior notice.

## DELIVERY CHARGES

Delivery costs are included in purchase prices for shipping within Australia. Charges for deliveries outside of Australia are available on request.

## DELIVERY

Deliveries will be dispatched by Early Childhood Australia to the address provided by the customer as soon as practicable after receipt of an order. Invoices will be enclosed with deliveries. Delivery dates or times indicated at the time of the order placement (if any) are approximate only and do not constitute a guarantee of delivery by such date. If an order contains a number of goods that cannot all be immediately supplied, Early Childhood Australia may amend the order, in respect of the goods that cannot be supplied immediately, and no claim will arise due to the shortfall. Goods that cannot be supplied immediately will be placed on back order and supplied as soon as possible.

## PAYMENT

Payment is required up-front for individuals and first-time purchasers. If goods are supplied on invoice, payment must be made to Early Childhood Australia within 30 days of the date of the invoice if within Australia. International orders require an up-front payment. The customer is responsible for any taxes, duties or levies charged.

## CREDIT/RETURNS/CLAIMS

Goods are supplied by Early Childhood Australia on a sale basis only, not on approval. Returns will not be accepted for a change of mind by the customer.

In the event of incorrect deliveries, damaged goods (including faulty printing and/or binding), the customer must notify Early Childhood Australia as soon as possible after receipt of the goods. Returns will be accepted and refunds given for damaged goods or incorrect deliveries. Damaged goods must be claimed on receipt of goods or within 14 days of date of invoice.

Early Childhood Australia is not responsible for return shipping charges save for receipt of damaged or faulty goods or shipping errors made by Early Childhood Australia. Please note we are unable to refund the initial postage and handling fee (15% of item cost) except in the case where the item is damaged, faulty or has been delivered incorrectly.

Returned items will only be accepted if received by Early Childhood Australia in full saleable condition, with no marks or damage. Returns within Australia must be made within 14 days of date of invoice and must be accompanied by a completed **Goods Returned Form** which can be obtained by contacting Early Childhood Australia (see contact details below). Customers wishing to return international orders should contact Early Childhood Australia within 7 days of receipt of goods. Returned goods may also incur an additional 10% administrative fee.

Claims for failure of receipt of ordered goods, excluding subscriptions, must be made within 6 months of the date ordered. Claims made for failure of receipt of goods ordered as a subscription must be made within 6 months of the date of publication of the book. A maximum of 2 claims by any one customer within a 12 month period will be accepted. Claims will not be processed without a completed **Claims Form**.

## **RETENTION OF TITLE**

Despite delivery of goods, the title of the goods will remain with Early Childhood Australia until the customer has paid in full all amounts owing, in accordance with any invoice issued by Early Childhood Australia in relation to such goods, including all GST and other taxes, duties or levies.

## **OTHER MATTERS**

The Terms of Trade set out the sole obligations and liability of Early Childhood Australia to customers in relation to orders, except where the law prevents Early Childhood Australia from excluding or limiting its liability. Where such liability cannot be excluded due to the application of the Trade Practices Act, the liability of Early Childhood Australia will be limited as determined by Early Childhood Australia:

- Goods:
- i. The replacement of the goods or supply of equivalent goods.
  - ii. Payment of the cost of replacing goods or of acquiring equivalent goods.

Early Childhood Australia will use its reasonable endeavours to perform its obligations under these terms of trade but will not be liable for any failure to deliver ordered goods where such a failure is as a result of an act of terrorism, an act of God, strike, lockout or other interference with work, war (declared or undeclared), blockade, disturbance, lightning, fire, earthquake, storm, flood, explosion, governmental or quasi-governmental restraint, expropriation, prohibition, intervention, direction or embargo, unavailability or delay in obtaining governmental or quasi-governmental approvals, consents, permits, licences, authorities or allocations, and any other cause, whether of the kind specifically enumerated above or otherwise which is not reasonably within the control of Early Childhood Australia.

No variation of these Terms of Trade is binding on Early Childhood Australia unless approved in writing by Early Childhood Australia. If Early Childhood Australia fails to enforce a term of these terms and conditions, this will not affect the rights of Early Childhood Australia, except to the extent that Early Childhood Australia expressly waives such a term in writing.

Notwithstanding anything contained in these Terms of Trade to the contrary, Early Childhood Australia's maximum liability under any order will not exceed the aggregate of the purchase monies received by Early Childhood Australia for that order.

These Terms of Trade are governed by the laws of the Australian Capital Territory, Australia.

The online catalogue is located at [www.earlychildhoodaustralia.org.au/shop](http://www.earlychildhoodaustralia.org.au/shop)

For complete details of our book titles or for any queries, contact sales on 1800 356 900 (international callers +61 2 6242 1800) or [sales@earlychildhood.org.au](mailto:sales@earlychildhood.org.au)

Early Childhood Australia  
PO Box 7105  
Watson ACT 2602  
T: +61 2 62421800  
F: +61 2 62421818  
E: [eca@earlychildhood.org.au](mailto:eca@earlychildhood.org.au)  
Web: [www.earlychildhoodaustralia.org.au](http://www.earlychildhoodaustralia.org.au)