



PAYMENTS

Method

If you purchase Ready to Fit products from this website, you agree to pay for the goods and all associated fees and charges.

All prices are in AUD dollars.

You may pay for your order using one or other of Visa, or MasterCard. TSL uses the WooCommerce eCommerce platform, a third party payment site which integrates to enable your payment to be processed via the TSL website. Visit the WooCommerce website if you require more information www.woocommerce.com/ By selecting one or other of the above payment methods you are authorising TSL to process payment as directed.

If TSL is unable to successfully process payment, your order will not be able to proceed and may be cancelled.

Security

TSL website operates via a secure server with advanced encryption technology, designed to protect your personal information.

Credit Card Fraud

TSL's payment providers employ the Secure Sockets Layer (SSL) technology, designed to protect your financial transactions. However TSL will not be responsible for any damages, consequential losses (whether direct or indirect) suffered by a customer whose credit card is fraudulently used or is used in an unauthorised manner as a result of using this website.

Personal Information

Any personally identifiable information provided by the customer through this website will be treated in accordance with our Privacy Policy. By submitting such information the customer grants TSL the right to provide only relevant information to third parties for the purposes of facilitating the completion of the purchase of goods and any other order fulfilment purpose. Verification of information may be required prior to the acknowledgment or completion of any purchase.

SHIPPING & DELIVERY

Each order despatched will incur a delivery charge of AUD \$22.00 including GST

Orders within Australia will be shipped via Australia Post Express Post service. Delivery times will vary depending upon destination throughout Australia. Where possible we shall make available a means of tracking your delivery online via www.auspost.com.au/track

Your Ready to Fit products order will typically be despatched within 3 days from receipt of your order during normal business hours from Monday to Friday. Orders will only be delivered on work days Monday to Friday and not on weekends or public holidays. Shipping, postage and handling costs will be added to the price of the goods, to be paid with your orders.

We prefer if you specify a business address for delivery as this increases the likelihood of a successful receipt of goods. In any case we cannot accept responsibility for items delivered but ultimately not received. Unless otherwise agreed by us we will deliver your products to the delivery address supplied by you with your order.

For large volume orders we reserve the right to make special shipping arrangements, such as couriers and additional charges may apply.

TSL will make every effort to deliver your products purchased from this website according to our estimated delivery times provided. The estimated delivery times are in business days Monday to Friday excluding public holidays.

Estimated delivery times may vary due to changes or circumstances beyond our control. We do not guarantee deliveries and will not be liable for any delay or inability to deliver your order within the estimated times. If your garment has not arrived after the estimated delivery time please feel free to contact us.

REFUNDS & RETURNS

TSL size guidelines are provided for all Ready to Fit products to assist you to select the correct items. Please choose carefully as products cannot be returned, exchanged or refunded due to incorrect selection of product type, size, colour or change of mind.

TSL guarantees that our products will be free from damage or defect once it leaves our premises. If an order is found to be damaged or defective please contact us via email at tsl@tslaustralia.com.au within 7 days of receipt of goods. We will gladly replace or repair any damaged or defective goods. TSL will not be responsible for damages that occur as a result of negligence, improper wear and care including improper washing and cleaning of goods.

If we pre-approve goods for return you will need to use the original packaging to repack the relevant goods and post back to TSL to the following postal address:-

TSL
PO Box 1022
Collingwood VIC 3066

We advise that you insure any package you are returning as only goods received by TSL are eligible for a possible refund. Any risk with this return delivery is totally your responsibility. Any goods returned must be wholly unused i.e. not worn, not washed and not altered in any way. Goods must be free of scents and marks. Any garment used or soiled will not be eligible for return. Upon completion of any valid return your account will be credited for the original amount paid for the goods only - postage, shipping and handling costs are non-refundable.

TERMS & CONDITIONS

Please read the following Terms and Conditions carefully before placing your order. You agree to be bound by these Terms and Conditions by accessing this website, regardless of whether you create an account or make a purchase. If you do not agree with any part of these Terms and Conditions please leave this website immediately. These Terms and Conditions may be updated periodically and you agree to be bound by the updated Terms and Conditions.

Orders

Orders are placed in accordance with the procedure indicated on our website. Any order placed is not able to be cancelled or withdrawn unless approved at our discretion. We are not obliged to accept any order.

Sizing & Measurements

It is imperative that you follow the sizing guidelines provided in the web site.

Order Selection

You have full responsibility to select:-

- the garment style
- the correct size
- the fabric colour

in accordance with the procedures indicated in this website.

At times fabrics may run out of stock. In that case we will request that you re-specify. Any colourings or other features of a fabric as depicted are approximate only. We do not accept responsibility for any differences which may be perceived to occur between products as shown on our website as against those delivered.

Quality

We always aim to deliver garments which meet the fair and reasonable satisfaction of our customers. If on occasion you may have product quality concerns, we would ask that you contact us via email within 7 days of receipt of goods.

Delivery

Garments will be delivered in line with our specified Shipping & Delivery Policy.

Refunds

We have specific requirements for refunds which are outlined in our Returns Policy.

Force Majeure

Things may from time to time occur which will impact on our ability to supply your order. To the extent those things are outside our reasonable control then we will not be liable, so long as we make reasonable efforts to overcome the problem or difficulty.

Obligations Complete

Our obligations for the supply of any particular order will be complete once we have placed the relevant goods in the hands of our nominated carrier – risk passes to you at that time.

Intellectual Property Rights

All intellectual property rights belong to us (or our licensors) and all rights therein are reserved in full. You must not at any time do or cause to be done anything contesting or in any way impairing or tending to impair, or which may result in the diminution in value, of any of those intellectual property rights.

Liability

We shall not be liable for any consequential loss or other damage howsoever arising which may be suffered by you associated with any breach by us of our obligations in respect of the supply of garments, or arising under any statutory or other implied warranties or conditions, or on account of any negligence by us, and in any such case our liability shall be limited to taking steps to provide you with a replacement or similar product; or at our election refund you an amount equal to the price you have paid for the relevant garment, on the basis that you will then seek to source an alternate supplier of a similar product.

You covenant and agree to indemnify and hold us indemnified from and against any and all losses, claims, damages, expenses, costs, suits, actions, legal fees, demands or liabilities, made against or incurred by us in any way directly or indirectly in connection with any information supplied from time to time by you or on your behalf, or you accessing the website, other than to the extent occasioned by fraud or serious misconduct on our part, or arising in connection with any breach of your obligations to us howsoever arising.

Website

We may specify directions and requirements in relation to use and access of our website, which you must respect and follow.

We do not warrant that any material or information contained in or accessible through the website will be accurate or free from any errors, omissions or viruses, nor can we guarantee continuous, uninterrupted operation of the website.

You acknowledge that we will not have any responsibility for any advice, opinion, statement, representation or other information displayed on or accessible through the website, nor as to the website's operation, including if defects arise.

Outbound links from this website are provided for your convenience. We have not reviewed these websites and therefore cannot vouch for the content on these pages. You agree to access these links entirely at your own risk.

We may assign you a password and account login to enable you to access and use certain parts of our website. Each time you login using your account and password you will be deemed to be authorised to access and use the website in a manner consistent with our terms and conditions. We have no obligation to investigate the authorisation or source of any such access or use of the website. You are solely responsible for all access to and use of the website by anyone using your account and password login details, whether or not such access to and use of the website is actually authorised by you. It is your responsibility to notify us of any unauthorised use of your password and account login or any other security breach or threat to this website.

Mailing Lists & Members

As a condition of joining our mailing list, you consent to us sending you promotional emails. In this document promotional emails includes product information, new offers and information about TSL You may choose to opt-out of receiving these emails anytime by contacting us at tsl@tslaustralia.com.au

Please note that to the extent that they are applicable, our general terms and conditions in this website and our privacy policy also apply to members of our mailing list.

General

You acknowledge that there have been no warranties or representations, of any nature, other than as to the type and visual appearance of any garment you may order, and other relevant matters contained on the website.

You must follow any directions which we may from time to time supply to you in connection with us fulfilling orders for the supply of garments.

No failure or delay on our part to exercise any power or right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise by us of any power or right hereunder preclude any other or further exercise thereof or the exercise of any other power or right.

You will be liable for any GST or similar levies, taxes or duties in respect of any taxable supplies or similar made by us, which will be payable at the same time as any price is payable.

You must indemnify us in full for any legal costs or expenses incurred by us, on a full indemnity basis, in relation to any legal proceedings either instituted by us in respect of any breach by you, or brought against us in respect of any matter which is otherwise subject to an indemnity by you under these terms.

No conditions or warranties will be implied in addition to these terms. Any statutory conditions or warranties which are capable of being read down or excluded are so read down and excluded to the maximum extent permitted by law. This will not affect any statutory provisions which are not permitted to be excluded.

You agree that these terms will not be read down or interpreted against us by virtue of the fact that we drafted them.

These terms shall be governed by and construed in accordance with the law for the time being in force in the state of Victoria, Australia. The parties hereby submit to the exclusive jurisdiction of the courts of that state and agree that they will not at any time raise or dispute the issue of forum convened regarding this jurisdiction.

Interpretation & Definitions

In these terms, unless otherwise stated the following definitions apply:-

“**products**” means one or more garments which are the subject of an order placed by you for supply by us, in accordance with the on-line ordering procedure of our website;

“**intellectual property rights**” means all intellectual property rights including any registered patents or patent rights, registered designs or design rights, copyright, registered trademarks or trademark rights, trade secrets or other rights, relating to any garments to be supplied, or any material or information appearing on the website;

“**order**” means an order placed by you for the supply of one or more garments;

“**terms**” means these Terms of Sale and includes any other provisions set out on our website which apply by reference;

“**we**” and “**us**” means (TSL) Therapist Support Laboratory Pty Ltd ACN 081 476 468 ABN 81 081 476 468 or any subsequent assignee as applicable, and “**our**” means in respect of we or us;

“**website**” means the website maintained by us at www.tsaustralia.com.au or as otherwise advised by us to you from time to time; and

“**you**” means the relevant person or entity who has contracted by placing an order with us, for the supply of one or more garments and “**your**” has the corresponding reference to you.

In these terms:-

(i) words importing the singular shall include the plural and vice versa and words importing one gender shall include the other genders;

(ii) references to specific statutes herein shall include any statutory amendments re-enactments or consolidations thereof and any successive legislation regulating the same or similar matters;

(iii) a reference to a person shall include a corporate body and vice versa;

(iv) a reference to a clause, schedule or annexure is to a clause, schedule or annexure of or to these terms, and a reference to an item is a reference to an item of a schedule of or to these terms;

(v) a reference to you or us includes that party’s executors, administrators, substitutes, successors and permitted assigns;

(vi) a reference to “dollars” or “\$” is to an amount in Australian currency; and

(vii) where an expression is defined, another part of speech or grammatical form of that expression has a corresponding meaning