



Proven. Practical. Powerful.

## Courses and Resources for K–12 Teachers

[www.stepspd.com](http://www.stepspd.com)

ECU Resources for Learning Ltd  
Trading as STEPS Professional Development (STEPS PD)  
Conditions of Sale

### 1. **APPLICATION**

- 1.1 These conditions relate to ordering, delivery and supply of all books and other materials (Goods) from STEPS Professional Development, Australia (STEPS PD) to you. In this document references to 'we' and 'us' mean STEPS PD Australia, its employees and representatives.
- 1.2 In ordering from STEPS PD it is assumed that you have read, understood and accepted the conditions of purchase as listed below.
- 1.3 STEPS PD uses your personal information in accordance with its Privacy Policy. You have the right to seek access to the personal information that STEPS PD holds about you. For further information contact STEPS PD Customer Service.

### 2. **RECOMMENDED PRICES**

- 2.1 All prices are recommended only and there is no obligation to comply with the recommendation. Prices are subject to change without notification.

### 3. **ORDERS**

- 3.1 You may order Goods from us and we will endeavour to supply Goods which you order and which we agree to supply.
- 3.2 Orders need to be placed on the appropriate STEPS PD order form. (All forms can be downloaded at [www.stepspd.com.au](http://www.stepspd.com.au))
- 3.3 Orders are to be placed by fax or email and need to be received a **minimum of 10 working days** before the required delivery date. (Note: orders received outside of this time cannot be guaranteed delivery). For urgent orders or special delivery requests please contact Customer Service by phone.
- 3.4 STEPS PD will email you with confirmation of receipt and acceptance of your order.
- 3.5 We will notify you directly if we are unable to supply Goods, either at all or by the date you require.
- 3.6 We reserve the right to reduce the quantity of Goods ordered where Goods are in short supply.

### 4. **DELIVERY**

- 4.1 We will endeavour to deliver Goods ordered by you, and which we have agreed to supply, to your premises, or such other address as agreed, as soon as is reasonably practicable.
- 4.2 Delivery will be charged on all Goods, unless otherwise agreed in writing.
- 4.3 Goods are transported and charged using a standard courier/delivery service unless prior arrangements for airfreight have been arranged through STEPS Customer Service.
- 4.4 Deliveries will be made during **school term times only** unless prior arrangements have been made with STEPS PD Customer Service. A person needs to be present to accept delivery of Goods.
- 4.5 A packing slip will accompany the Goods delivered and a separate tax invoice will be sent describing the type and quantity of Goods, the total purchase price, any discount applied to the order, any sales tax, freight charges and other charges payable by you.

### 5. **SALE AND RETURN**

- 5.1 All Goods are supplied as **Firm Sale only**.
- 5.2 Return of Goods for refund or replacement is available only for: Goods that have been damaged in the process of delivery, Goods of imperfect quality or if incorrect Goods have been supplied by STEPS PD.
- 5.3 Imperfect Goods will be replaced or credited at the discretion of STEPS PD.
- 5.4 Clear proof of purchase is required and if we cannot be satisfied that the Goods were purchased from us, we are entitled to elect whether or not to accept the product for return.
- 5.5 Claims for imperfect goods, shortage claims or any other claims against STEPS PD must be registered with STEPS PD, by telephone, email or in writing within **5 working days** of the goods being received otherwise STEPS PD accepts no responsibility.



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- 5.6 If agreed, Goods can be returned to STEPS PD, at our cost, but should be received by us **within 4 weeks of receipt** by you. You are required to contact STEPS PD Customer Service to make collection arrangements and to obtain a return authorisation. Returned Goods need to be accompanied by a copy of the purchase invoice.
- 5.7 Return claims will not be recognised until authorised returns have been delivered to our warehouse.
- 6. PAYMENT, CHARGES AND CONDITIONS**
- 6.1 You agree to pay the amount invoiced by us in accordance with the terms set out in the invoice.
- 6.2 All prices are inclusive of GST (within Australia).
- 6.3 **Payment period is 30 days** unless otherwise discussed and agreed in writing with STEPS PD
- 6.4 Payment options and full details are listed on the tax invoice.
- 6.5 Payment by credit card or debit card will attract an additional charge. For full details of current additional charges, please refer to the customer invoice.
- 6.6 If you fail to pay us any amount by the due date, you will be liable for all costs, fees, charges and disbursements, including debt collection agency commissions and legal costs incurred by us in recovering the amount due.
- 6.7 If you fail to pay us any amount by the due date, we may, at our discretion and without notice to you, cease supply of Goods to you until full payment, including any collection charges & costs, has been made.
- 6.8 If we agree to supply you with Goods at a discount, we will notify you of the discount and may change this discount at any time.
- 6.9 Overseas orders will be accepted and a quotation for all costs issued. Orders will not be processed until acceptance of the quotation and **full payment has been received**. All quotes are in Australian dollars and are **valid for 21 days**. Payment must be made in Australian dollars.
- 6.10 If conditional exemption is claimed in respect to the Goods, sales tax will not be charged provided you supply to us a quotation of a certificate of registration of exemption declaration in the approved form.
- 6.11 If the supply of Goods is subject to sales tax or other tax, import or duty, the amount levied or payable will be passed on to, and payable by, you.
- 6.12 Quoted prices on overseas orders are subject to revisions, should there be any variation from the specifications after the initial order confirmation and acceptance of our quotations.
- 7. INTELLECTUAL PROPERTY RIGHTS**
- 7.1 You must notify us immediately in writing if you: wish to copy or use any part of our materials; become aware of any claim made that any of the Goods infringe copyright or any other rights.
- 8. RISK AND TITLE**
- 8.1 The risk in Goods passes to you upon delivery.
- 8.2 Property and ownership of the Goods will not pass to you but will remain with us until the full purchase price and all other amounts owing to us are paid.
- 8.3 In addition, and without prejudice to any other right or remedy available to us, if you fail to pay the full purchase price for the Goods by the Payment Date or before property in the Goods passes to you, you become insolvent or unable to pay your debts when they become due; then provided the Goods are in your possession or control, we will be entitled to recover possession of the Goods, wherever they may be and you will assist and indemnify us in relation to such recovery.
- 8.4 Overseas customers are responsible for purchasing goods which can lawfully be imported. We have no knowledge of and no responsibility for, the applicable importation laws in countries outside of Australia.
- 8.5 We are not liable for any breach of our obligations resulting from causes beyond our reasonable control.

**CONTACT DETAILS: STEPS PROFESSIONAL DEVELOPMENT**  
**CUSTOMER SERVICE OFFICER: Marilyn McCutcheon**  
**PHONE: 08 9373 2200 FAX: 09 373 2299**  
**EMAIL: [orders@stepspd.com.au](mailto:orders@stepspd.com.au)**