

Franciscan Friars in Australia

Donations terms and conditions

General terms

Donations to certain of the ministries and agencies of the Franciscan Friars of \$2 and over may be tax deductible. This will be identified in the relevant sections of this site. It will appear on your tax receipt. Ongoing regular donations are tax deductible and will be receipted at the end of the financial year.

Disputes and refunds

All complaints, grievances and disputes will be treated seriously, quickly and in a timely manner, having due regard to procedural fairness and confidentiality. All parties are required to participate in a dispute resolution process in good faith. If you believe that there has been an error with your donation, you should notify us directly on (02) 9369 9300 and confirm that notice in writing or by email at provsec@franciscans.org.au as soon as possible so that we can resolve your query quickly. If you are not satisfied with the outcome, you can still refer it to your financial institution which will obtain details of the disputed transaction and may lodge a claim on your behalf.

Regular donations terms and conditions

Your obligations

It is your responsibility to ensure that there are sufficient clear funds available in your account. You should check your account statement to verify that the amounts debited from your account are correct.

Changes and cancellations

We may vary details of your agreement or a direct debit request at any time by giving you at least 14 days written notice.

If you wish to cancel, defer or alter a debit payment you must notify us by calling (02) 9369 9300 at least 14 days before the next donation day.

Please provide details of your donation agreement, such as name, address, and supporter number, etc, for ease of processing.

Pricing

All prices are subject to change without notification; however we shall attempt to give reasonable notice.

Online shopping terms and conditions

General

These terms and conditions (Purchase Terms) apply to your use of the Franciscan Friars' online store. By purchasing online or ordering goods, you agree to be bound by these Purchase Terms as amended from time to time. Nothing in these terms is intended to exclude any of your statutory rights as a consumer at law.

Purchasing goods

This site sets out the details of the goods available for purchase, including their price in Australian dollars. Please be aware that prices and availability may change from time to time without notice. Some goods may differ slightly in visual appearance (for example, colour or scale) to the images depicted on our Online Store due to photographic and screen differences.

Goods for sale on this site are available for delivery in Australia only. All must be paid by Visa, MasterCard, Electronic funds transfer (EFT) or cheque. Prices listed on our Online Store include GST where applicable. You may not purchase goods from this site for resale or other commercial purposes.

Purchasers from outside Australia should contact the Franciscan Friars directly to discuss possible terms of sale.

Orders

After you place an order, a contract between us for the purchase of the goods will only be formed once we have accepted your order by sending you a shipment confirmation email. We may not accept an order from you for any reason, including but not limited to unavailability of the goods, an issue with your payment, an error on this site relating to the order, or we suspect your order is fraudulent or unlawful.

We also may cancel an order after it has been confirmed in error, there are issues with your payment, or we reasonably suspect fraudulent or unlawful behaviour.

We will retain title in all goods until full payment is received. Once you receive delivery of the goods, risk in the goods will pass to you.

Delivery

Shipping costs, if any, will be clearly identified to you.

Delivery times are estimates only and your delivery may be delayed due to circumstances outside our reasonable control. We will take reasonable steps to notify you of any delay. If a product has not been delivered to you, or there is an issue with your delivery, please contact us at (02) 9369 9300.

Returning faulty products

We are committed to providing quality products to our customers.

If a product is faulty or defective, is materially different to the advertised description, or otherwise breaches a consumer guarantee under the Australian Consumer Law, please contact us so we can guide you through the return, refund or exchange process. You will need to provide proof of purchase. You may also be required to provide further information or photos of the product for assessment.

If the problem with the product is confirmed, and it is a minor problem, we will choose whether to repair, replace or refund the product.

If the problem is a major problem under the Australian Consumer Law, then you are entitled to choose whether to receive a replacement or refund. Any refund will be made to the same card which you originally used to purchase the good. We will also cover your reasonable costs of returning the product to us.

If the product is found not to have a problem, is out of warranty, has a problem due to fair wear and tear or your misuse of the product, or you otherwise do not have a remedy under the Australian Consumer Law, we will contact you to determine whether you want us to dispose of the product or return the product to you at your expense.

Privacy

For details regarding the use of your personal information, please refer to our Privacy Policy on this site. When you provide us with your email address or mobile phone number, you opt in to receive electronic communications in respect of news, reminders and updates on the status of returns and refunds

Disclaimer

To the maximum extent permissible by law (including the Australian Consumer Law), the Franciscan Order of Friars Minor liability to you arising out of or in connection with your use of this site or your purchase of products from this site is limited to providing you with a refund, replacement or repair as applicable.

Governing law

These Terms are governed by the laws of New South Wales and both parties hereby submit to the non-exclusive jurisdiction of the courts of New South Wales.

Feedback and complaints handling procedure

The Franciscans welcome feedback and attends to all complaints promptly. Please contact us with any feedback or complaints.