



# ASDC Sale Terms

Updated 24 February 2024

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## 1. General terms and conditions of purchases via the ASDC Website

### 1.1 What is the ASDC Website

- 1.1.1 These Sale Terms apply to any supply of goods or services by Australian Society of Dermal Clinicians Inc. ABN 20 239 508 647 (**ASDC**, **'we'**, **'us'** or **'our'**) to you, the customer, when you purchase our Goods and Services via our website [www.dermalclinicians.com.au](http://www.dermalclinicians.com.au) (**Website**).
- 1.1.2 Please read these Sale Terms carefully before placing your Order.
- 1.1.3 By placing an order with ASDC for any of our Goods or Services, you agree to be bound by these Sale Terms.

### 1.2 What are the ASDC Goods and Services

- 1.2.1 ASDC is the leading professional body for Dermal Clinicians in Australia. ASDC's mission is to:
  - (a) provide education to both our members and the public on endorsed educational programs and opportunities for professional development;
  - (b) advocate for our members and publicly support and recommend causes and policies to uphold professional reputation;
  - (c) provide support and guidance to our members on their professional development, study pathways and industry recognition;
  - (d) raise industry awareness of Dermal Clinicians practising as allied health professionals in multi-disciplinary fields;
  - (e) provide a platform for employers to source qualified and experienced staff and to share exciting opportunities for members that are seeking new employment; and
  - (f) educate and govern safe practices in the workplace for the employee and public safety.
- 1.2.2 To achieve our mission, the goods and services that we provide via this Website are (**Goods and Services**):
  - (a) student, professional and industry membership subscriptions;
  - (b) educational materials, books and other publications;
  - (c) registrations for industry conferences and networking events;
  - (d) promotional material for professional use;
  - (e) access to our social networking platforms, blogs, chat areas, comments sections or discussion boards (collectively, **Forums**); and
  - (f) listings for volunteer, training and employment opportunities.



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## **2. Orders for Goods and Services**

### **2.1 Placing your Order**

2.1.1 You must create a customer account in order for you to place an Order via our Website.

2.1.2 In making an Order, you warrant:

- (a) you are at least 18 years of age and are not otherwise prohibited from entering into a purchase contract with us;
- (b) that you will keep secret account details, and that you release and indemnify us in relation to any liability arising out of the unauthorised use of your account details; and
- (c) all information provided by you in the Order is true and accurate.

### **2.2 Acceptance and confirmation of your Order**

2.2.1 Your Order for any of our Goods or Services is deemed to be an offer by you to buy the Goods and /or the Services referred to in that Order. We will not be liable to you and are not obligated to supply any of those Goods and /or the Services until the Order is accepted by us.

2.2.2 All Orders submitted on the Website are accepted at the discretion of ASDC. We will accept your Order when we issue you with written confirmation regarding your Order.

2.2.3 ASDC may in its discretion reject or cancel an Order at any time (even if accepted) for any reason including but not limited to:

- (a) any payment made by you being cancelled, dishonoured or reversed;
- (b) if the Goods/Services the subject of your Order are not available; or
- (c) a manifest error on the Website in respect of pricing of the Goods/Services in question.

2.2.4 In the event of cancellation (except in the circumstances set out in (a)) ASDC will refund the purchase price you paid.

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## **3. Delivery of Orders**

### **3.1 Delivery in Australia only**

3.1.1 Our delivery service in respect of Goods ordered is restricted to Australia only, however there are certain restrictions on deliveries to particular areas of Australia. If you nominate a delivery address that is not within the boundaries of its nominated delivery area, we will not be obliged to deliver the Goods ordered to you and may refund you any payment made in respect of such Order.

3.1.2 All Goods will be delivered to you at the Delivery Address during normal trading hours.

3.1.3 ASDC will take reasonable precaution to ensure that all Goods supplied accord with the Order, are in good condition and are protected against damage in transit. The risk of loss or damage to the Goods is accepted by ASDC up to the point of being delivered to the delivery



address specified in your Order, where such risk of loss or damage then passes to you. Title to the Goods passes to you upon being delivered to the delivery address.

- 3.1.4 We will use all reasonable endeavours to ensure that couriers and delivery companies shall deliver Goods to you in a timely manner. You acknowledge that all delivery times quoted (whether on the Order or in correspondence from us) are a guide only and actual delivery times may vary. From time to time there may be delays in delivery and we may take longer to deliver due to stock shortages or other unexpected reasons. We will notify you as soon as possible if we are unable to dispatch your Order.
- 3.1.5 ASDC accepts no responsibility for delivery of Goods pursuant to an Order placed due to unlawful use of your credit card or your account details and you undertake to keep such details safe.

### 3.2 Electronic delivery

In circumstances where we have accepted your Order for Goods or Services that can be delivered via email (such as event registrations or electronic publications) then we may deliver your order via the email account nominated in your Order.

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## 4. Price and Payment

- 4.1 All pricing on the Website is in Australian Dollars (AUD) and is exclusive of GST.
- 4.2 Prices payable for any product on the Website are subject to variation without notice from time to time. The price payable for any product on the Website shall be the price on the Website applicable on the date the Order is placed. You also agree to pay the delivery fee specified in the Order which will be calculated during the checkout process and added to the Order before you place your Order on the Website.
- 4.3 You must pay for the Goods and /or the Services at the time of submitting your Order as payment must be received in full before the Order will be processed. ASDC accepts valid Visa, Mastercard as well as payment via Paypal on the Website. ASDC does not accept cash, cheque, bankcard, American Express or other payment methods for the payment of the Goods and /or Services made via the Website. If Paypal is used for payment then Paypal should be contacted about any payment queries and you should refer to Paypal's terms and conditions. It is your responsibility to maintain security of your Paypal account.

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## 5. Returns and Refunds

- 5.1 Once placed via the Website an Order cannot be changed or cancelled due to your change of mind.
- 5.2 Nothing in these Sale Terms is intended to exclude, restrict or modify any rights that you may have under the *Competition and Consumer Act 2010* (Cth) or any applicable legislation which may not be excluded, restricted or modified by agreement (**Statutory Rights**).
- 5.3 If any consumer guarantees under the *Competition and Consumer Act 2010* (Cth) (**Consumer Guarantee**) apply to any Goods or Services provided by ASDC under these Sale Terms, then, subject above, ASDC's liability for a breach of such Consumer Guarantee, including any economic or consequential loss which you may sustain may be limited, at the discretion of ASDC, to:
  - 5.3.1 in the case of services, the supply of the services again, or the payment of having the services resupplied; and
  - 5.3.2 in the case of goods, the replacement or repair of the goods, the supply of equivalent goods, or the payment of the costs of replacing or repairing the goods or acquiring equivalent goods.



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## 6. Limitation of liability

Without limiting any other provisions of these Sale Terms and subject always to your Statutory Rights:

- 6.1.1 ASDC excludes all other implied terms and warranties from these Sale Terms;
- 6.1.2 We do not accept any liability under these Sale Terms for loss or damage suffered due to matters caused by or arising from any event or circumstances beyond our control. including without limitation any delay in delivery, fire, floods, unusually severe weather, pandemic, epidemic (and related lock-downs, business closures, restrictions on movement of persons or goods, whether government-mandated or voluntarily, or any form of technological failure or the actions of third parties;
- 6.1.3 We will not in any way be liable to you for any kind of loss or damage incurred as a result of your use of the Website including without limitation any viruses or other malicious software that may affect you while using the Website or for any faults, failures or interruptions or the accuracy, timeliness, completeness, security or reliability of any communications made using the Website; or
- 6.1.4 ASDC will not be liable to you for special, indirect losses or consequential losses (or other losses you may suffer which do not arise in the ordinary course of things) arising from or in connection with this agreement whether in contract, tort or otherwise (including loss of revenue, profit, other economic losses or loss or corruption of data).

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## 7. Personal Information

The collection, use and disclosure of all personal information (in connection with accounts created on the Website and Orders placed) is conducted in accordance with our Privacy Policy.

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## 8. General

- 8.1 These Sale Terms and your Order contains the entire agreement between ASDC and you in relation to your Order. You acknowledge that, in submitting an Order have not relied on any representation or provision except as set out in these Sale Terms.
- 8.2 We may from time to time alter these Sale Terms as it reasonably determines necessary. Such alteration will not affect any Order that we have entered into with you prior to the alteration.
- 8.3 These Sale Terms are governed by the laws of Victoria, Australia.

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## 9. Our contact details

Please contact us if you have any queries about our Sale Terms or any queries or concerns about your Order. Our contact details are set out below.

**Mail:** Melissa Lauricella - General Secretary

**Email:** [secretary@dermalclinicians.com.au](mailto:secretary@dermalclinicians.com.au)