

## **Terms and Conditions**

### **Terms & Conditions of use**

1. These terms and conditions apply to the use of this website, including the purchase of goods over this website. In using this website for these or any other purposes, you agree to be bound by these terms and conditions. If you do not accept these terms and conditions, you must refrain from using the website.
2. These terms and conditions must be read in conjunction with any other applicable terms and conditions governing the use of this website.

### **Terminology**

1. In these terms and conditions, the expressions "we", "us" and "our" are a reference to Visionary Eyewear Pty Ltd ACN 117 017 820 trading as glassesonline.com.au.

### **Amendments to Terms and Conditions**

1. We reserve the right to amend these terms and conditions from time to time. Amendments will be effective immediately upon notification on this website. Your continued use of the website following such notification will represent an agreement by you to be bound by the terms and conditions as amended.

### **Ordering and Delivery Procedure**

1. You may offer to purchase goods described on this website for the price specified on this website. Your order must contain your name, email address, payment details and any other ordering information specified on this website. The delivery address must be an address in Australia.
2. You must not be registered blind or partially sighted.
3. You must provide us with details of the relevant prescription to be applied to the goods. The prescription you provide must be given to you by a registered optometrist following a sight test by them. The prescription must not have expired.
4. We shall rely upon the prescription provided by you and the goods will contain lenses matching the prescription that you provided.
5. If you are unsure of the relevant prescription to be applied to the goods, you must consult a registered optometrist before placing an order.
6. Unless you state otherwise, we use an appropriate average pupillary distance (PD) to complete your order. This PD measurement has been provided by a qualified optical dispenser. By agreeing to these terms and conditions, and unless you state otherwise when placing your order, you agree to us using an average PD of 65mm for bifocal and single vision distance lenses, or a PD of 62mm for single vision reading lenses. We recommend that you consult your optometrist to obtain your PD before ordering, and provide that number to us when ordering.
7. The goods are sold on the condition that they are not re-sold.
8. Within seven days of receipt of your order, we will at our discretion accept or reject your offer to purchase. We require payment in full for the goods and for delivery in order to accept your offer. You may not cancel an order once it has been submitted, even if our acceptance or rejection of your offer is still pending.
9. We are not required to give reasons for rejecting your offer to purchase. If we reject your offer to purchase the goods for any reason, neither of us will be under any further liability to the other arising out of your original offer or our non-acceptance of that offer.  
If we have not responded to you within seven days, your offer will be deemed to be rejected.
10. We give no undertaking as to the availability of products advertised on this website.  
Delivery of the goods to you will be effected in the manner described on this website. glassesonline.com.au will use best endeavours to deliver the goods within 28 days of acceptance of any order.
11. Title in the goods does not pass to you until payment has been received. Risk of loss or damage to the goods passes to you upon dispatch. If you do not receive goods ordered within 28 days, you must notify us in writing within 40 days of ordering the goods, otherwise no claim will be considered or acknowledged for non-delivery.
12. If you do not accept delivery for any reason other than due to our error, we reserve the right to charge for any additional costs we incur to re-deliver (such as freight, insurance etc) in addition to any accrued rights that we may have.
13. Upon delivery, inspect the goods. If any of goods are lost or damaged, not what you ordered, we shall have no liability unless you notify us in writing within 10 working days of delivery. Do not use them and contact us.
14. Payment must be effected in the manner described on the website. Prices for the goods are inclusive of goods and services tax but exclude costs for delivery and GST for delivery.
16. The goods are offered for sale only to persons who can make legally binding contracts.

### **Cancellation**

1. You acknowledge that despite our reasonable precautions, products may be listed at an incorrect price or with incorrect information due to a typographical error or like oversight. In these circumstances, we reserve the right to cancel the transaction, notwithstanding that your order has been confirmed and your credit card has been charged. We reserve this right up until the time of delivery of goods to you. If a cancellation of this nature occurs after your credit card has been charged for the purchase, we will immediately issue a credit to your credit card account for the amount in question.
2. We reserve the right not to accept any order or to cancel any order if:
  - we have insufficient stock;
  - we do not deliver to your area;
  - you have previously made a claim for non-delivery of goods;
  - for any other reason.

### **Disclaimer**

1. We do not accept responsibility for any loss damage, however caused (including through negligence), which you may directly or indirectly suffer in connection with your use of this website or any linked website, nor do we accept any responsibility for any such loss arising out of your use or reliance on information contained on or accessed through this website.
2. To the extent permitted by law, any condition or warranty which would otherwise be implied into these terms and conditions is hereby excluded. Where legislation implies any condition or warranty, and that legislation prohibits us from excluding or modifying the application of, or our liability under, any such condition or warranty, that condition or warranty will be deemed included but our liability will be limited for a breach of that condition or warranty to one or more of the following: (a) if the breach relates to goods, (i) the replacement of the goods or the supply of equivalent goods, (ii) the repair of such goods, (iii) the payment of the cost of replacing the goods or of acquiring equivalent goods or (iv) the payment of the cost of having the goods repaired; and (b) if the breach relates to services, (i) the supplying of the services again or (ii) the payment of the cost of having those services supplied again.
3. Except in relation to liability for personal injury (including sickness and death), and except as otherwise stipulated in these terms and conditions, we will not accept liability to you in respect of any loss or damage (including indirect, special, or consequential loss or damage) which may be suffered or incurred by you or which may arise directly or indirectly in respect of goods or services supplied pursuant to an order placed on this website or in respect of any failure or omission on our part to comply with our obligations as set out in these terms and conditions.

### **Exception to Disclaimer**

1. This disclaimer set out in these terms and conditions does not attempt or purport to exclude liability arising under statute if, and to the extent, such liability cannot be lawfully excluded.

### **Specific Warnings**

1. You must ensure that your access to this website is not illegal or prohibited by laws which apply to you.
2. You must take your own precautions to ensure that the process which you employ for accessing this website does not expose you to the risk of viruses, malicious computer code or other forms of interference which may damage your own computer system. For the removal of doubt, we do not accept responsibility for any interference or damage to your own computer system which arises in connection with your use of this website or any linked website.
3. Whilst we have no reason to believe that any information contained on this website is inaccurate, we do not warrant the accuracy, adequacy or completeness of such information, nor do we undertake to keep this website updated. We do not accept responsibility for loss suffered as a result of reliance by you upon the accuracy or currency of information contained on this website.
4. Responsibility for the content of advertisements appearing on this website (including hyperlinks to advertisers' own websites) rests solely with the advertisers. The placement of such advertisements does not constitute a recommendation or endorsement by us of the advertisers' products and each advertiser is solely responsible for any representations made in connection with its advertisement.
5. We make no warranty that goods acquired from us over this website will meet your requirements.
6. The goods are for sale and delivery in Australia only.

7. You acknowledge that despite all reasonable precautions on our part, there is a risk of unauthorised access to or alteration of your transmissions or data or of information contained on your computer system or on this website. We do not accept responsibility or liability of any nature for any such losses which you may sustain as a result of such activity.

#### **Copyright**

1. Copyright in this website (including text, graphics, logos, icons, sound recordings and software) is owned or licensed by us. Other than for the purposes of, and subject to the conditions prescribed under, the *Copyright Act 1968* (Cth) and similar legislation which applies in your location, and except as expressly authorised by these terms and conditions, you may not in any form or by any means:

- adapt, reproduce, store, distribute, print, display, perform, publish or create derivative works from any part of this website; or
- commercialise any information, products or services obtained from any part of this website;

without our written permission.

#### **Trade Marks**

1. Except where otherwise specified, any word or device to which is attached the <sup>TM</sup> or ® symbol is a registered trade mark.

2. If you use any of our trademarks in reference to our activities, products or services, you must include a statement attributing that trademark to us. You must not use any of our trademarks:

- in or as the whole or part of your own trademarks;
- in connection with activities, products or services which are not ours;
- in a manner which may be confusing, misleading or deceptive;
- in a manner that disparages us or our information, products or services (including this website).

#### **Restricted Use**

1. Unless we agree otherwise in writing, you are provided with access to this website only for your personal use. You are authorised to print a copy of any information contained on this website for your personal use, unless such printing is expressly prohibited. Without limiting the foregoing, you may not without our written permission on-sell information obtained from this website.

#### **Linked Websites**

1. This website may contain links to other websites ("linked websites"). Those links are provided for convenience only and may not remain current or be maintained. We are not responsible for the content or privacy practices associated with linked websites.

2. Our links with linked websites should not be construed as an endorsement, approval or recommendation by us of the owners or operators of those linked websites, or of any information, graphics, materials, products or services referred to or contained on those linked websites, unless and to the extent stipulated to the contrary.

#### **Privacy Policy**

1. We undertake to comply with the terms of our privacy policy which is posted on our website.

#### **How we handle emails**

1. We will preserve the content of any email you send us if we believe we have the legal requirement to do so. Your email message content may be monitored by us for trouble-shooting or maintenance purposes or if any form of email abuse is suspected.

#### **Security of Information**

1. Unfortunately, no data transmission over the Internet can be guaranteed as totally secure. Whilst we strive to protect such information, we do not warrant and cannot ensure the security of any information which you transmit to us. Accordingly, any information which you transmit to us is transmitted at your own risk. Nevertheless, once we receive your transmission, we will take reasonable steps to preserve the security of such information.

#### **Termination of Access**

1. Access to this website may be terminated at any time by us without notice. Our disclaimer will nevertheless survive any such termination.

#### **Governing Law**

1. These terms and conditions are governed by the laws in force in Western Australia. You agree to submit to the exclusive jurisdiction of the courts of that jurisdiction.

#### **General**

1. We accept no liability for any failure to comply with these terms and conditions where such failure is due to circumstance beyond our reasonable control.
2. If we waive any rights available to us under these terms and conditions on one occasion, this does not mean that those rights will automatically be waived on any other occasion.
3. If any of these terms and conditions are held to be invalid, unenforceable or illegal for any reason, the remaining terms and conditions shall nevertheless continue in full force.

#### **Use of the Website**

1. By using this website, you acknowledge that you have read, understood and accept the above terms of use.