**TERMS AND CONDITIONS**

The following terms and conditions constitute the agreement between you and E.G DE JAGER trading as Homegrown Nature Play ABN 83613625385 for the provision of programs and services. By registering and participating in any Homegrown program or service you acknowledge that you have read, understood and agree to be bound by these Terms and Conditions. If you are under 18, these Terms and Conditions must be agreed to by your parent or legal guardian.

By accepting this agreement on behalf of yourself and for any person under the 18 as the parent or guardian of that child, you:

1. Acknowledge that you have read and agree to comply with and be bound by:
	1. the Homegrown Nature Play Code of Conduct;
	2. the Homegrown Nature Play Waiver of liability;
	3. the Homegrown Nature Play Privacy Policy; and
	4. the Homegrown Nature Play Cancellation and Pricing Policy.
2. Represent that all information provided to Homegrown Nature Play at the time of enrolment was accurate and complete and that you included all information truthfully that may impact on yours or your child/children’s abilities to undertake activities safely.
3. Agree to not act in a dangerous manner or by the unsafe or unsupervised use of equipment.
4. Agree to wear suitable hats, clothing and footwear at all times. Enclosed footwear is to be worn when using tools and around fire.
5. Agree that the care and responsibility of personal property is the responsibility of the owner.
6. Acknowledge and agree Homegrown Nature Play and their directors and staff reserve the right to refuse entry or remove people from the premises who do not obey rules and policies, or create danger to other participants.
7. Acknowledge during Homegrown Nature Play programs children may have access to tools and agree to all safety procedures including but not limited to the wearing of Personal Protective Equipment (PPE).
8. These terms and conditions, together with our code of conduct and policies, shall constitute the entire agreement between you and Homegrown Nature Play in relation to the provision of our services.
9. Homegrown Nature Play may revise these terms and conditions as needed.
10. If a provision of these terms and conditions is determined by any court or other competent authority to be unlawful or unenforceable, the other provisions will continue in effect. If any unlawful or unenforceable provision of these terms and conditions would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect.
11. Failure of Homegrown Nature Play to exercise or enforce any right or provision of these terms and conditions shall not constitute a waiver of such right or provision.
12. These terms and conditions shall be governed by and construed in accordance with the laws of the State of Queensland, Australia.
13. Any disputes relating to these terms and conditions shall be subject to the exclusive jurisdiction of the courts operating by the laws of Australia and in the State of Queensland and any courts entitled to hear appeals from those courts.

**Website**
***Please read these T&Cs of Use prior to accessing the Homegrown Nature Play Website.***

Welcome to our website. We are so glad you are here! By browsing and using this website you are accepting and agreeing to observe and comply with the following terms and conditions of use. “Us”, “Our” and “We” refers to [www.homegrownplay.com.au](http://www.homegrownplay.com.au) and “You” and “Your” refers to you, the client, visitor, website user or person using our website.

**Amendment of Terms**
We reserve the right to change, modify, add or remove these terms at any time. It is your responsibility to check these terms and conditions regularly prior to using and accessing the website to make sure you are aware of any changes. Where possible, Homegrown Nature Play will aim to highlight any changes to you. If you choose to use the website [www.homegrownplay.com.au](http://www.homegrownplay.com.au), we will regard that as evidence of your agreement and acceptance of the outlined Terms and Conditions.

**Limitation of Liability**

A pre-condition to using the [www.homegrownplay.com.au](http://www.homegrownplay.com.au) is that you agree and accept that Homegrown Nature Play is not liable or responsible for any loss or damage you may suffer related to the use of our website. Your use of materials on this website is at your own risk. You acknowledge that the website can contain errors and exclude liability for any errors permitted by law.

**Competition & Consumer Act**
For the purposes of Schedule 2 of the Australian Consumer Law, in particular Sections 51 to 53, 64 and 64A of Part 3-2, Division 1, Subdivision A of the Competition and Consumer Act 2010 (Cth), [www.homegrownplay.com.au’s](http://www.homegrownplay.com.au’s) liability for any breach of a term of this agreement is limited to: the supplying of the goods or services to you again; the replacement of the goods; or the payment of the cost of having the goods or services supplied to you again.

You must be over 18 years of age to use this website and to purchase any goods or services.

**Shipping and Handling Policy**

Thanks for shopping at [www.homegrownplay.com.au](http://www.homegrownplay.com.au). All prices are in Australian Dollars. Homegrown Nature Play delivers Australia wide using the services of Australia Post.

We will aim to dispatch your order within 3-5 working days. If you require your order sooner, please select express post and your order will be dispatched within 1-2 days.  We will do our best to accommodate your needs. Please contact us on 0498993375 or homegrownnatureplay.com.au to discuss your order.

Homegrown Nature Play does not accept any responsibility for items once they have been posted. If you experience problems with your delivery, please contact us on 0498993375 as soon as possible.

**Pickup**

Pickup is available from Rockhampton, QLD. If you choose to pick up your order, we will contact you via email or telephone to advise when your order is ready for collection (usually within 48 hours).  At that time, we will also notify you of the pickup address.  Prior to collecting your order, a pickup date and time must be arranged with us.

**International Shipping**

Unfortunately, we do not offer international shipping at present.

**Returns and Exchanges Policy**

Thank you for supporting us! We are thrilled that our nature products are being used by Australian children to help get them back outdoors. We are committed to providing quality items that we use in our own programs. If you are not satisfied with your purchase, we are here to help you.

www.homegrownplay.com.au handles returns and processes refunds in accordance with the Australian Consumer Protection legislation.

If you are unhappy with your purchase or you have noticed a fault in the product, please notify us within 30 days of receiving your order. To be eligible for a return your item must be unused and in the same condition that you received it and in its original packaging (where possible). You will also need the receipt or proof of purchase. If we are unable to resolve your complaint or further assist you, we will process a refund upon timely receipt of the goods purchased. Unopened goods will be refunded in full. Refunds will be processed promptly and payment made by the same method that you made payment. Refund payments may take up to 7 business days to be received. Refunds are made at the discretion of www.homegrownplay.com.au

We will also pay the return shipping costs if the return is a result of our error (you received an incorrect or defective item). We are happy to accept returns if you change your mind, however return shipping is at your expense.

Returned items can be exchanged or you may request a full refund.

**Links to Other Websites**
www.homegrownplay.com.au  takes no responsibility for any content found on linked websites. This has been included for your information, and does not imply sponsorship or endorsement between www.homegrownplay.com.au and the owners of the websites. We are making a ‘recommendation’ only and are not providing any advice nor do we take any responsibility for any advice received in this regard.

**Disclaimer**
To the fullest extent permitted by law, www.homegrownplay.com.au absolutely disclaims all warranties, expressed or implied for any particular purpose. www.homegrownplay.com.au  gives no warranty that the goods or services or documents will be free of errors, or that defects will be corrected, or that our website or its server is free of viruses or any other harmful components. We aim to provide accurate and reliable information on our website and do not permit the use of any document, product, service, link or information or in its accuracy, or otherwise. It is your sole responsibility and not the responsibility of www.homegrownplay.com.au to wear any costs of servicing, repairs, or correction.

**Your Privacy**
At www.homegrownplay.com.au we are committed to protecting your privacy. We use the information we collect about you to maximize the services that we provide to you. www.homegrownplay.com.au respects the privacy and confidentiality of the information provided by you and adheres to the Australian Privacy Principles. Please read our separate Privacy Policy carefully.

You may change your details at any time by advising us in writing via email. All information we receive from our customers are protected by our secure servers. www.homegrownplay.com.au’s secure server software encrypts all customer information before it is sent to us. Furthermore, all of the customer data  www.homegrownplay.com.au  collects is secured against unauthorized use or access. Credit card information is not stored by us on our servers.

**Third Parties**

www.homegrownplay.com.au will not provide or sell any personal customer information. The general information collated will be used to improve the website, and our goods and services only

**Disclosure of your Information**
www.homegrownplay.com.au may be required to disclose information in the following instances: by law or by any court; to enforce the terms of any of our customer agreements; or to protect the rights, property or safety of www.homegrownplay.com.au, its customers or third parties.

**Exclusion of Competitors**

If you are a Outdoor nature play business and provide similar services, sell similar products or create similar documents and resources, then you will be deemed a competitor of www.homegrownplay.com.au does not permit you to use or access our website to download or distribute any materials. If you fail to comply with this term, then www.homegrownplay.com.au will hold you accountable for any profits you make or loss you cause our business.

**Copyright, Trademark & Restrictions of Use**

www.homegrownplay.com.au contains material which is owned by or licensed to us. This material includes, but is not limited to, the layout, design, ideas, logos, trademarks and graphics. You are not allowed to reproduce the documents, information or materials on the website for the purposes of sale or the use by any third party. You are not permitted to republish, upload, distribute any resources, documents or products that are available for downloading on the website. You can print and download for your own personal use. www.homegrownplay.com.au reserves all copyright, trademark in its website and in all documents and information provided on its website. We reserve the right to take action against users if you fail to follow the terms and conditions.

**Whole Agreement**
These terms and conditions embody the whole agreement between you and www.homegrownplay.com.au concerning your use and access to the documents and materials on the www.homegrownplay.com.au website.

**Jurisdiction**
This agreement and this website are subject to the laws of QLD and Australia. If there is a dispute between you and www.homegrownplay.com.au that results in litigation then you must submit to the jurisdiction of the courts of Queensland.