



Chrisco Hampers Australia Limited (ABN 41 080 852 535) (from here on in referred to as Chrisco)

## INTRODUCTION AND ADMINISTRATION

### WHY CHOOSE CHRISCO?

Chrisco is a respected and trusted company with an over 40-year history. Our goal is to maintain the highest standards of customer service.

You can be assured of our integrity and we'll stand by our promises to make sure you're happy with your order. You can rest assured that our procedures are tried, tested and proven. That's because we've developed them with advice and continual feedback from our customers over many years.

Chrisco is reliable. We've been operating here in Australia since 1997. The fact that we've been around for so long demonstrates our commitment to service and delivery. We guarantee our products are good quality. We only use brands you know and trust, and will only deal with suppliers who have an established track record for goods of the very highest quality.

### CUSTOMER SERVICE

Our Customer Service Centre is open from 7:00am to 5:00pm AEST weekdays (excluding NSW public holidays) call us on 1800 830 830. If you have any comments or queries, our friendly Customer Service team will be more than happy to help.

We want our customers to be highly satisfied with our products and services. In the event you feel we may have let you down we encourage you to call or email so we can address the problem as soon as possible. The Number is 1800 830 830 or email us at [customer.service@chrisco.com.au](mailto:customer.service@chrisco.com.au).

### MEMBERSHIP NUMBER

Your Membership Number is important. It is the way that we identify you and keep your account up to date. Please write your Membership Number on all letters, include it in the subject line of emails to us and quote your Membership Number when calling the Customer Service team.

### IMPORTANT DATES

All 2020 Catalogues have a final order, change order, and final payment date deadline of October 23, 2020

	Last Order Date	Last Change Date	Final Payment Date
All 2020 Catalogues	Fri 23rd Oct 2020	Fri 23rd Oct 2020	Fri 23rd Oct 2020

## TERMS AND CONDITIONS

### 1. PRODUCTS AND PRICING

While we make every effort to supply you with your chosen products, sometimes stock and suppliers may change.

- Substitutions of goods - Hampers** - Chrisco has the right to make substitutions of any goods for similar products of equal or greater value. If Chrisco substitutes more than 20% of the value of goods in the hamper in this way, Chrisco will notify you. You will then have the right to cancel the agreement and obtain a full refund of the payments you have already made. Our Cancellation policy will not apply.
- Substitutions of goods - Merchandise** - Where a product you have ordered has been discontinued or is no longer available to purchase from our suppliers, Chrisco has the right to make substitutions with a similar product(s) of equal or greater value. If this were to happen, Chrisco will notify you. You will then have the right to cancel the agreement and obtain a full refund of the payments you have already made. Our Cancellation policy will not apply.
- Pricing** - All weekly pricing is rounded up to the nearest 5 cents, excluding gift cards and vouchers. However, you will only ever pay the total of your order. All prices are inclusive of GST, tax and /or duty where applicable.
- Changes in GST, Duty or Fuel** - Should there be any alteration in rates of GST, tax or duty, or any unforeseen product or fuel price increases, Chrisco reserves the right to adjust hamper contents accordingly to cover the costs of the increase. We will cap any decrease in your hamper contents to 20% of the total hamper value. If this were to happen Chrisco will notify you. You will then have the right to cancel the agreement and obtain a full refund of the payments you have already made. Our Cancellation policy will not apply.

### 2. PAYMENTS

Your order requires you to make regular weekly, fortnightly or monthly payments (chosen by you)

- How can I pay for my order?** By Direct Debit, BPay, Cheque or Credit Card.
- What is a Direct Debit Authority?** A Direct Debit Request allows a payment to be automatically deducted from your bank account. By filling out the Direct Debit Request form in this catalogue or on our website, you are authorising Chrisco to debit your payments from your chosen account. At midnight on the day you have chosen (usually your pay day), our bank debits your account electronically.
- Can I stop a Direct Debit payment?** Yes, if you call us by midday the working day before your payment is due, we can stop a payment (Note this means before midday Friday for a Monday payment).
- What happens if I can't keep up my payments?** We understand that circumstances change and if you are not able to keep paying, please call one of our friendly Customer Service team members on 1800 830 830 to discuss your options. See also the Cancellation Policy below.
- Payments on Public Holidays?** Your Direct Debit payment will come out the working day prior to the public holiday. Please note that Chrisco is located in Sydney, therefore we observe all NSW public holidays. If you wish to skip a payment that would land on a public holiday, you will need to let us know before Mid-day on the working day prior. Example: Australia Day 2020 observed on Monday 27th January 2020. Therefore, a payment due on that date would be taken on Friday 24th January 2020. If you needed to skip that payment you would let us know by midday Thursday 23rd January 2020.
- Skipped or Missed Payments?** We'll automatically recalculate which will slightly increase your future payments so that your order is fully paid by Friday 23rd October 2020. We reserve the right to reduce your order in proportion to your missed payments (this may result in items being removed from your order) or to cancel your order should your payments fall too far behind. If this is necessary, our Cancellation Policy (set out below) will apply.
- Will I be charged if a payment dishonour?** Your bank, Credit Union or Building Society may charge you a fee. Chrisco will charge you a small administration fee of \$3.50 to cover charges we incur as a result of the dishonour.

### 3. CANCELLATION POLICY

#### (ALL ORDERS INCLUDING CONFIRMED HEADSTART PLAN ORDERS)

- HeadStart Cancellation** - HeadStart plans can be cancelled at any time and HeadStart Plan payments are fully refundable, until you convert your payments into an order or confirm an order placed for you - for more information see HeadStart Plan details below.
- Order Cancellation** - You may cancel your order at any time prior to the delivery of your goods. If you cancel your order within 21 days of the date of your original order confirmation (Cooling Off Period), there will be no cancellation fee.
- After the Cooling Off Period**, Chrisco will charge you a cancellation fee as follows:
  - prior to 1 August:** 20% of monies paid at the cancellation date (up to a maximum cancellation fee of \$200)
  - after 1 August:** 50% of monies paid at the cancellation date (up to a maximum cancellation fee of \$500)
- Personalised Items** - Cancellation fees will be incurred on all personalised items if manufacturing has commenced.

### 4. REFUND POLICY

- Headstart Plan payments** are fully refundable, until you convert your payments into an order or confirm an order that was placed for you
- For Security reasons**, refunds can only be applied to the account from which the funds were received. Therefore;
  - Direct Debits payments can only be refunded directly to the bank account originally charged
  - Credit Cards payments can only be refunded to the credit card originally charged
  - Cheque payments can only be refunded by cheque, made payable to the original payer
  - BPay payments can only be refunded by cheque, made payable to the original payer

### 5. HEADSTART PLAN

#### 5.1 What is a HeadStart Plan?

A HeadStart Plan allows you to make payments towards next year's order, while giving you time to decide exactly which products you want to choose. Once your 2020 order is fully paid, a HeadStart Plan for 2021 will automatically be created for you and your payments will continue (for the same amount as your second to last payment for your 2020 order), unless you instruct us otherwise (see Opting Out below).

#### 5.2 What will my payments be under a HeadStart Plan?

We calculate your HeadStart Plan payments using your second to last order payment amount, or the specific amount directed by you. We will write to you to confirm the amount and other details of your HeadStart Plan payments prior to commencing your payments.

#### 5.3 Are my payments refundable?

Payments under your HeadStart Plan are fully refundable unless you convert them into an order. Once payments under your HeadStart Plan are converted into an order, Chrisco's Cancellation Policy will apply to your order (see below for details).

#### 5.4 What if I don't convert my HeadStart Plan into an order?

If you have not converted your HeadStart Plan into an order by March 15th, Chrisco will automatically place an order for you for goods of a similar value to your current years order (unless you tell us not to do this). Order that are placed by Chrisco are fully refundable until you confirm your order. Once you confirm your order, Chrisco's Cancellation Policy will apply.

#### 5.5 If you continue to make BPay (or other automatic payments) after your 2020 order is fully paid, and you have not checked the red box at the bottom of your order form or told us you do not wish to participate, you will be automatically enrolled in our HeadStart Plan for 2021 (see HeadStart Plan terms below including terms for refunding your money or payment towards your 2021 order). Payments under your HeadStart Plan are fully refundable until you convert them into an order. (See our Refund Policy)

#### 5.6 How do I opt out of a HeadStart Plan?

If you do not intend to use the HeadStart Plan for 2021, please (1) cancel your Automatic Payment to us once your order for 2020 is fully paid and (2) Please either check the red box at the bottom of your order form, or tell us that you do not wish to participate in the HeadStart Plan. You can call us at 1800 830 830

#### 5.7 Free Gift: to give you an extra helping hand, Chrisco will give a free gift to any customer whose HeadStart Plan is converted into an order and that order is fully paid. (Limit one free gift per customer per year).

#### 5.8 Contacting You; we will try to contact you to get your instruction on any continuing payments, but we need to get hold of you to do this: see the "CONTACTING YOU" section below.

### 6. CONTACTING YOU

- Contact Details** - We may have to contact you during the year regarding your order. To ensure that we always have your most recent and accurate contact details, please contact us to update your contact details promptly if those details change. We will take reasonable efforts to contact you. However, if you have not updated your contact details and we cannot get hold of you we reserve the right to recoup the reasonable costs we incur in trying to find you. You agree that if we must do this, then we may deduct those costs from your credit balance.
- Inactive Active Accounts** - If we cannot get hold of you to get your instructions to apply or refund a credit balance that is greater than six months old and less than \$25 in value (an Inactive Account) we may charge you an administration fee of up to \$25 which will be deducted from the balance of the account. As long as your last transaction with us was in the last two years, if we later manage to find you, or you contact us, then we will restore your credit balance (including the administration fee).

### 7. DELIVERY, PROCESSING, PACKING AND ADMINISTRATION

- Package and administration fee** - a fee of \$9.95 is applicable per Home & Living Order (excludes gift cards, vouchers, food & beverage hampers).
- Heavy Items** - Hampers with a Heavy Icon are subject to a \$50 delivery surcharge per Hamper, to a maximum of \$150 per delivery address. We will inform you of all delivery charges when we confirm your order and payment details.
- GIFT CARD & VOUCHER FEES**
  - Processing & Handling Fee** - Physical Gift Cards, eCards and Vouchers are subject to \$5 per Card/Voucher processing fee (reflected already in the price of the hamper).
  - Delivery Fee** - Physical Gift Cards and Vouchers are subject to a delivery fee of \$8 per delivery address. They are sent via Australia Post signature required. Exempt from Delivery Fee are eCards and eVouchers as they are sent or retrieved via electronic means only.
  - Signature Required** - Gift cards and vouchers sent via signature required post and must be signed for on delivery.

**7.3.4 Delivery Date** - Gift cards and Vouchers will be delivered no later than the first week of December in plenty of time for your Christmas shopping.

**7.3.5 Other Gift Card Conditions** - Physical and electronic gift cards and vouchers are not redeemable for cash and cannot be used to pay off store accounts or finance agreements. No change will be given. Once issued, if lost, stolen or destroyed they cannot be replaced or refunded. **For full terms and conditions visit the respective retailer's website.**

**7.4 DELIVERY** - All deliveries are made from November to mid-December, unless stipulated otherwise. We'll send you a delivery or pick up advice closer to the time to advise your delivery details. If you order multiple items, you may receive your items over multiple days. We recommend you put frozen products into your freezer as soon as you receive them. If you cannot be home to accept delivery, please plan with friends or neighbours to accept it for you. **If you are not home and no arrangements have been made for someone to accept it for you, we may leave your item at your delivery address, including but not limited to where you have instructed us to do so, or we may return the item to our depot and either try to deliver again later or require you to collect it from our depot.'**

**7.5 ON FORWARDING FREIGHT CHARGES** - Deliveries to islands or some remote communities may incur an on-forwarding freight charge depending on the postcode. Details can be obtained when placing your order, or see also the Delivery - On-forwarding Freight Charge section of the Terms & Conditions of Purchase online at [www.chrisco.com.au/Help/#tab=shipping](http://www.chrisco.com.au/Help/#tab=shipping)

**7.6 CHANGE OF ADDRESS** - Should your delivery address change, please inform Chrisco immediately. If a delivery address is changed after the 23rd October 2020, Chrisco reserves the right to charge an administration fee.

**7.7 DEPOT COLLECTIONS** - If you have set your order as a pick up at a depot, or you live in an area that requires a pick up only, then your delivery date is the date you should plan to pick up your order from the depot. Your Delivery or Pick up Advice will include details of your pick-up date and location. If you fail to pick up your order on the date specified, a Chrisco representative will attempt to contact you (up to 3 times either via Phone, Email, SMS or Mail). If we have been unable to contact you within 3 business days, any perishable food will be donated to a local charity in your name, and Chrisco is not required to refund you the cost of such items.

**7.8 NON-PERISHABLE HAMPERS** - will remain at the depot for up to 20 business days. If we are still unable to contact you after 20 business days Chrisco will consider this order fulfilled and abandoned, and Chrisco is not required to refund you the cost of such items.

**7.9 RURAL DELIVERY OR PICK UP** - If you live in or move to a remote rural area, we may ask you to collect your order from a local pick-up point and some very remote areas may not be within our courier delivery range. Please check this when you order. See also the Delivery - Rural section of the Terms & Conditions of Purchase online at [www.chrisco.com.au/TermsAndConditions/#tab=purchase](http://www.chrisco.com.au/TermsAndConditions/#tab=purchase)

**7.10 DISCLAIMER** - While every effort is made to deliver on the intended delivery date, Chrisco is not liable for any loss resulting from delay due to the customer's failure to fulfill the customer's obligations as outlined or for any other reason beyond the control of Chrisco (and/or its staff). Chrisco is not liable for any loss resulting from a contracted party's failure to deliver as advised.

### 8. ALCOHOL AND LIQUOR

In accordance with liquor licensing legislation, customers who purchase hampers containing alcohol must be over the age of 18 years at the time of order. Proof of identity and age will be required.

### 9. RETURNS

Due to the perishable nature of our goods, we are unable to accept any Chrisco Hamper returns except as required under the Australian Consumer Law (<http://consumerlaw.gov.au/the-australian-consumer-law/legislation/>). We will gladly replace items or reimburse you should a product be damaged in transit and in accordance with our legal responsibilities as a merchant. We are unable to accept returns for other reasons, such as if you have changed your mind, or have made an incorrect choice about the product and no longer wish to keep it.

### 10. WARRANTIES AND LIABILITIES

Nothing in these Terms and Conditions is intended to exclude, restrict or modify your rights under the Australian Consumer Law and any consumer guarantees relating to goods or services under the Australian Consumer Law, which may not be excluded, restricted or modified by agreement (Your Consumer Rights) Subject to Your Consumer Rights, all representations, terms, warranties, guarantees, or conditions whether implied by statute, common law or custom of trade or otherwise are excluded to the fullest extent permitted by law. You are responsible for using all necessary skill and care in handling, storage and preparation of goods delivered to you.

### 11. SAFETY AND COUNCIL REGULATIONS

**11.1 Go Karts and ATVs** - In the interests of safety, we recommend that Go Karts and ATVs are assembled by a professional mechanic. For motorised products a motorbike helmet must always be worn, and children must be supervised by an adult. These items are intended for off road use only. Consult your local council or authority for advice on use and applicable regulations.

**11.2 Outdoor Equipment, Swimming Pools and Spas** - We recommend you contact your local council for outdoor equipment, swimming pool and spa safety and water use regulations.

### 12. CATALOGUE

**12.1 Errors & Omissions** - All efforts have been made to check for errors and omissions in typography and photography. However, inadvertent errors may occur for which Chrisco will not be responsible. Product images are for illustrative purposes only. Your statutory rights under Australian Consumer Law are not affected <http://consumerlaw.gov.au/consumers-and-acd>

**12.2 Catalogue publication:** October 2019. Copyright© 2019. Chrisco Hampers Australia Limited. All rights reserved. No part of this catalogue may be reproduced or transmitted in any form or by any means electronic or mechanical, including photocopying, recording or by any information storage and retrieval system, without prior permission from Chrisco in writing. There will be no contract between Chrisco and a customer until Chrisco issues a notice confirming the customer's order. Each contract is governed by the law of the state or territory in which the customer resides except for residents of the ACT whose contracts will be governed by the law of NSW.

### 13. PRIVACY POLICY

For a detailed copy of the Chrisco Hampers Australia Privacy Policy please refer to our website [www.chrisco.com.au/PrivacyPolicy/](http://www.chrisco.com.au/PrivacyPolicy/)

### 14. ONLINE TERMS AND CONDITIONS

You can also view a copy of these Terms and Conditions at [www.chrisco.com.au/TermsAndConditions/#tab=purchase](http://www.chrisco.com.au/TermsAndConditions/#tab=purchase)

**Important Date to Remember:** all prices are based on a 52 week payment plan. Final payment date is **Friday 23rd October 2020.**

# How to Order (by mail, scan or fax)

Just follow these simple steps when filling in your Order Form:

- Membership Details**  
Tick  the relevant box and write your Membership Number if you have one. If you don't have one, a number will be assigned to you.
- Mailing Address**  
Fill out your full name and address details, including your email address.
- Delivery Address**  
Complete delivery address details if different from mailing address.
- Contact Details**  
Please provide at least two ways to contact you (eg: mobile and email).
- Hamper Order Details**  
Write the details of the hampers that you want: Code, Hamper /Item Description, Size (if applicable), Quantity and Price. Total up your order and write the total amount in the box provided. Visit our website at [www.chrisco.com.au](http://www.chrisco.com.au) for our Payment Calculator (located at the bottom of the web page) that will help you work out what your weekly payments will be.
- Signature Required**  
Print and sign your name and fill in the date.
- Gift Order**  
Tick  the box at the bottom of the Order Form and write your own details on the main Order Form. One of our friendly customer service representatives will then contact you for the receiver's delivery address details and the message you would like to include.
- Payment Details**  
Nominate your payment start date, payment frequency and payment day.
- Direct Debit Request**  
If you're new to Chrisco please complete the Direct Debit Request to secure your order. We need your bank account number, not your EFTPOS card number. Don't worry if your account has fewer numbers than the spaces provided - this is different for each bank.

- \$50 delivery fee per hamper, to a maximum of \$150 per delivery address is applicable.
- \$8 delivery fee per delivery address is applicable.
- Products require assembly.
- Liquor Act 2007: It is against the law to sell or supply alcohol to, or obtain alcohol on behalf of a person under the age of 18 years. Licence No. 24005030.
- Warning - Under the Liquor Control Reform Act 1998 it is an offence to:
  - Supply alcohol to a person under the age of 18 years (Penalty exceeds \$6000)
  - For a person under the age of 18 years to purchase or receive liquor (Penalty exceeds \$500). Licence No. 36084921
- All frozen products are delivered in insulated cartons. Place in freezer upon delivery.
- A motorbike standard helmet must be worn.
- A standard helmet must be worn.
- Item to be picked up from the dealer.
- Although we make every effort to show our products in their original colours, due to photography, actual colours may vary.

**Earn \$50 off your order, and \$50 off your friend's!**

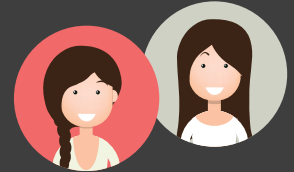
Did you know that by referring your friends and family to Chrisco you could both save money off your next order?

For every qualifying friend\* that you refer who places a qualifying order\* with Chrisco, you'll get \$50 off your next order and your friend will get \$50 off too!

To refer a friend just hop online to [www.chrisco.com.au/referafriend](http://www.chrisco.com.au/referafriend) and create your very own link to share. Just email this to your friends and family and if they click the link and place a qualifying order, you'll both get \$50 credit to your account in October 2020.

\*Terms and conditions apply. See [www.chrisco.com.au/referafriend](http://www.chrisco.com.au/referafriend) for full terms and conditions.

**Refer a friend and you'll both get a \$50 credit!**



## 5 easy ways to place your order

**PHONE**  
1800 830 830



**SCAN & SEND**  
[order@chrisco.com.au](mailto:order@chrisco.com.au)



**WEB**  
[www.chrisco.com.au](http://www.chrisco.com.au)



**FAX**  
1800 61 61 61



**MAIL**  
Chrisco  
Reply Paid 88158  
Wetherill Park BC  
NSW 2164



### 8. PAYMENT DETAILS - DIRECT DEBIT - PLEASE DEBIT MY BANK ACCOUNT AS FOLLOWS:

Date for payments to start - Please put your next pay date so we can work out when to Debit your account.

/  / 
 WEEKLY
  FORTNIGHTLY
  MONTHLY

All Direct Debits are deducted on the evening of the day ticked.
  Monday
  Tuesday
  Wednesday
  Thursday
  Friday

We'll write to confirm your payment start date and your payment amount.

- General information regarding the details of the debit arrangements between Chrisco and the customer are contained on the Direct Debit Request (DDR) form.
- Chrisco will give notice to the Customer if it proposes to vary any of the direct debit arrangements.
- In the event of a customer requesting a deferment, or alteration to the DDR arrangement, such request must be made to Chrisco by telephone no less than 24 hours before the proposed DDR arrangement is to be executed.
- Any requests to stop a DDR arrangement temporarily or cancel a DDR should be made direct to Chrisco in the first instance. Chrisco will then make the necessary adjustments to the DDR arrangement.
- In the event of a dispute by a customer in relation to the DDR, the dispute must be made, in the first instance directly to Chrisco. Chrisco will then respond to a request in writing within 14 days. Chrisco will then make the necessary adjustments or take the necessary action to rectify the situation. If the above parties cannot resolve the dispute, the customer reserves the right to escalate the dispute to the Sponsor Financial Institution.
- Direct debiting through the bulk electronic clearing system (BECS) is not available on all bank accounts.
- The customer is advised to check account details against a recent bank statement to ascertain if the bank account is available for direct debits. If uncertain, it is advisable to check with the Financial Institution before completing the DDR.
- It is the responsibility of the customer to have sufficient clear funds available in the relevant account by the due date to permit the payment of debit items initiated in accordance with the relevant DDR.
- Your Direct Debit payment will come out the working day prior to the public holiday. Please note that Chrisco is located in Sydney, therefore we observe all NSW public holidays. If you wish to skip a payment that would land on a public holiday, you will need to let us know before midday on the working day prior. Example: Australia Day 2020 observed on Monday 27th January 2020. Therefore a payment due on that date would be taken on Friday 24th January 2020. If you needed to skip that payment you would let us know by midday Thursday 23rd January 2020.
- When a DDR item is returned as unpaid to Chrisco by a Financial Institution, the fees incurred by Chrisco will be borne by the customer. Chrisco will not attempt to access a customer's account again under the provisions of the DDR until such time as there is notification to the customer as to the next DDR attempt.
- Chrisco will not divulge any information to any external parties regarding a customer's records and account details without the customer's prior written consent. However, the Bank may require such information to be provided in connection with a claim made on it relating to an incorrect or wrongful debit.

### 9. DIRECT DEBIT DETAILS

Please tick appropriate box.

- I already have a Direct Debit for Chrisco and I haven't cancelled it so I don't need to fill out the form below.
- I have completed and signed the Direct Debit Request below for Chrisco and completed step 8 for Payment Details.

## Direct Debit Requests - Service Agreement (This service agreement is made between Chrisco Hampers Australia and the Customer)

PLEASE RETURN COMPLETE FORM. DO NOT REMOVE THIS SECTION

**Direct Debit Request**

**Customer's Authority** (First and last name of Customer(s) giving Direct Debit Request)  Membership No.

I/We  (name of customer(s) giving DDR) authorise you

Chrisco Hampers Australia Limited 228318 to arrange for funds to be debited from my/our account at the financial institution identified below and as prescribed below through the Bulk Electronic Clearing System (BECS). This authorisation is to remain in force in accordance with the terms described in the service agreement.

**Chrisco Hampers DDR Service Agreement**

Signature  Date  /  /

Signature  Date  /  /

**Details of the account to be debited** (All details must be supplied, as they appear on your bank account.)

Name of Bank/Credit Union/Building Society

Branch Name

Account Name

BSB Number  -  Account Number

▲ NOT your ATM Card Number. Please check your bank statements.

Chrisco Phone: 1800 830 830 Fax: 1800 61 61 61 See above for the Chrisco Hampers DDR Service Agreement

