

# Purchase and refund policy

## Terms and conditions

### 1. Definitions

In these Terms and Conditions:

'services' includes seminars, courses and events.

'Society', 'we' or 'us' means the Law Society of New South Wales.

### 2. General

2.1 These Terms and Conditions apply to any purchase of goods or services from the Society.

2.2 These Terms and Conditions may be amended periodically and you will be deemed to have accepted any amendments if you use the website after those amendments have been posted.

### 3. Contract and price

3.1 All prices are in Australian Dollars and inclusive of GST, unless otherwise indicated.

3.2 Discounted prices are only available to Members of the Society.

3.3 Description of goods, services and prices may be subject to change or correction at any time without notice. Although we seek to ensure information is correct, we make no representation or warranty as to information being accurate or complete. If we discover an error, we will try to notify you as soon as possible and allow you to cancel your order and obtain a refund if desired.

3.4 By submitting an order you warrant that:

- you are capable of entering into a legally binding contract with the Society,
- you are authorised and able to make payment via the method you have chosen,
- the information you have provided is correct, and
- your purchase is not made for the purpose of commercial resale.

3.5 A contract for purchase is only formed once we have accepted an order by issuing a receipt number.

### 4. Payment method

Payment can be made with valid credit cards (Amex, Visa, Mastercard) or cheque. In the case of a cheque payment for an online order you must also provide us with a copy of the order confirmation. Payment is due within 14 days of order.

### 5. Delivery

5.1 Delivery of goods will usually take place 5 to 10 working days after acceptance of an order. However sometimes goods or services can be temporarily or permanently unavailable. The Society is not liable for any loss arising from delays in delivery or failure to deliver (although you may request a refund if you do not receive goods properly ordered: see section 6 below).

5.2 We do not ship goods to addresses outside Australia.

### 6. Refund/cancellation policy

6.1 Should you receive incorrect, damaged or faulty goods, please contact the Society Shop within 7 days of receipt and we will arrange, as appropriate and depending on availability, a goods exchange, credit or refund. We may require return to us of the goods with proof of purchase before actioning an exchange, credit or refund request. We will be pleased to consider exchange, credit or refund for other reasons, but the decision whether to grant this will be at our discretion. Any refund will be made using your original payment method or another method at our discretion.

6.2 If you notify us in writing more than 7 days before a seminar, course or event that you are unable to attend, you may choose to have a refund issued (minus a 15% cancellation fee for a seminar or course) or nominate a replacement delegate to attend in your stead.

6.3 If you notify us in writing 7 days or less before a seminar, course or event that you are unable to attend, you may nominate a replacement delegate to attend in your stead. No refund will be issued.

6.4 Podcasts or recordings are non-refundable once downloaded.

6.5 To claim a refund, exchange, credit or for further information please send an email to [lawsociety@lawsociety.com.au](mailto:lawsociety@lawsociety.com.au).

6.6 The Society intends to run live programs as advertised but reserves the right to change the programs without notice and to cancel if there are insufficient registrations.

## **7. Warranties and liabilities**

7.1 The Society excludes any condition or warranty, unless it is expressly set out in these Terms and Conditions or is by law incapable of exclusion, restriction or modification.

7.2 The Society will under no circumstances be liable for any indirect, incidental or consequential loss or damage arising in relation to any transaction entered into, or any goods or services purchased, through this website.

## **8. Photography**

By attending a seminar, course or event, you acknowledge that your photo might be taken and you consent to the taking and use (including in any publication or production) of any such photo by us in whole or in part, and in conjunction with any words or drawings, in electronic or print form.

## **9. Privacy**

The Society respects your privacy and the confidentiality and security of personal information provided by you to us. How we handle your personal information is explained in our Privacy Policy at [www.lawsociety.com.au/privacy](http://www.lawsociety.com.au/privacy).

## **10. Law**

These Terms and Conditions are governed by the laws of New South Wales. The parties irrevocably submit to the exclusive jurisdiction of the courts of New South Wales.