

Call 1800 830 830 | Fax 1800 61 61 61 | Web www.chrisco.com.au | Scan & send order@chrisco.com.au

You can mail, scan & send, fax, phone or complete your order online.
Mail: Chrisco, Reply Paid 88158 Wetherill Park BC, NSW 2164 (no stamp required).

4. DELIVERY ADDRESS
(Use this only if your delivery address is different to your mailing address)

1. AGENT'S MEMBER NO.					<div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div>					Unit/Flat #				House #					
2. YOUR MEMBER NO.					<div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div>					Street Name									
<div></div> I am a new member					<div></div> I am an existing member					Address 2									
3. MAILING ADDRESS										Suburb									
Salutation		Ms		Mrs		Miss		Mr		State				Postcode					
First Name										SPECIAL DELIVERY INSTRUCTIONS (ie. RMBs, Lot No's or Leave in Garage/Verandah)									
Last Name																			
Date of Birth		/ /																	
Unit/Flat #				House #				5. CONTACT DETAILS (please provide at least 2 types of contact details)											
Street Name										Telephone (home)									
Address 2										Telephone (work)									
Suburb										Mobile									
State				Postcode				Email											

6. ORDER DETAILS

CODE	DESCRIPTION	QTY	PRICE	TOTAL PRICE
<div><div></div><div>7099</div></div>	BREVILLE THE KITCHEN WIZZ <div>EXAMPLE ONLY</div>	<div><div>01</div></div>	<div>\$</div> <div><div>569</div><div>40</div></div>	<div>\$</div> <div><div>569</div><div>40</div></div>
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Start a HeadStart Plan and get a head start!

If you tick the red box below, a **HeadStart Plan** for 2022 will be created for you and will commence once your 2021 order is fully paid. A HeadStart Plan allows you to make payments towards next year's order, while giving you time to decide exactly which products you want. Your HeadStart Plan amount is based on your second to last payment of your 2021 Order, or a specific amount as directed by you. A HeadStart Plan is fully refundable unless and until you convert it to an order or confirm an order placed by Chrisco on your behalf. See Section 5 **HeadStart Plan** of our full Terms and Conditions: <https://www.chrisco.com.au/GeneralTermsandConditions/>

Is this order a gift?

For an order which is a gift for family or friends please tick the box below. If ticked, one of our friendly Customer Service team will contact you for the receiver's delivery address information and the message you would like to include.

\$

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Add up total order value
Thank you for your order.

☐ You can choose to have a Headstart Plan by ticking this box.

☐ This order is a gift. Please contact me for delivery information.

I am 18 years or over. I have read, understand and accept the Terms and Conditions in the Catalogue. Signature required, please print and sign below.

Name _____ Signature _____ Date ____/____/____

Need help ordering? Call us on 1800 830 830

Please turn to page 3 to complete your Direct Debit and payment details >>>

CONTACT US

Our Customer Service Centre is open from 7:00am to 5:00pm AEST weekdays (excluding NSW public holidays).



Phone
1800 830 830



Online
www.chrisco.com.au/ContactUs/



Email
cs@chrisco.com.au



Mail
Reply Paid 88158
Wetherill Park BC
NSW 2164

IMPORTANT DATES

All Chrisco Catalogues have a Final Order, Change Order, and Final Payment Date as set out throughout our Catalogues, on our website and our Order Forms.

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

TERMS AND CONDITIONS

1. PRODUCTS, SUBSTITUTIONS AND PRICING

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

- 11 **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.

- 12 **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.

- 13 **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.

- 14 **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).

- 21 **How can I pay for my order?** By Direct Debit, BPay, Cheque or Credit Card.
22 **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 (**Direct Debit Authority**). At midnight on the day you have chosen (usually your pay day), our bank debits your account electronically.

- 23 **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).

- 24 **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 **Contact Us** to discuss your options. See also the **Cancellation Policy**.

- 25 **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 midday on the working day prior. Example: where a public holiday falls on a Monday, your payments will be taken out the Friday prior, and if you needed to skip that payment, you would let us know by midday Thursday prior.

- 26 **Skipped or Missed Payments?**

a. If you skip or miss payments, your future payments will increase slightly, as the amount of your missed payment(s) is spread over your future payments, so that your order is fully paid by **Final Payment Date**. We will give you notice of the recalculated future payment amount, as soon as possible before your next payment date, being the payment following the payment which you skipped or missed.

b. 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** Section 3 will apply. See also Section 6, **Contacting You**.

- 27 **Will I be charged if a payment dishonours?** 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

- 31 **HeadStart Cancellation** – HeadStart Plans can be cancelled at any time, without a cancellation fee, unless and until you convert your HeadStart Plan into an order or confirm an order placed on your behalf by Chrisco, after which 3.2 to 3.4 will apply.

- 32 **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.

- 33 **After the Cooling Off Period**, Chrisco will charge you a cancellation fee as follows (except in respect of Personalised Items (see clause 3.4)):

- 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)

- 34 **Personalised Items** – Depending on the value of your order, a cancellation fee may be incurred on personalised items if manufacturing has commenced and the order is cancelled after the Cooling Off Period.

4. REFUND POLICY

- 41 **HeadStart Plan** payments are fully refundable, unless and until you convert your payments into an order or you confirm an order that has been placed on your behalf (in accordance with clause 5.7), after which clauses 3.2, 3.3 and 3.4 of the Cancellation Policy will apply to your order. If you do not confirm an order placed by Chrisco on your behalf, payments will continue to be fully refundable (even after delivery) upon the return of the goods to Chrisco.

- 42 **For security reasons**, refunds can only be applied to the account from which the funds were received. Therefore:

- a. Direct Debits payments can only be refunded directly to the bank account originally

charged.

- b. Credit Card payments can only be refunded to the credit card originally charged,
- c. Cheque payments can only be refunded by cheque, made payable to the original payer,
- d. BPay payments can only be refunded by cheque, made payable to the original payer.

5. HEADSTART PLAN

- 51 **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.

- 52 **Why do Chrisco customers choose the HeadStart Plan program?**

Chrisco customers choose to contribute to a HeadStart Plan as it allows them to manage their weekly budget in preparation for Christmas, by allowing them to spread their payments over a longer period. **For example: You have a \$500 budget and are not sure what you want to purchase. By starting a HeadStart plan with 52 weeks to pay, your payment would be \$9.61 per week, whereas if you order with 40 weeks to pay your payment would be \$12.50 per week.** The longer the period over which the payments are spread, the easier it is to manage the weekly budget.

- 53 **How do I start a HeadStart Plan?**

- a. Contact Chrisco's Customer Service Team (see details in **Contact Us**) and advise us that you wish to participate in a HeadStart Plan, or
- b. Register online at www.chrisco.com.au/headstartplan, or
- c. Opt-in via an order form in the catalogue or online and mail or scan and email the order form (see details in **Contact Us**).

We will contact you and ask you to confirm whether you wish to continue on a HeadStart Plan in subsequent years. If you confirm your ongoing participation in a subsequent HeadStart Plan, you will then commence on a new HeadStart Plan in the relevant year in accordance with these Terms & Conditions.

- 54 **What will my payments be under a HeadStart Plan?**

If you are commencing your first HeadStart Plan, your payments will be the amount you agree to pay us. If you are commencing a subsequent HeadStart Plan, we will calculate your payments using your second to last order payment amount for your previous year's order, or another specific amount as directed by you. We will contact you and seek your confirmation of the amount and other details of your HeadStart Plan payments prior to commencing your new HeadStart Plan, in accordance with clause 5.3.

- 55 **Are my payments refundable?**

Payments under your HeadStart Plan are fully refundable unless and until you convert them into an order or confirm an order made on your behalf by Chrisco (see clause 5.7). If you convert your HeadStart Plan into an order, Chrisco's Cancellation Policy will apply to your order (see section 3). If you do not confirm an order placed by Chrisco on your behalf, payments will continue to be fully refundable (even after delivery) upon the return of the goods to Chrisco.

- 56 **Converting your HeadStart Plan into an order**

You can convert your HeadStart Plan into an order by placing an order through one of Chrisco's catalogues and submitting an order form by post, email or by phone. Once you convert your HeadStart Plan into an order, Chrisco's Cancellation Policy will apply (see section 3).

- 57 **What if I don't convert my HeadStart Plan into an order?**

If you have not converted your HeadStart Plan into an order by **15 March**, Chrisco will place an order for you on your behalf (unless you tell us not to do this in accordance with clause 5.8) for goods which:

- a. for continuing Chrisco customers, will be of a similar value to your last order; or
- b. for new customers, will be of a value equal to the total value of your HeadStart Plan payments in that year, which may be based on the minimum order value that applied to a HeadStart Plan promotional offer accepted by you.

You will receive an email or letter notifying you of the order that has been placed on your behalf. You will be asked to confirm the order, after which Chrisco's Cancellation Policy will apply to the confirmed order. If you do not confirm an order placed by Chrisco on your behalf, payments will continue to be fully refundable (even after delivery) upon the return of the goods to Chrisco.

- 58 **What if I don't want Chrisco to convert my HeadStart Plan into an order?**

If you do not wish for Chrisco to make an order on your behalf using your HeadStart Plan payments, you can let us know at any time, by contacting Chrisco's Customer Service Team (see details in **Contact Us**). If, by the time you contact us, Chrisco has already placed an order on your behalf, you will be refunded in full for that order, in accordance with clause 4.1 of the Refund Policy.

- 59 **How do I cancel my HeadStart Plan?**

If you have changed your mind and do not wish to participate in the HeadStart Plan, please contact Chrisco's Customer Service Team (see details in **Contact Us**). Once your cancellation is confirmed, your HeadStart Plan will be cancelled and all payments made by you will be refunded, subject to our Cancellation Policy and Refund Policy.

- 510 **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 that is fully paid, with a limit of one free gift per customer, per year. The free gift will be delivered to you by mail with the Toy & Gift Catalogue in December.

6. CONTACTING YOU

- 61 **Contact Details** – We may have to contact you during the year regarding your order, payments or HeadStart Plan. 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 make reasonable efforts to contact you. However, if you have not updated your contact details and we cannot get hold of you despite our reasonable efforts, 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.

- 62 **Inactive 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**) then we reserve the right not to refund you the amount. 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

- 71 **Package and administration fee** – a fee of \$9.95 is applicable per Home & Living Order (excludes Gift Cards, Vouchers, Food & Beverage hampers).

- 72 **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.

- 73 **GIFT CARD & VOUCHER FEES**

- 73.1 **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).

- 73.2 **Delivery Fee** – Physical Gift Cards and Vouchers are subject to a delivery fee of \$8 per delivery address. eCards and eVouchers are exempt from delivery fee as they are sent or retrieved via electronic means only.

- 73.3 **Signature Required** – Gift Cards and Vouchers are sent via signature-required post

and must be signed for on delivery.

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

- 73.5 **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.**

- 74 **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 at the delivery time advised, 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.**

- 75 **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 Delivery – Onforwarding Freight Charge section of the Terms & Conditions of Purchase online at www.chrisco.com.au/Delivery.

- 76 **Change of address** – Should your delivery address change, please inform Chrisco immediately. If a delivery address is changed after the **Final Payment Date**, Chrisco reserves the right to charge an administration fee.

- 77 **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, Chrisco 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.

- 78 **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. For more information on our Cancellation Policy please see Cancellation Policy section of the Terms & Conditions.

- 79 **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/Delivery.

- 710 **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 fulfil 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 at the time of making the order and upon delivery.

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 (www.consumerlaw.gov.au/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. We will however provide you with a full refund for any hamper you decide to return, and which was ordered by Chrisco on your behalf, in accordance with clauses 4.1, 5.7 and 5.8.

10. WARRANTIES AND LIABILITIES

Nothing in these Terms & 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 otherwise 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 once 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 ATV's 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 returned 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 www.consumerlaw.gov.au/consumers-and-acl.

- 12.2 **Catalogue publication:** Copyright © 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/.

14. ONLINE TERMS AND CONDITIONS

You can also view a copy of these Terms and Conditions at: <https://www.chrisco.com.au/GeneralTermsandConditions/>.

IMPORTANT INFORMATION: Final payment date is Friday 22 October 2021.