

TERMS AND CONDITIONS

With the purchase of any goods supplied by peasinpods, you acknowledge that you have read, understood and agree to comply to all statements provided within our "Terms and Conditions". You also acknowledge that upon purchasing from us, that you have read the product description/s of the goods purchased and are aware of any choking hazard or allergen warnings, as stated within the product descriptions (if any).

DISCLAIMER:

The information provided in our terms and conditions is subject to change without notice. We will make every reasonable effort to ensure any information contained within our terms and conditions is kept as up to date as possible. The use of any information or services provided by peasinpods is at the sole risk of the customer. We will accept no liability or responsibility for the customer's misinterpretation of any information, and any loss, injury or damage to person or property as a result of such, either directly or indirectly. Should there be any doubt in relation to the information supplied or any aspect of our services, we recommend that you contact us directly to clarify.

AGE RECOMMENDATIONS:

Please note that the developmental age of children do vary and the purpose of our age recommendation is intended as a guide only. Peasinpods recommend our products to children 5 years and older. It is the responsibility of the adult/carer/supervisor to ascertain the suitability of the product/s as per the developmental age of the intended child/children.

PRODUCT DISCLAIMER:

WARNING CHOKING HAZARD – some items contain small parts and are not suitable for children under 3 years, and may pose a choking hazard. Any products that pose such a risk will be identified within the product description for you, the consumer, to read prior to purchase.

We recommend the provision of adult supervision when children are playing with the party products purchased.

In the event of any loss, injury or damage to person or property being incurred in relation to the purchase and use of any products within our range, peasinpods, accepts no liability or responsibility of such should there have been non-compliance to any stated recommendations as above. This includes age recommendations, observation of choking hazard warnings, adult supervision, and the use of adult discretion in determining the overall suitability of any product to the intended child/children.

All products within our range are sold with the intention that they will only be used for their sole intended use. In the event of any loss, injury or damage to person or property as a result of the misuse of any product, peasinpods, accepts no liability or responsibility of same.

CONSUMABLE PRODUCTS:

Please note the above statements and observe the same recommendations for our consumable range i.e. mixed lollies.

In addition to, you also acknowledge and are aware that children can be allergic or sensitive to certain ingredients, and/or may also need to observe specific dietary requirements. It is the responsibility of the adult/carer/supervisor to ascertain the suitability of any consumable product to the intended child/children, and to be aware of and acknowledge any specific dietary or allergen requirements. Upon purchasing any consumable product from our range you acknowledge that you have read and understood the product description provided; including allergen warnings, listed ingredients and nutritional information.

Our range of mixed lollies are of the highest quality and are sourced from a well known South Australian supplier.

PRODUCT/PRICING INFORMATION:

Please note that the prices of our non-consumable product range are subject to change without notice. These prices are based on international exchange rates at the time of ordering supplies. We will endeavour to manage and keep any future price changes to a minimum.

Our products are also subject to availability. Should our products become unavailable/out of stock due to high demand or supplier shortage, we will endeavour to contact you immediately. In doing so, we will provide you with an estimated restock date or we will recommend an alternative product. We will only substitute a product/s with an item of equal or greater value, and will only do so once your permission has been received. Please note that some products may differ from those pictured. This will be due to the product being available in an assortment of colours or designs. Products with this variance will be identified in the product description.

Our party bags are supplied unassembled. Simple construction is required. All the contents will be supplied in the shipment box, including party bags, ribbons, lolly bags and novelty toys. All you need to do is add the name of the child to the label affixed to the front of the bag, open out the bag, add the lolly bag followed by novelty toys, turn over the bag opening, and tie off with the ribbon detail provided.

Our party boxes are supplied unassembled. Simple construction is required. All the contents will be supplied in the shipment box, including party boxes, ribbons, tissue, lolly bags and party novelty toys. All you need to do is add the name of the child to the label affixed to the front of the box, construct the box, add tissue fill, place in the lolly bag followed by the toys, and finally add the ribbon detail.

Lolly Buckets are supplied assembled and filled. All you need to do is add the child's name to the label supplied.

PERSONAL INFORMATION:

Any personal information provided by you and collected by peasinpods, is used solely for the purpose of providing the goods or service to you.

Personal information will only be released to a third party under your direction and consent or as required by law.

Contact details will only be kept for the purpose of providing you with future updates/promotions/competitions. You have the option of joining our mailing list (as per order form), and can contact us at any time should you wish to amend any details or remove your name from our mailing list in the future.

ORDERING:

We suggest that to maximise the availability of your chosen product/products, that you **place your order at least 2 weeks prior to your party/event**. Please use the order form provided/contact us for an order form. We can post, email or fax the order form to you if needed.

Alternatively you can contact us directly over the phone to place your order.

Please ensure that all details are completed correctly on the order form. Including product name, product code, choice of lolly mix, bag colour/s requested (not applicable if choosing standard Big Birthday Box or The Little Lass's Handbag), and if boy or girl party (re. use of suitably coloured ribbon detail). We also recommend that you do a final check of your order prior to submitting or sending to us for processing. Please see delivery information in the event that insufficient or incorrect address details are provided.

Order forms can be sent to us via email, post or fax.

Once your order has been received we will contact you, using the details provided, so that we can confirm your order and provide you with payment information.

Once payment has been received or cleared, your order will be prepared. Upon dispatch you will be notified by email/phone and a tracking number will be provided to you. Please note that deliveries will require a signature, unless permission has been given to leave.

PAYMENT:

We accept payment by paypal, direct deposit or cheque. Please indicate your preferred method of payment when completing your order form or when placing your order over the phone.

Paypal: An order/payment confirmation email will be sent to you. Please check the details and payment due. Once you are ready to proceed you can copy and paste the paypal address to your web browser window, which will direct you to the paypal "send payment" page.

Paypal uses the most up to date security and fraud prevention systems for online payments. We suggest that you familiarize yourself with any security, privacy or other valuable guidelines and information, that you may be unsure or unaware of. An informed decision to proceed with any online payment through paypal, is the best method to provide you with peace of mind. Please note that paypal do not divulge any credit card or financial information to the merchant.

If you have a current paypal account, please arrange for transfer in the usual manner. If you are not currently signed up to this free service, you are provided with the option to do so. This will ultimately save you time should you wish to place future orders online with any merchant. Please complete the requested details and arrange for payment by nominating your preferred card or account option.

Please note: payments made by credit or debit card will incur an additional charge of \$0.30, which is payable by the customer. The customer will need to indicate that they will incur this fee themselves when completing the transaction details.

Paypal will then notify us once your payment has been finalised. We will then proceed with the preparation of your order.

Alternatively, if you prefer to pay via direct deposit or cheque, (as indicated on your order form), we will contact you to provide you with these details also. Please be aware that you will need to allow additional time for postal delivery of any cheques, if sending by post, and/or time for clearance of funds before we can prepare and arrange for dispatch of your order.

As a general rule, please allow 2 – 5 business days for clearance of funds sent by direct deposit and 8-10 business days for cheque payments sent by postal service.

When paying by direct deposit, please enter the full name of the person responsible for the order, in the direct deposit details space provided. This must match the name of the person as shown in the "billing details" section on your order form. This will enable us to efficiently identify and match your payment to your order without complication. If paying by cheque, please add these details to the back of the cheque.

DELIVERY/SHIPPING:

We choose to use Australia Post and a local reliable courier. We reserve the right to choose the most appropriate shipping method that will best suit your needs.

A tracking number will be provided to you following dispatch. To track your order please contact the courier service directly on the number provided, or if dispatched via Australia Post you can contact them directly or track your order online by visiting the Australia Post website.

Our standard delivery fee is \$12.00 to the Inner/Outer Metropolitan Zones of Adelaide. In the event of any of the following circumstances, an additional delivery fee may be required; large orders, interstate or country deliveries, and re-delivery if needed (please see below). You will be notified of any additional delivery fee following placement of your order.

In the event that you have provided insufficient/incorrect delivery address information and your order is returned to us, an additional postage and handling fee will apply. Payment of this fee will be required before we arrange for re-delivery.

Both Australia Post and our courier service will require a signature at the time of delivery. Should you not be in attendance at the time of delivery, a calling card will be left. As soon as possibly convenient you will be required to contact the appropriate service (as per calling card), to arrange for re-delivery (courier) or pick-up at your local Post Office (if Australia Post).

Through our courier service only, you can opt to give your "permission to leave". Please indicate on the order form/notify us if ordering over the phone. If so, please also supply details stating the most appropriate and safest place to leave your order. We would also appreciate mention of any animals that may pose a problem/risk to the courier during delivery of your order also. We recommend that your order not be left within reach of any pets/animals that may potentially tear into and get hold of the contents of your order. It is at your risk and that of your own pet/s if you choose not to observe this recommendation.

In the event that you do not respond to the calling card within an appropriate time frame, the goods will be returned to us. An additional delivery fee will be required and payable before we are able to arrange for re-delivery. In the event that you choose not to have your order re-delivered, you will only be refunded for the costs of the goods **less 25%**. This will cover any costs incurred by us in regards to the time spent in handling and preparing your order and any associated fees. Postage fees will not be refunded.

Please note that we are not able to deliver to PO Boxes. Please supply residential addresses only for the delivery of your order.

RETURNS/REFUNDS:

Please note that refunds are not provided on orders once they have been dispatched and simply because you have changed your mind.

Goods that have been found to have a manufacturing defect will be replaced by peasinpods. Any claims for faulty stock must be reported to us by the customer within 2 days of receiving the goods. Please contact us for authorisation prior to returning any faulty products.

Please note that the customer is responsible for the return costs of any faulty products, and must be packaged well enough to avoid any further damage in transit. Any product requiring replacement must also be returned in any original sealed packaging, along with a copy of the invoice and the return form that will be sent to you following authorisation.

After we have received the faulty product/s we will make an assessment of the same. Should we find it not defective or faulty, but has been damaged as a result of normal wear and tear or misuse, a replacement product will not be issued and the product in question will be returned at the customer's expense. As you would be aware, party novelty toys do not have a long life expectancy.

In the event that a product is found to have a manufacturing defect we will endeavour to replace with another of the same product. Should that product not be available at the time, we will either (1) offer a refund of only the cost of that product, or (2) we will provide you with a restock date, or (3) we will offer an alternative product of equal/greater value. As a sign of good will, peasinpods will arrange for postage of the replacement product at our expense.

Should your order be returned to us as the result of an unsuccessful delivery attempt - either through the provision of insufficient or incorrect delivery address information, or the addressee has not responded to the calling card left - full refunds will not be given in the event that you decide not to have your order re-delivered. You will only be refunded the cost of the goods less 25% (as above – see Delivery/Shipping information).

No refunds are provided on postage/delivery costs.

In the event that any goods have been damaged in transit, you must report to us as soon as possible or within 2 business days of receiving the goods. Please contact us by phone or email.

If the goods were delivered by Australia Post, please contact them directly to report any transit damage.

Please note that "goods damaged in transit" refers only to products contained within the shipment/postage packaging and not the shipment/postage packaging itself.

Any damaged products to be returned for assessment, must again be authorised prior to sending, and will need to be returned to peasinpods at the customer's expense. Care must also be taken in packing to avoid further damage to the goods being returned, to allow for an accurate assessment and claim.

CONTACT US:

Please contact us by phone or email should you have any particular questions, concerns or requests.

Any comments/feedback would be highly regarded and appreciated, and will assist us in maintaining a quality service that will continue to be valued and utilized by our customers.

We desire to provide you with a wonderful service and product that will add value to your celebration.

Emily – Director of peasinpods

The logo for peasinpods features the word "peasinpods" in a lowercase, hand-drawn style font. The letters are primarily orange, with the "i" and "n" in green. The font has a slightly irregular, artistic feel.

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