

LIFE IN BALANCE'S SHIPPING & RETURNS

SHIPPING

SHIPPING WITHIN AUSTRALIA

All prices on our site are displayed in Australian Dollars (AUD), and will be charged in Australian Dollars. Shipping within Australia will take approximately 3 working days for processing and 3 – 8 business days shipping. For delivery within Australia we use Australia Post.

SHIPPING INTERNATIONALLY

Life in Balance ships to most destinations around the world and we use Australia Post International post service for all our international orders. Please note: we do not deliver to international PO BOX addresses. For our international customers, all prices on our site are displayed in Australian Dollars (AUD), and will be charged in Australian Dollars. Prices do not include relevant overseas customs duties, foreign taxes or other fees, which may be imposed and this is the responsibility of the customer. Please check with your local customs office for further information.

HOW MUCH WILL POSTAGE AND PACKAGING COST?

For delivery within Australia we offer shipping from a cost of \$10 AUD for normal post or \$15 AUD for Express Post.

For international delivery contact us to obtain a quote..

CAN I TRACK MY ORDER?

Yes you can! On the day that your order is shipped you will receive an email confirming its despatch which will include a tracking link so that you can follow your order's journey right from the moment it leaves us and arrives to you, at <http://auspost.com.au/track/track.html>.

IF THERE IS A PROBLEM WITH MY ORDER WHO DO I CONTACT?

If there is a problem with your order, please email us at info@life-in-balance.com.au

HOW LONG WILL IT TAKE FOR MY ORDER TO ARRIVE?

For domestic delivery, you should receive your order within 6 - 12 working days. If your order has not arrived within the allotted time, please contact the shipping company, using the reference number supplied to you.

For International delivery, you should receive your order within 14 - 30 working days. If your order has not arrived within the allotted time, please contact the shipping company, using the reference number supplied to you.

If you have special instructions relating to the delivery, please be sure to indicate these when required on the delivery details page as you are checking out.

RETURNS

WHAT IS LIFE IN BALANCE'S POLICY ON EXCHANGE AND REFUNDS?

If you wish to return an item simply because you change your mind we will exchange or refund provided you return it within 7 days from the date of purchase, un-opened, un-used and in its original condition with labels/tickets attached and with our original receipt (purchaser must pay for the return shipping). Sale items will only be exchanged, not refunded provided you return it within 7 days from the date of purchase, un-opened, un-used and in its original condition with the labels/tickets attached and with our original receipt.

Our 'Change of Mind' Policy

Life in Balance is not legally obligated to give refunds on items or exchange them simply because you have changed your mind about the purchase.

However under our own 'change of mind' policy, if you simply change your mind we do offer a refund or exchange of the value equivalent to the purchase price for most items provided that:

- (a) You return the item within 14 days from the date of purchase; and
- (b) The item is un-opened, un-used and in its original condition; and
- (c) All original labels and tickets are attached to the item; and
- (d) You provide a receipt as proof of purchase; and
- (e) You pay for the return postage

Our 'change of mind' policy does not apply under any circumstances to purchases of the following items:

Sale items or cosmetics.

Our customers' right to a refund of purchase price

Our customers are entitled to a refund if the item is faulty, not of merchantable quality or not fit for its purpose. Our policy under these circumstances is:

You (the customer) are entitled to a refund for items you purchase from Life in Balance if the item is:

- (a) faulty and the fault or defect was not pointed out to you before you purchased it or would not have been apparent to you when you inspected the goods before purchase; or
- (b) not 'of merchantable quality', meaning that it is not of the quality that you reasonably expected when you purchased it, bearing in mind the way the item was described to you before your purchase and also the price of the item; or
- (c) not fit for its purpose, meaning that the item does not do what you reasonably expected it would; and

(e) you return the item within a reasonable time after purchase and provide Life in Balance with proof of purchase, such as your Life in Balance receipt or bank statement. If you do not return the item within a reasonable time, you will not be entitled to a refund at the purchase price but you will be entitled to exchange the goods or have them repaired.

Life in Balance reserves the right to ask you to demonstrate that you did not cause or create the fault in the item.

If you are entitled to a refund but you would prefer to exchange the item for another item(s) of equivalent value to the item, Life in Balance is happy to do this for you.

ONLINE CUSTOMERS

For online customers, the Refund Policy also applies; however please note the following terms and conditions:

WITHIN AUSTRALIA

- Contact us via email or mail and advise us of your intention to return an item, please ensure you note what you are returning and whether you want an exchange or refund.
- Should you wish to exchange the item for an alternative size or colour, please enclose with your goods, a postage paid, self-addressed bag. Please note: all postage costs will be covered by the customer. If the same item is no longer available, a refund will be provided crediting your original method of payment.
- Once we receive your parcel we will process your return. Refunds will be credited against your original method of payment, excluding delivery charges.

Please send your return to the address below:

Life in Balance
PO Box 383
Seaford
South Australia
Australia
5169

INTERNATIONAL

You can return online purchases to our online store provided you return them within 7 days from the date you receive them, un-opened, un-used and in its original condition with labels/tickets attached and with our original receipt. You cannot return cosmetics and sale items.

Unfortunately we can't accept international exchanges. If you wish to exchange your purchase, you will need to return it for a refund and place a new order.

Return orders must include:

- Original receipt

Please send your return to the address below:

Life in Balance
PO Box 383
Seaford
South Australia
Australia
5169

We recommend you send your goods back using a track able delivery service as we do not accept responsibility for items lost in transit. Once we receive your parcel we will process your return. Refunds will be credited against your original method of payment, excluding delivery charges.

If you have any questions, please email us at info@life-in-balance.com.au

TERMS AND CONDITIONS

These terms of use (Terms) govern your use of the Life in Balance Website and all related sites including but not limited to sportsgirl.com.au (the Website). Please read these Terms carefully. BY USING THE WEBSITE YOU ARE ACCEPTING AND AGREEING TO THESE TERMS. You must not use this Website if you do not agree with these terms. Life in Balance reserves the right to change these Terms at any time, please check at regular intervals for any changes. Continued use of the Website following any change to these Terms will be deemed acceptance of those changes.

1. OWNERSHIP

The Website and all content is operated and owned by Gaye-Brielle Louise Buckingham (ABN 35 620 431 422).

Intellectual Property/Copyright

Unless otherwise indicated, Gaye-Brielle Louise Buckingham owns all copyright of the material on the Website. All registered or unregistered trademarks used on the Website are the property of their respective owners.

All copyright, data, text, software, images, graphics, trademarks, logos, interfaces, photographs, and other intellectual property (Content) on the Website is owned, controlled by, or licensed to Gaye-Brielle Louise Buckingham. Except for viewing the content for your own personal non-commercial use, Gaye-Brielle Louise Buckingham does not grant you any rights to use the Website or content for any other purpose unless it expressly consents in writing.

2. USE OF WEBSITE

When you access the Website, you agree that you do so on the following conditions: You may only use the Website and the Content on the Website for personal purposes unless Life in Balance provides express written consent.

You must not:

- Access or attempt to access any part of the Website which is not designated for access by your password.(where applicable)
- By any means copy, reproduce, republish, adapt, upload, link, post, frame, translate, transmit or distribute any part of the Website or any Content contained on the Website;
- use the Website or any Content in any way that is unlawful, illegal or breaches the rights of Life in Balance or any third party;
- Post, or transmit to the Website any abusive, obscene, threatening, defamatory, illegal or otherwise inappropriate material;
- Do anything that imposes an unreasonable or disproportionately large load on the Website, or interferes or disrupts the Website or any network or other website connected to the Website;

- Breach the security of the Website, test or scan the vulnerability of the Website, or make any unauthorised modifications to the Website;
- Interfere with any other persons use or enjoyment of the Website;
- Use any robot, spider, scraping device, deep link, or any other automatic tool or algorithm, or any manual process that performs the same function, to copy or use any content or any part of the content on the Website, or to reproduce or separately store or use such content;
- Post or transmit any materials to the Website which breaches any laws relating to a person's right to privacy or the export of personal data;
- Post or transmit any materials to the Website which is incorrect or misleading;
- Use the Website in any way that otherwise breaches these terms.

In addition to these terms, Life in Balances Privacy policy applies to the use of the Website and various parts of the Website are subject to other terms and conditions. You should review these other terms and conditions carefully and not use the Website if you do not agree to these other terms and conditions.

Life in Balance may refuse access or edit or delete material posted by you in contravention of these conditions.

3. THIRD PARTY WEBSITES

The Website contains links to other websites controlled by third parties (Third Party Websites). Life in Balance is not responsible for any content on Third Party Websites nor does it endorse or approve such websites. If you choose to visit these Third Party Websites you do so at your own risk and should make your own enquiries before relying on any content contained on such Third Party Websites.

Life in Balance makes no representations about the quality or accuracy of material available on Third Party Websites or that such material does not infringe the intellectual property rights of a third party.

4. COOKIES

Cookies may be used on some areas of our Website. A cookie is a small file placed on a user's hard drive which tracks website navigation. For example, a cookie can be used to store registration information so that a user does not need to re-enter it on subsequent visits. If you are concerned about cookies, most browsers have an option which permits users to refuse a cookie. A user can refuse a cookie and still fully navigate our website. In order to collect statistics we may anonymously log information, and identify categories of users by items such as domains and browser types.

5. INFORMATION AND SERVICES AT THE SITE

Life in Balance updates the Website regularly; however, Life in Balance makes no representation as to the accuracy, currency or completeness of any information or services at the Website. All information and services are provided on the basis that you undertake the responsibility for assessing at your own risk.

All information and services at the Website are provided on an "as is" basis. To the fullest extent permitted by the applicable law, Life in Balance excludes all terms, conditions and representations express or implied.

6. INDEMNITY

Life in Balance is not liable for any damages whatsoever including any special indirect or consequential damages resulting from loss of use of data or profits, whether in an action in contract, negligence or other tort,

arising out of or in connection with access to this Site or the information contained in it. Life in Balance does not warrant that the Website will be uninterrupted or error free.

You should seek independent advice before acting on any material or information contained in this Website of any link to a third party web site and you must not provide any warranties to third parties in relation to the contents or performance of the Website.

7. LIMITATION OF LIABILITY

Life in Balance does not warrant or guarantee:

- the accuracy or completeness of any information available on the Website;
- that access to the Website will be uninterrupted or error free;
- that any defects will be corrected immediately; or
- that the Website will be free from viruses or other contamination.

Except where prohibited by law, Life in Balance will not be liable to you for any loss, damage, liabilities or claims and expenses that you may suffer due to use of the Website, including use of any information on it. You use the internet and the Website at your own risk.

8. TERMINATION OF USE

You may stop using the Website at any time for any reason.

Life in Balance reserves the right in its absolute discretion to suspend or terminate at any time the access to the Website of any user without notice for any reason, including but not limited to a breach of these terms. The suspension or termination shall not affect either party's rights or liabilities.

Life in Balance may disclose any information we may have about a user in relation to an investigation or allegation that your use of the Website is in breach of these Terms, or is in breach of law or other regulation. Life in Balance reserves its right to identify or bring legal action against any person who is breaching these terms, including obtaining injunctive relief.

9. VARIATION TO TERMS

Life in Balance may vary these terms at any time, and by continuing to use the Website you consent to any variations. Life in Balance will not notify of these variations and it is your responsibility to regularly check these terms for any variations.

SECURITY

When using websites, the internet or third party networks or facilities, you are using networks, facilities and services that are beyond the control of Life in Balance. You assume all risk and liability of your use of the Website, the internet, or any such third party networks, including access to the website via such media. Life in Balance recommends users review each website's privacy statement before disclosing any personally identifiable information.

OUTAGES

Life in Balance reserves the right to cease, interrupt or withdraw your access to the Website for any reason, including without limitation, for upgrades and maintenance of the site.

SEVERABILITY

If any provision of these terms is found to be invalid or unenforceable by a court of law, it may be severed and will not affect the remainder of the agreement, which will continue in full force and effect and these terms will be deemed amended to replace, to the extent legally permitted, the rights and obligations contained in the invalid, illegal, or unenforceable provision. The invalidity, illegality, or unenforceability of any provision of these terms will not constitute failure of consideration.

10. GOVERNING LAW

These terms are governed by the Laws of South Australia in Australia, and any dispute in relation to these terms or your access or use of the website will be the exclusive jurisdiction of the Courts of South Australia.

You are responsible for compliance with all laws and regulations applicable to your location.

11. MISCELLANEOUS

If any of these terms are unenforceable or held to be invalid, the offending provision/s will be removed from these terms and the amended terms will remain in force.

Any failure by Life in Balance to act or enforce these Terms immediately will not be considered a waiver of Life in Balance right to take any such action.

Last updated March 2016