

CONTACT US

Our Customer Service Centre is open from 8:00am to 4:00pm AEST weekdays (excluding NSW public holidays). If you have any comments or queries, our friendly team will be more than happy to help. We can be reached by:

Phone 1800 830 830

Email cs@chrisco.com.au

Mail Chrisco Reply Paid 88158 Wetherill Park BC NSW 2164

Online www.chrisco.com.au/ContactUs/

HOW TO ORDER

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, one will be assigned to you.
- Mailing Address** Fill out your full name and address details.
- 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).
- Gift Order** Tick ✓ the box on the Gift Order part of the order form and write the person's name, address and message, who is to receive the gift.
- Order Details** Write the details of the hampers that you want: *Code, Hamper, Item Description, Size (if applicable), Quantity, Price, Administration and/or Heavy Fees.* Total up your order and write the total amount in the box provided. Visit our website at www.chrisco.com.au for our Budget Calculator (located on the header banner of the web page and at the bottom under Shop) that will help you work out what your weekly payments will be.
- HeadStart Plan** You can choose to have a HeadStart Plan by ticking ✓ the red box.
- Promotional Consent** Tick ✓ your consent options, or tick ✓ NO for opting out of receiving promotional material.
- Signature Required** Print and sign your name and fill in the date.
- Payment Details** Nominate your payment start date, payment frequency and payment day.
- Direct Debit Request** If you are new to Chrisco please complete the Direct Debit Request to place 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.



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!

Hop online at www.chrisco.com.au/referafriend for more details.

[†] Terms and Conditions apply.

Refer a Friend and you could both get a \$50[†] credit!

10. PAYMENT DETAILS – DIRECT DEBIT – PLEASE DEBIT MY BANK ACCOUNT AS FOLLOWS:

Date for payments to start:

Please insert the date you would like us to debit your account.

□□ / □□ / □□□□

WEEKLY FORTNIGHTLY MONTHLY
 MONDAY TUESDAY WEDNESDAY THURSDAY FRIDAY

All Direct Debits are deducted from 4pm on the day ticked. We'll write to confirm payment start date and amount.

11. DIRECT DEBIT REQUEST (DDR)

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.

- 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 one working day 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's 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.
- For 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.
- 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.

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

PLEASE RETURN COMPLETED FORM

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 Ltd 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 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.



Phone: 1800 830 830

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IMPORTANT DATES

All Chriscos Catalogues have a **Final Payment Date (this date is also the Final Order or Change Order Date)**, as set out throughout our Catalogues, on our website and our Order Forms.

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

TERMS AND CONDITIONS

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

1. PRODUCTS, SUBSTITUTIONS AND PRICING

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

- Substitutions of goods - Hampers** - Chriscos has the right to make substitutions of any goods for similar products of equal or greater value. If Chriscos substitutes more than 20% of the value of goods in the hamper in this way, Chriscos 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 (section 3) 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, Chriscos has the right to make substitutions with a similar product(s) of equal or greater value. If this were to happen, Chriscos 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 (section 3) will not apply.
- Pricing** - All weekly pricing is rounded up to the nearest 5 cents, excluding Gift Cards. 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, Chriscos 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 Chriscos 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 (section 3) 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 Request?** A Direct Debit Request authorises 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, or over the phone, you are authorising Chriscos to debit your payments from your chosen account (Direct Debit Request). At approx 4pm 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, Contact Us to discuss your options. See Cancellation Policy (section 3).
- Payments on Public Holidays?** Your Direct Debit payment will come out the working day prior to the public holiday. Please note that Chriscos 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 on the Friday prior, and if you needed to skip that payment, you would let us know by midday Thursday prior.
- Skipped or Missed Payments?**
 - 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.
 - 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 **Contacting You** (section 6).
- Will I be charged if a payment dishonour?** Your bank, Credit Union or Building Society may charge you a fee. Chriscos will charge you a small administration fee of \$3.80 to cover costs we incur as a result of the dishonour.

3. CANCELLATION POLICY

- 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 Chriscos, after which 3.2 to 3.3 will apply. (For further information about the HeadStart Plan (section 5))
- 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** - Chriscos 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)

4. REFUND POLICY

- 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 5.6), after which clauses 3.2 to 3.3 of the Cancellation Policy will apply to your order. If you do not confirm an order placed by Chriscos on your behalf, payments will continue to be fully refundable (even after delivery) upon the return of the goods to Chriscos. (For further information about the HeadStart Plan see section 5).

- For security reasons** - Refunds can only be applied to the account from which the funds were received. If your account has changed, you may be required to provide proof of your accounts or be subject to additional security questions. Therefore:
 - Direct Debit payments can only be refunded directly to the bank account originally charged.
 - Credit Card payments can only be refunded to the credit card originally charged.
 - BPay or Cheque payments can only be refunded by direct credit to your verified bank account.

5. HEADSTART PLAN

- What is a HeadStart Plan?** A HeadStart Plan allows you to make payments towards next year's order, while giving you time to decide which products you want to choose.
- How do I start a HeadStart Plan?**
 - Contact Chriscos's Customer Service Team (see details in **Contact Us**) and advise us that you wish to participate in a HeadStart Plan, or
 - Create your own HeadStart Plan at www.chriscos.com.au/headstartcreate, or
 - Opt-in via an order form in the catalogue by post, or when ordering online, 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 recommence on a new HeadStart Plan in the relevant year in accordance with these Terms and Conditions. For more information see www.chriscos.com.au/headstartplan

- 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 order value amount for your previous year's order divided by payment frequency, or another specific amount as directed by you.
- 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 Chriscos (see clause 5.6). If you convert your HeadStart Plan into an order, Chriscos's Cancellation Policy will apply to your order (see section 3). If you do not confirm an order placed by Chriscos on your behalf, payments will continue to be fully refundable (even after delivery) upon the return of the goods to Chriscos.
- Converting your HeadStart Plan into an order** - You can convert your HeadStart Plan into an order by placing an order through one of Chriscos's catalogues and submitting an order form by post, online, email or by phone. Once you convert your HeadStart Plan into an order, Chriscos's Cancellation Policy (section 3) will apply.
- What if I don't convert my HeadStart Plan into an order?** If you have not converted your HeadStart Plan into an order by 1 March, Chriscos will place an order for you on your behalf (unless you tell us not to do this in accordance with clause 5.7) for goods which:
 - for continuing Chriscos customers, will be of a similar value to your last order; or
 - 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 Chriscos's Cancellation Policy (section 3) will apply to the confirmed order. If you do not confirm an order placed by Chriscos on your behalf, payments will continue to be fully refundable (even after delivery) upon the return of the goods to Chriscos.

- What if I don't want Chriscos to convert my HeadStart Plan into an order?** If you do not wish for Chriscos to make an order on your behalf using your HeadStart Plan payments, you can let us know at any time, by contacting Chriscos's Customer Service Team (see details in **Contact Us**). If, by the time you contact us, Chriscos 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.
- How do I cancel my HeadStart Plan?** If you have changed your mind and do not wish to participate in the HeadStart Plan, contact Chriscos'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 (section 3) and Refund Policy (section 4).
- Free Gift** - Chriscos will give a free gift to any customer whose HeadStart Plan is converted into an order and that order is fully paid, with a limit of one free gift per customer, per year. It will be delivered to you by mail with the Toy & Gift Catalogue in December.

6. CONTACTING YOU

- 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 (maximum \$37.50 per annum) from your credit balance.
- 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 \$3750 in value (an **Inactive Account**) then we reserve the right not to refund you the amount. If 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).
- Promotional Consent** - When you join Chriscos you will be asked about receiving Promotional Material via Email, Phone, Post or Text Message. You may opt-out at that time, or at any subsequent time, either by logging onto Your Account, by phone, by clicking on the Unsubscribe link in the communication, or by email. See **Contact Us**. If you are unsubscribed from promotional communications, Chriscos will still communicate with you about non-promotional material relating to an active order, payments, or HeadStart Plan. If you have had an active order with Chriscos in the last two years you may still receive Chriscos Catalogue(s) via Post.

7. DELIVERY, PROCESSING, PACKING AND ADMINISTRATION

- Package and administration fee** - a fee of \$10.00 is applicable per Customer (excludes Gift Cards and Food or Beverage Hampers).
- Heavy Fee** - Hampers with a Heavy Icon  are subject to a \$55 delivery surcharge per hamper. We will inform you of all delivery charges when we confirm your order and payment details.
- Super Heavy Fee** - Hampers with a Super Heavy Fee Icon  are subject to a \$275 delivery surcharge per hamper. We will inform you of all delivery charges when we confirm your order and payment details.
- GIFT CARD FEES**
 - Processing & Handling Fee** - Gift Cards are subject to \$5.50 per Card processing fee (reflected already in the price of the Card).
 - Delivery Fee** - Gift Cards are subject to a delivery fee of \$12 per delivery address.
 - Signature Required** - Gift Cards are sent via signature-required post and must be signed for on delivery.

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

- Other Gift Card Conditions** - Gift Cards 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.

- 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, redelivery fees may apply.**
- Onforwarding freight charges** - Deliveries to islands or some remote communities may incur an onforwarding 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 and Conditions of Purchase online at www.chriscos.com.au/Delivery
- Change of address** - Should your delivery address change, please inform Chriscos immediately. If a delivery address is changed after the **Final Payment Date**, Chriscos reserves the right to charge an administration fee.
- Depot collections** - If you have set your order as a pickup at a depot, or you live in an area that requires a pickup 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, Chriscos 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 Chriscos is not required to refund you the cost of such items.
- 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, Chriscos will consider this order fulfilled and abandoned, and Chriscos is not required to refund you the cost of such items. For more information on our Cancellation Policy (section 3) of these Terms and Conditions.
- 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 pickup 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 online at www.chriscos.com.au/Delivery
- Disclaimer** - While every effort is made to deliver on the intended delivery date (or within the date range provided), Chriscos 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 Chriscos (and/or its staff). Chriscos 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 Chriscos Hamper returns except as required under the Australian Consumer Law (<https://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 Chriscos on your behalf, in accordance with clauses 4.1, 5.6, and 5.7.

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 once delivered to you.

11. SAFETY AND COUNCIL REGULATIONS

- Motorised Products** - In the interests of safety, we recommend that any motorised product be assembled by a professional mechanic. For motorised, and any other high-powered battery operated products, a proper helmet must always be worn, and children must be supervised by an adult. These items are intended for off road use only. Always consult your local council or authority for advice on use and applicable regulations.
- 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

- Errors & Omissions** - All efforts have been made to check for errors and omissions in typography and photography. However, inadvertent errors may occur for which Chriscos will not be responsible. Product images are for illustrative purposes only. Your statutory rights under Australian Consumer Law are not affected. <https://consumerlaw.gov.au/consumers-and-ad>
- Catalogue publication** - Copyright © Chriscos 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 Chriscos in writing. There will be no contract between Chriscos and a customer until Chriscos 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 Chriscos Hampers Australia Privacy Policy please refer to our website www.chriscos.com.au/PrivacyPolicy/

14. ONLINE TERMS AND CONDITIONS

You can also view a copy of these Terms and Conditions at: www.chriscos.com.au/TermsAndConditions

IMPORTANT INFORMATION: Final payment date is Friday 18 October 2024