

Terms and Conditions



Policy Number	QPL-214	Version	2
Drafted by	Tracey Sharman	Approved by board on	May 2016
Responsible Person	Tracey Sharman	Scheduled review date	31 March 2021

1 About mhf.life

- 1.1 Welcome to mhf.life (our Website). Our Website is operated by the Michael Hughes Foundation Limited (ABN 65 609 790 829) (the Foundation, we, us, our). The Michael Hughes Foundation is a registered charity with the Australian Charities and Not for Profit Commission and is a certified Social Enterprise with Social Traders. The principle long-term objectives of the Michael Hughes Foundation are to enhance community resilience and response to cardiac arrest and to turn bystanders into first responders in all medical emergencies. The Foundation seeks to achieve these long-term objectives by contributing to the progressive achievement of:
- Heightened community awareness of cardiac arrest
 - Increased deployment of public access defibrillators throughout the community (including mapping and maintenance)
 - Increased community knowledge of basic first aid and CPR
 - Development of HeartSafe community frameworks which incorporates the Cardiac Chain of Survival
 - Development and growth of our Advocacy and Government Relations initiatives
- 1.2 Our Website provides you with an opportunity to make tax deductible donations and browse and purchase products and services including Defibrillator packages and accessories, First Aid kits, and Accredited First Aid training courses. With each purchase of a Defibrillator, a complimentary information session (training) is included (Information Session). You must be at least 18 years of age to purchase a Defibrillator
- 1.3 Please read these terms and conditions (these Terms) carefully. In consideration of the Foundation agreeing to supply Products and/or Services to you, you agree and accept that these Terms apply to all sales of Products and Services by the Foundation to you. You agree to accept these Terms by placing an order with the Foundation. You can place an order via our Contact page at www.mhf.life
- 1.4 You further acknowledge that these Terms constitute the entire agreement of the parties as to the supply of Products and Services by the Foundation and may not be varied without our prior written agreement.
- 1.5 The Foundation reserves the right to review and change any of these Terms by updating this page at its sole discretion. Any changes to these Terms take immediate effect from the date of their publication. Before you continue, we recommend you keep a copy of these Terms for your records.

2 Price

- 2.1 The price for goods and/or services shall be the Foundation's current listed price on our Website or current quoted price (at the date on which the order is accepted and supplied by the Foundation). The Foundation is entitled to adjust any price stated on the current price list to take account of variations in the cost of the Foundation. The Purchase Price is in Australian Dollars and includes GST for relevant items.
- 2.2 The Purchase Price reflects the price for one (1) Defibrillator only. Should you wish to purchase two (2) or more Defibrillators in one order, please contact us via our contact page at www.mhf.life for a formal quotation with pricing to reflect a bulk order purchase.

3 Payment

3.1 Payment shall be by:

- (a) Tax invoice, via electronic funds transfer into our nominated bank account
- (b) bank or personal cheque; or
- (c) Online via our store using our payment platform Safe 2 Pay Pty

In using Safe 2 Pay, you warrant that you have familiarised yourself with, and agree to be bound by, the applicable Terms and Conditions of Use, Privacy Policy and other relevant legal documentation provided by [Safe 2 Pay Pty Limited](#).

3.2 Funds must be received by the Foundation before an order can be placed.

3.3 Following payment of the Purchase Price being received by the Foundation, you will be issued with an order receipt to confirm that the payment has been received. You will receive a tax invoice from the Foundation separately.

4 Delivery (Physical Items)

4.1 Upon receipt of payment, the Foundation will place an order from the nominated manufacturer. Delivery of the products will be completed within 5-7 working days of the order.

4.2 A packaging/delivery fee may be applicable. Large or major consignments freight fee will be quoted to client prior to dispatch. The Foundation is entitled to adjust the current delivery fee to take account of variations in the cost to the Foundation.

4.3 Goods are dispatched directly from the manufacturer to you. You acknowledge that the delivery of the goods will be organised by the applicable manufacturer using third-party delivery companies

4.4 If an item is lost or damaged during delivery, the Foundation asks that you contact us via our contact page at www.mhf.life outlining in what way the goods were damaged in transit.

4.5 You acknowledge that the Foundation does not provide the delivery services to you and you agree that the Foundation will not be liable to you for any direct, special, indirect, or consequential loss or damage, loss of profit or opportunity, or damage to goodwill arising out of or in connection with the delivery.

5 Risk

5.1 The risk in goods shall pass to the customer on delivery to the customer's delivery destination. However, ownership remains with the Foundation until such a time as full payment is made.

6 Delay

6.1 The Foundation will endeavour to fill orders promptly but will not be liable in respect of any delay occurring in the supply of goods and/or services and all consequences of such delay.

7 Amendment of Order

7.1 Where the customer desires to amend the order or delivery schedule and the Foundation is prepared to accept the amendment, the price shall be amended to include any additional costs resulting from the amendment.

8 Privacy

8.1 The Foundation takes your privacy seriously and any personal information collected through your purchase of our products or services is subject to the Foundation's Privacy Policy, which is available on Our Website

8.2 In providing you products and services we may be obligated to pass certain personal information directly to the third parties.

9 Our Liability

- 9.1 Nothing in these Terms limits or excludes any guarantees, warranties, representations, or conditions implied or imposed by law, including the Australian Consumer Law (or any liability under them) which by law may not be limited or excluded.
- 9.2 Subject to any condition, warranty or right implied by the Australian Consumer Law or any other law which cannot by law be excluded by agreement:
- (a) we give no warranties, and you have no other rights, apart from those, if any, expressly set out in these Terms; and
 - (b) all implied conditions, warranties and rights are excluded.
- 9.3 Without limiting paragraph 9.2, to the extent permitted by law, we do not give any warranty of reliability, quality, fitness for purpose, merchantability or accuracy nor accept any responsibility arising in connection with any errors in, or omissions from, the information, or tools provided on or by Our Website.
- 9.4 Where any condition, warranty or right is implied by law and cannot be excluded, we limit our liability for breach of that implied condition, warranty or right:
- (a) in connection with the supply of goods, to any one or more of the following, as we may determine- the replacement of the goods or the supply of equivalent goods, the repair of the goods, the payment of the costs of replacing the goods or of acquiring equivalent goods or the payment of the costs of having the goods repaired; and
 - (b) in connection with the supply of services, to one of the following, as we may determine- the supplying of the services again or the payment of the costs of having the services supplied again
- 9.5 Subject to paragraphs 9.2 and 9.4, we are not liable to you in contract, tort (including negligence), under any statute or otherwise for, or in respect of, any:
- (a) indirect or consequential loss or damage; or
 - (b) loss of profits, sales, turnover, reputation, production, anticipated savings, goodwill, business opportunities, customers, software or data, whether of a direct, indirect or consequential nature, suffered by you or any other person and arising out of any breach or other act or omission in connection with these Terms.
- 9.6 Subject to this paragraph 9, our total and aggregate liability in contract, tort (including negligence), under statute or otherwise for, or in respect of, any direct loss or damage arising out of any breach or other act or omission in connection with these Terms will not exceed the total amount paid by you to us for the Purchase Price.

10 Manufacturer's Warranty & Australian Consumer Law

- 10.1 All products may be provided with applicable voluntary manufacturer warranties. The Foundation does not offer any voluntary warranty in relation to all products
- 10.2 In any event, the Foundation's Defibrillators come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have a Defibrillator repaired or replaced if the Defibrillator fails to be of acceptable quality and the failure does not amount to a major failure (the Consumer Guarantee).
- 10.3 To make a Consumer Guarantee claim, you must contact us via our contact page at www.mhf.life with:
- (a) proof of purchase to the Foundation showing the date of purchase of the Defibrillator; and
 - (b) reason for your Consumer Guarantee claim.
- 10.4 The Foundation will review your Consumer Guarantee claim, liaise with the applicable Defibrillator manufacturer, and will get back to you within five (5) business days.
- 10.5 Subject to this clause 10, you agree and acknowledge that an automatic external defibrillator is a medical product and if it is opened, it is not refundable.

11 Returned Goods and Claims Procedure

- 11.1 The following procedure in respect of returning goods and making claims in conjunction with any alleged breach of any express or implied term, condition or warranty of this contract is designed to facilitate prompt handling of customer claims and to enable both the Foundation and the customer to mitigate any loss which either may suffer as a result of the alleged breach.
- 11.2 The customer shall notify the Foundation in writing within 7 days of the customer intention to mitigate any loss, which either may suffer as a result of the alleged breach.
- 11.3 The customer shall notify the Foundation of the customer's intention to return any product prior to its return. Please quote invoice number. The Foundation will notify the customer of arrangements for the inspection of the product prior to its return or of arrangements for its return, such return being at the expense of the customer.
- 11.4 At the Foundation's discretion, goods incorrectly ordered by the customer must be returned in good condition within 7 days at the customer's expense prior to the issue of a credit note. Goods may be subject to a restocking fee of 25% of purchase price. No returns will be accepted after 30 days.

12 Intellectual Property

- 12.1 Use of any intellectual property must have written authority of the Foundation. Exclusions are registered names, trademarks, logos, and specifications in training or product promotional. produced and commercially distributed to the Foundation.

13 Dispute Resolution

- 13.1 Compulsory: If a dispute arises out of or relates to these Terms, either party may not commence any Tribunal or Court proceedings in relation to the dispute, unless the following paragraphs have been complied with (except where urgent interlocutory relief is sought).
- 13.2 Notice: A party to these Terms claiming a dispute (Dispute) has arisen under these Terms, must give written notice to the other party detailing the nature of the dispute, the desired outcome and the action required to settle the Dispute.
- 13.3 Resolution: On receipt of that notice (Notice) by that other party, the parties to these Terms must:
 - (a) Within 14 days of the Notice endeavour in good faith to resolve the Dispute expeditiously by negotiation or such other means upon which they may mutually agree;
 - (b) If for any reason whatsoever, 14 days after the date of the Notice, the Dispute has not been resolved, the parties must either agree upon selection of a mediator or request that an appropriate mediator be appointed by the President of the Australian Mediation Association or his or her nominee;
 - (c) The parties are equally liable for the fees and reasonable expenses of a mediator and the cost of the venue of the mediation and without limiting the foregoing undertake to pay any amounts requested by the mediator as a pre-condition to the mediation commencing. The parties must each pay their own costs associated with the mediation;
 - (d) The mediation will be held in New South Wales, Australia
- 13.4 Confidential: All communications concerning negotiations made by the parties arising out of and in connection with this dispute resolution paragraph are confidential and to the extent possible, must be treated as "without prejudice" negotiations for the purpose of applicable laws of evidence.
- 13.5 Termination of Mediation: If 2 weeks have elapsed after the start of a mediation of the Dispute and the Dispute has not been resolved, either party may ask the mediator to terminate the mediation and the mediator must do so.

14 Governing Law

- 14.1 These Terms will be governed by and construed in accordance with the laws of New South Wales, Australia. You submit to the jurisdiction of the courts of New South Wales, Australia

15 Independent Legal Advice

- 15.1 Both parties confirm and declare that the provisions of these Terms are fair and reasonable and both parties having taken the opportunity to obtain independent legal advice and declare these Terms are not against public policy on the grounds of inequality or bargaining power or general grounds of restraint of trade.

16 Severance

- 16.1 If any part of these Terms is found to be void or unenforceable by a Court of competent jurisdiction, that part shall be severed, and the rest of these Terms shall remain in force.

Authorisation

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Tracey Sharman
Board Secretary
The Michael Hughes Foundation
3 March 2021