

22 March 2021

Food Ed Assist Website and Resources Terms and Conditions

This website is operated by Carolyn Anne Mitra (ABN: 52 512 656 127) trading as Food Ed Assist (referred to as **we/us/our**). Please read all of the important information below. If you do not agree to these terms and conditions, please do not continue using this website.

APPLICATION

1. Definitions

In these terms and conditions:

- a. **Australian Consumer Law** means Schedule 2 of the *Competition and Consumer Act 2010* (Cth).
- b. **Customer or You/Your** means a sole trader, partnership, company, trust, institution or government body, its related entities and affiliates or assignees that orders Goods from us.
- c. **Goods** means an online textbook, learning package and/or other resources (such as posters) for VCE Food Studies as described in your order. The Goods may be available at a price or for free.
- d. **Terms** means these terms and conditions.
- e. **Website** means the website located at <https://www.foodstudiesonline.com.au/>

2. Application of these terms and conditions

- a. These Terms apply in relation to any Goods we sell you, and it overrides any inconsistent terms or conditions in any purchase orders or other documents you use (unless we specifically sign a document agreeing otherwise).
- b. You accept these Terms by placing an order with us.

3. Application of the Australian Consumer Law

- a. If you are a consumer under the Australian Consumer Law, the Australian Consumer Law applies to the extent that it is inconsistent with these Terms.
- b. If there is a minor problem with your Goods (as defined in the Australian Consumer Law) we may replace the Goods instead of offering you a refund.
- c. If there is a major problem with the Goods, a refund or a replacement may be available.
- d. If you are a student and if you drop out of school before the end of the term, then you can contact us for a refund. However, the decision of whether to refund lies solely with us.

4. Purchasing Goods

- a. You may order Goods from us by contacting Carolyn Mitra on customerservice@foodedassist.com.au. Once we receive your email, we will email you our order form to fill and email us (**order**).
- b. Any order placed is an offer by you to purchase each particular Good in accordance with these Terms, and we reserve the right to accept or reject an order you make for any reason.

- c. We may cancel your order at any time and for whatever reason. If we do so, we will notify you via email about this change and we will give you a full refund of any monies that you have paid for the unfulfilled order.
- d. Refunds will be made in the form of the original payment.
- e. Goods may not be purchased from us for re-sale.

5. Pricing Errors

- a. We reserve the right to amend any pricing errors displayed due to human error, computer malfunction or other reason.

6. Availability of Goods

- a. You acknowledge and agree that from time to time, some Goods on the Website may be unavailable and we may not be able to fulfil all or part of your order. If this occurs, we will at our complete discretion use reasonable endeavours to either source the Goods or contact you within a reasonable time to either arrange a full or partial refund or change your order to replace or exchange the Goods with a comparable Good in a similar price range (where available) as agreed with you, or come to an alternative arrangement.

7. Price and GST

- a. The quoted prices for the Goods are in Australian dollars, and where applicable, they are inclusive of Goods and Services Tax (GST).
- b. You agree to pay the stated price (and any applicable charges and taxes) in Australian Dollars for all orders.
- c. You must pay GST if it is applicable at the same time and in the same manner as the consideration for the Goods.
- d. We reserve the right to change the prices of our Goods at any time without notice. However, the price displayed at the time you place your order will continue to apply to you even if the price changes before your order is accepted by us.

8. Payment terms

- a. We accept payment by PayPal and direct deposit. We reserve the right to change our mode of payment at any time.
- b. Unless otherwise agreed, you must pay for the Goods in advance, and we will not deliver the Goods until payment has been received.
- c. To the extent permitted by law, we will not be held liable and responsible for any damages or consequential loss (whether direct or indirect) suffered by you as a result of any credit card fraud.
- d. We will not be held liable or responsible for any additional charges imposed by your credit card provider or bank, especially in the case where your purchase involves foreign exchange transactions.
- e. If your payment is not received in full or declined by your bank or credit card issuer, we cannot hold Goods against your order.

9. Access to Goods

- a. As soon as your order is processed, we will grant you access to the Goods on this Website. We will email you a login link which you can use to access the Goods on this Website.
- b. Your access to the Goods will remain active until the end of the school year that they were purchased.

- c. We may from time-to-time, at our discretion, offer free access to some of our Goods on this Website. If free access has been granted to you, then it does not mean that you can copy, reproduce, distribute or communicate the Goods to third-parties. The Goods are for your personal use only and for use with students at your school.

10. Your obligations

- a. You cannot share the login details of this Website with any third party.
- b. You cannot transfer your account to any third-party.
- c. You agree not to copy, distribute, reproduce or communicate any of the Goods that are made available to you with any other school or education provider. The Goods are only for the purposes mentioned on the order form.
- d. If we become aware that you have shared the login details, transferred your account, or copied, distributed, reproduced or communicated the Goods, then we will immediately terminate your access to the Website.
- e. You are responsible for ensuring you have access to required hardware, software and an Internet connection.
- f. You are responsible for maintaining the security of your usernames, passwords and personally identifiable information.

11. Disclaimer in relation to the Goods

- a. Every effort has been made to make sure the contents of the online learning materials are current and up-to-date.
- b. The online learning materials are the individual interpretation by the author of the 2017 – 2022 Food Studies Food Studies VCAA (Victorian Curriculum and Assessment Authority). It is your responsibility to ensure that the online learning materials meet student, course or syllabus requirements.
- c. We cannot guarantee that you will achieve a particular grade using our online learning materials.

12. Details you provide us

- a. It is your responsibility to ensure that the information you provide, including your name, name of the school, school address, contact numbers, school email address and orders are correct. Please check any details carefully before submitting an order to us.
- b. You acknowledge and agree that we are not responsible for any loss or damage that you may suffer as a result of you providing incorrect information to us including, but not limited to, your name, delivery address, contact phone numbers or email addresses.

13. Warranty

- a. We warrant that the Goods we deliver will:
 - i. match the description in the order form;
 - ii. be free of third party claims; and
 - iii. be of acceptable quality as defined in the Australian Consumer Law;

14. Limitation of liability

- a. Our Goods are developed to assist you with VCE Food Studies. We do not make any claims in relation to the grade you will receive in the end-of-year exam.
- b. We will not be liable to you for any special, indirect, consequential or punitive damages, including but not limited to loss of profits, loss of business opportunities, or loss of

goodwill, arising out of or related to this Terms, even if advised of the possibility of such damages.

- c. To the fullest extent permitted by law, and notwithstanding any other provisions of this Agreement, our aggregate liability under or in connection with these Terms, however arising (including by reason of tort, negligence, breach of contract or otherwise), shall not exceed the sum of all fees paid to us in respect of the relevant Goods giving rise to the liability.

15. Your use of this website

- a. You are provided with access to this Website for your personal use only. You may not, without our written permission, on sell any information obtained from this Website, use any data mining robots or other extraction tools or metatag or mirror the Website.
- b. You must take your own precautions to ensure that the process which you employ for accessing this Website does not expose your computer to the risk of viruses, malicious computer code or other forms of interference which may cause damage to your computer software and we take no responsibility for any interference or damage to your computer system that arises out of or in connection with your use of this Website.

16. Email list

- a. The email addresses we collect are only used internally for any notices related to the Goods on this Website.
- b. We respect your privacy rights and will not sell or rent your email address to other companies. If you would like to be removed from our email list you can do so by unsubscribing at the bottom of the emails sent to you.

20. Intellectual property rights

- a. All intellectual property rights in the Goods and other materials created by us will vest absolutely and automatically on creation, and remain thereafter, in us. You must not reproduce, store, adapt, distribute, display, publish, or create similar works from them. Unless you state the following in the footer: Original Source Food Ed Assist, modified by (insert your name) for (insert the name of your school) on (insert the date)

You must not share this resource electronically with any other school or educational provider.
- b. If you are a student and you purchase Goods from us, we will grant you a non-exclusive, non-transferrable, non-shareable, royalty-free and non-sublicensable licence to you. This aforementioned licence is for your personal use only. You cannot sub-license it to a third-party.
- c. If you are a teacher and you purchase Goods from us, we will grant you a non-exclusive, non-transferrable, non-shareable, royalty-free and non-sublicensable licence to you. This aforementioned licence is for you to use with your students at your school campus only. If your school or college has two campuses, then you cannot share the Goods between the two campuses. Each campus must seek a licence from us.

17. Availability of this Website

- a. From time to time, down-time, either scheduled or unscheduled, may occur. We will endeavour to work within reason to ensure the amount of down-time is limited and will not be held liable for the consequences of any down-time.

18. Links to third-party websites

- a. This Website may contain links to other websites that are operated, controlled or produced by third parties. Unless stated otherwise, this Website does not control, endorse, sponsor or approve any such third-party websites or their contents nor are we liable for any loss or damage that you may suffer as a result of your visits to any third-party websites.

19. Interference with this Website

- a. You must not make or attempt to modify, add, remove, hack, deface or otherwise interfere with this Website or to any material or content posted on this Website.

20. Testimonials

- a. Any review or other matter that could be regarded as a testimonial or endorsement about any Goods does not constitute a guarantee, warranty, or prediction regarding the outcome of any use of such Goods and you acknowledge that testimonials represent the anecdotal experience of individual consumers.

21. Variations

- a. We may vary these Terms by giving you written notice at any time. The variation will only affect future orders.

22. Jurisdiction and governing law

- a. These Terms are governed by the laws of the State of Victoria, Australia.

23. Events which are out of our control

- a. We shall not be held liable and responsible for any delay in performance of our obligations under these Terms if the delay is caused by circumstances beyond our reasonable control.

24. Severability

- a. Any provision in these Terms which is invalid or unenforceable in any jurisdiction is to be read down for the purposes of that jurisdiction, if possible, so as to be valid and enforceable. Otherwise, any provision in these Terms which is invalid or unenforceable in any jurisdiction is to be severed to the extent of the invalidity or unenforceability, without affecting the remaining provisions of these Terms.

25. Disclaimer

- a. You acknowledge and agree that, to the extent permissible at law this Website and all content appearing on it are provided on an "as is" and "as available" basis, without warranties of any kind. Further, images of the Goods displayed on this Website are for illustration purposes only and sizes and dimensions may vary in real life. Please ensure that you therefore read the corresponding description of any item before purchasing it. To the extent permissible at law, we exclude liability for any loss, damage or injury however caused (including through negligence), which you may suffer in connection with your use of this Website, or any other linked website and take no responsibility for any loss arising out of your use of or reliance on information contained on or accessed through this Website. We also exclude liability in respect of mistakes or inaccuracies on the Website, any unauthorised access to or use of secure servers and/or personal information and/or financial information stored on those servers, bugs, viruses, Trojan horses or other harmful code which may be transmitted to or through our Website by a third party or any interruption or cessation of transmission from our Website.

26. General provisions

- a. If we do not take any action with respect to any breach by you or others of these Terms, this does not waive our rights to take action with respect to subsequent or similar breaches. Further, if any part of these Terms is found to be void, unlawful or unenforceable for any reason, then that part will be deemed severed from the remainder of these Terms and will not affect the validity of the remaining clauses. In the event that we merge, sell or otherwise change control of our business or this Website, we reserve the right and you hereby consent to us transferring, assigning or sublicensing the rights to use of any personal information and/or user content that you have provided to us.

27. Privacy Policy

- a. For our privacy and policy statement, please refer to our [Privacy Policy](#).

[These terms were last updated on 7 May 2021]