

### **Terms of trading**

By ordering goods with us via this site, by phone, email, in person or through an agent you understand that you are entering into an enforceable contract with **entity** ABN: 94476717593 trading as **Play Sportswear**

All transactions conducted with **Play Sportswear** will be subject to the following terms and conditions:-

### **Price**

- a. All prices quoted include GST (unless otherwise stated).
- b. All prices shown are Australian Dollars (unless otherwise stated)
- c. Any quotations we supply you lapse after 30 days (unless otherwise stated).
- d. We reserve the right to change our prices at any time prior to orders being placed.
- e. Additional freight expenses from our offices will be charged on all orders (unless otherwise stated).

### **Orders and Delivery**

- a. Orders may be placed online at [www.playsportswear.com.au](http://www.playsportswear.com.au), via our email [info@playsportswear.com.au](mailto:info@playsportswear.com.au) or direct with Play Sportswear personnel and their agents.
- b. If ordering goods on behalf of a club or other incorporated body you warrant that you are authorised to place orders on behalf of that entity and will accept responsibility for payment for any product ordered.
- c. It is your responsibility to ensure that any artwork supplied by you is correct and any custom designs that we generate on your behalf are approved for use.
- d. It is your responsibility to ensure that any colours selected for team wear are correct.
- e. It is your responsibility to provide contact details with any order and to ensure that we are kept updated with any changes to these details whilst the order is being processed.
- f. We reserve the right to reject any order and will notify you of our acceptance of your order within 72 hours of the order being placed.
- g. We expect to deliver all custom made orders within six weeks from the placement of a firm order once artwork is confirmed and payment has been accepted unless otherwise stated. We will use all reasonable endeavours to notify you of any expected delays in the supply of your order and will offer you the chance at that time to cancel any order. You may not cancel if we receive your notice after the goods have been produced but where cancellation of the contract is allowed, you can have no further claim against us under that contract.
- h. If you accept delivery of the goods after the estimated delivery time, it will be on the basis that you have no claim against us for delay (including indirect or consequential loss)
- i. We may deliver the goods in instalments. Each instalment is treated as a separate contract.
- j. It is your responsibility to provide a delivery address that enables delivery to be made by our authorised carrier, within normal Monday to Friday business hours and accepted by a person authorised to sign and accept delivery on your behalf.
- k. We may decline to deliver if we believe that it would be unsafe, unlawful or unreasonably difficult to do so or the premises (or the access to them) are unsuitable for our vehicle.

- l. Government Tax agencies may impose import duty and tax on imports into their country, and whilst we endeavor to minimize any impact from this, the customer is liable for any taxes incurred. Please contact your local customs office for details of possible import tax implications.
- m. Should it not be possible to make delivery to your premises on that occasion we reserve the right to levy an additional charge reflecting our costs.
- n. You must inspect the goods on delivery. If any goods are damaged or not delivered, you must write to tell us within 48 hours of delivery or the expected delivery time. You must give us (and any carrier) a fair chance to inspect the damaged goods.

## **Returns / Product Care and Sizes / Cancellations**

### **Return of goods.**

- a. We will only accept returns of goods that are found to be defective on delivery. You should communicate with us to arrange for inspection or return of these goods.
- b. Play Sportswear will not accept returns of any merchandise that has been custom modified according to your specifications unless the product is deemed defective on delivery.
- c. We will not accept responsibility for incorrectly ordered sizes and can provide you with size charts prior to final ordering where required.

### **Product Care and Sizes**

- a. All garments we supply are produced to the highest exacting standards.
- b. Always read the garment care label and follow the recommended washing instructions.
- c. All fabric is liable to discolour by staining or perspiration particularly lighter shades. We will not accept any liability for garments, which discolour in this manner.
- d. Fabric printed by a sublimation process can re-print if subjected to high temperatures. Furthermore, heated pressing or ironing should not be applied to printed logos, motifs or badges.
- e. We will not accept any liability for garments damaged through incorrect care.
- f. Please note that sizes quoted are an approximate size guide only.

### **Cancellation**

- a. You may not cancel the order unless we agree in writing.
- b. If the order is cancelled (for any reason) you are then to pay us for all stock (finished or unfinished) that we may then hold (or to which we are committed) for the order.
- c. We may suspend or cancel the order, by written notice if you fail to pay us any money when due (under the order or otherwise); or you become insolvent or you fail to honour your obligations under these terms.

## **Privacy**

- a. We respect the privacy of all persons who visit our site.
- b. We will not sell or trade your email address or personal information to any other company. If you purchase products we may contact you from time to time with product or marketing offers.

- c. If your contact details change please notify us at [info@playsportswear.com.au](mailto:info@playsportswear.com.au)

### **Payment Terms**

- a. For Custom Made team wear before an order goes to production, a 100% payment of the invoice is required with confirmation and sign off on Artwork and digital sample.

### **Payment Options**

- a. Direct Deposit: If paying by Direct Deposit, receipts for payment notification [remittance advice] must be submitted to Play Sportswear immediately after payment via email. Orders will not be processed until this has been received.
- b. *Orders will not be dispatched until funds are cleared.*
- c. *NOTE: Any delays in payments may slow production and the dispatch of your order*

### **Warranties**

- a. We warrant that the goods comply with their description on our order confirmation form; and are free from material defect at the time of delivery,
- b. We give no other warranty (and exclude any warranty, term or condition that would otherwise be implied) as to the quality of the goods or their fitness for any purpose.
- c. If you believe that we have delivered goods that are defective in materials or workmanship, you must, inform us (in writing), with full details, as soon as possible; and allow us to investigate (we may need access to your premises and product samples).
- d. If the goods are found to be defective in material or workmanship (following our investigations), we will (at our option) repair the goods, replace the goods or refund the price.
- e. We are not liable for any other loss or damage arising from the contract or the supply of goods or their use, even if we are negligent.
- f. For all other liabilities not referred to elsewhere in these terms our liability is limited in damages to the price of the goods.

### **Force Majeure**

If we are unable to perform our obligations to you (or able to perform them only at unreasonable cost) because of circumstances beyond our control, we may cancel or suspend any of our obligations to you, without liability. Examples of these circumstances include act of God, accident, explosion, war, terrorism, fire, flood, transport delays, strikes and other industrial disputes and difficulty in obtaining supplies.

### **General**

- a. Australian law is applicable to any contract made under these terms.
- b. If any of these terms are unenforceable as drafted it will not affect the enforceability of any other of these terms and if it would be enforceable if amended, it will be treated as so amended.
- c. All brochures, catalogues and other promotional materials are to be treated as illustrative only. Their contents form no part of any contract between us and you should not rely on them in entering into any contract with us.

- d. The only statements upon which you may rely in making the contract with us, are those made in writing by someone who is our authorised representative and either contained in our estimate (or any covering letter) and not withdrawn before the contract is made or which expressly state that you may rely on them when entering into the contract.
- e. Nothing in these terms affects or limits our liability for fraudulent misrepresentation.

### **Terms of use**

By using Play Sportswear, its website and agents you agree to be legally bound by these terms, which shall take effect immediately on your first interaction with the site, email or representatives directly. If you do not agree to be legally bound by all the following terms please do not access and/or use Play Sportswear, its website or access its representatives. Play Sportswear may change these terms at any time by posting changes online. Please review these terms regularly to ensure you are aware of any changes made by Play Sportswear. Your continued use of Play Sportswear after changes are posted means you agree to be legally bound by these terms as updated and/or amended.

### **Use of [www.playsportswear.com.au](http://www.playsportswear.com.au)**

- a. You may not copy, reproduce, republish, download, post, broadcast, transmit, make available to the public, or otherwise use playsportswear.com.au content in any way except for your own personal, non-commercial use.

### **Disclaimers and Limitation of Liability**

- 1. Playsportswear.com.au content, including the information, names, images, pictures, logos and icons regarding or relating to Play Sportswear its products and services (or to third party products and services), is provided "AS IS" and on an "IS AVAILABLE" basis without any representations or any kind of warranty made (whether express or implied by law) to the extent permitted by law, including the implied warranties of satisfactory quality, fitness for a particular purpose, non-infringement, compatibility, security and accuracy.
- 2. Under no circumstances will Play Sportswear be liable for any of the following losses or damage (whether such losses where foreseen, foreseeable, known or otherwise):
  - a. loss of data;
  - b. loss of revenue or anticipated profits;
  - c. loss of business;
  - d. loss of opportunity;
  - e. loss of goodwill or injury to reputation;
  - f. losses suffered by third parties; or
  - g. Any indirect, consequential, special or exemplary damages arising from the use of playsportswear.com.au regardless of the form of action.

### **General**

- a. If there is any conflict between these terms and specific terms appearing elsewhere on playsportswear.com.au then the latter shall prevail.
- b. If any of these terms are determined to be illegal, invalid or otherwise unenforceable by reason of the laws of any state or country in which these terms are intended to be

effective, then to the extent and within the jurisdiction in which that term is illegal, invalid or unenforceable, it shall be severed and deleted from these terms and the remaining terms shall survive, remain in full force and effect and continue to be binding and enforceable.

- c. These terms shall be governed by and interpreted in accordance with the laws of the Commonwealth of Australia in the state of Queensland