

JFE Terms and Conditions

APPLICATION OF TERMS

Application | These terms govern your use of this site, and the supply of any products purchased by you via the site or in store at the premises. By visiting the site, accessing the site, ordering a product, or purchasing a product at the premises, you agree to be legally bound by these terms.

USE OF THE SITE – ONLINE ORDERS

Use of the site | Use of the site is at your own risk. Use of this site is strictly limited to persons over the age of 18 years who possess a valid credit or debit card in their own name.

Availability | JFE does not guarantee or warrant the availability of the site at any time, that the site will be error-free, uninterrupted, free from viruses or contamination, or that the transmission of data over the internet will be secure at all times. JFE may suspend access to the site or the placement of orders via the site at any time in its discretion, including but not limited to undertaking routine and unscheduled maintenance and updates to the site at any time, or where we believe it is reasonably necessary to do so. To the maximum extent permitted by law, JFE is not liable for any error or omission in the information on the site, or for any matters disclaimed from warranty or guarantee above.

Unauthorised use | You must only use the site for your own personal and/or domestic use. You must not use, duplicate, download, publish, modify or otherwise distribute the material on the site for any commercial or other purposes. You must not commit or encourage a criminal offence, interfere with the site or the servers hosting the site, transmit or distribute a virus (or similar), use or attempt to use any information on this site for data mining, extraction of information, or security purposes.

Submission of information to site | You are solely responsible for ensuring all information submitted to the site (including chosen products, sizes, quantities) is accurate and correct. All information submitted to JFE by the site is submitted at your own risk.

ORDERS

School Codes | To place an online order for products, you must visit the site and enter the unique code applicable to the school for which the products are to be purchased.

Product List | Product lists are determined as between JFE and the school. Sizing guides are indicative only and customers are encouraged to attend JFE's premises to undertake a fitting as and if required. Products are sold as is, and JFE does not offer an alterations service.

Pricing | Pricing is determined as between JFE and the school. JFE reserves the right to amend the pricing of products on the sites accordingly, from time to time. All amounts stated on the site are in Australian Dollars (\$AU) inclusive of GST unless otherwise stated.

Made-to-order Products | In limited circumstances and where a student requires a garment which does not conform to Australian Standard sizes, JFE may liaise with the customer to produce a made to measure garment. The availability of this service is subject to JFE's discretion. A surcharge will apply to all made-to-order products, being an additional cost charged to JFE by its suppliers to produce the custom order. JFE will disclose the anticipated surcharge as soon as practicable during the custom order process, and the customer acknowledges and agrees that the precise amount may not be known until completion of the order. The customer undertakes to JFE that it will pay the surcharge in full either prior to production or upon completion of the order, as required by JFE. JFE will be under no obligation to ship or hand over made-to-order products until such time as payment has cleared in full.

Orders | By placing an online order for products you agree to purchase those products on and subject to these terms and in accordance with the product description/s pertaining to the items selected. You must pay for the order in full at the time of ordering. JFE will not be responsible for errors made by you in placing an order. No contract of sale will arise as between you and JFE, and JFE will be under no obligation to ship products ordered, until such time as payment for products ordered has cleared in full.

Payments | When you place an order on the site, you authorise JFE to deduct payments from the credit card you provide. You must be the authorised holder of the credit card or be authorised to use the credit card in order to have payment details authorised and processed. JFE may refuse to process an order if we have reason to believe an order may not comply with the above criteria, or in the event of suspected fraudulent activity. If a payment is declined, JFE may cancel or suspend your order pending successful payment.

Delivery & Collection | Delivery and collection arrangements offered to customers are in the school and JFE's discretion and may include any (or any combination) of the following: collection from the school, collection from JFE, and home delivery.

School collection | Where collection is from the school, JFE will deliver all online orders to the customer's school according to a delivery timetable agreed with the school. It is the customer's responsibility to collect orders from the school. Cut-off times may apply in order for collection to be available by the customer's desired time. Where cut-off times apply, these will be displayed on the site upon entry of the school code, and are liable to change in JFE's discretion.

JEF collection | Where collection is from the JFE premises, it is the customer's responsibility to collect orders from JFE's premises.

Home delivery | Where home delivery is offered, delivery fees will apply and are payable by the customer upon placement of the order.

Title & Risk | Title to products ordered or purchased and the risk of loss or damage to the products passes to you upon purchase at JFE premises, upon collection from the school, or upon successful delivery (whichever is applicable).

Delays | Timeframes for delivery are estimates only and should not be relied upon for precise date of arrival. Stock availability, public and observed holidays, and unforeseen events (such as strike, natural disasters or transport complications) may all affect delivery times. JFE is not liable to the customer for any delays for any such factors. If products are required by a

specified date, customers are advised to attend JFE's premises in person to purchase products to guarantee timely availability.

Defects & Repairs | Where a product ordered has a minor defect or fault, JFE will first offer to repair the product at no cost to you. JFE will not be obliged to offer a replacement product until repairs have been attempted. JFE will only offer to replace or refund a product where the item has demonstrated a major fault that cannot be repaired within the meaning of the ACL. To request a repair or replacement you may bring the affected product to JFE's premises. Alternatively, you may contact us by email at sales@jfe.net.au including a description of the defect, photographs of the defect, and proof of purchase (order number). We will assess the item upon receipt and will cover reasonable shipping costs to transmit repaired products, or replacement products if the original item supplied demonstrates a major fault.

Returns & Exchanges | JFE offers returns and exchanges on unworn and unused items which remain in a saleable condition with the original tags still attached. Customers wishing to refund or exchange an item must present the item to JFE's premises within 14 days of purchase in store, alternatively within 14 days of completed delivery to the school. Certain items listed as final sale or excluded for hygiene reasons will be exempt from return or exchange (other than where a defect applies) as may be noted on the product list or at checkout. JFE reserves the right to refuse any returns or exchanges that do not comply with the above conditions. This policy is in addition to your consumer guarantees under the ACL.

DEFINITIONS

In these terms, the following terms have the following meanings:

ACL means the provisions contained in schedule 2 of the Competition and Consumer Act 2010 as amended from time to time;

APPs means the Australian Privacy Principles contained in Schedule 1 of the Privacy Amendment (Enhancing Privacy Protection) Act 2012 which amended the Privacy Act 1988 (Cth);

collect means collect, use, share and or store and "collection" and "collected" have corresponding meanings;

customer or **you/your** means any person who uses or visits the site;

JFE or **we** means Jennifer Franklin t/as Jenny Franklin Enterprises ABN 1408 085 1528;

product means any garment, uniform, merchandise, or other item or product made available for purchase via the Site;

personal information means information that can be associated with a specific person and can be used to identify that person;

premises means JFE's warehouse located at 85, Guthrie St, Osborne Park WA;

school means the school for which the customer orders Products;

site means the online ordering portal located at the domain www.jfe.net.au/orders;

terms means these terms and conditions.