

Chocolate Yoga's Online Shop Terms and Conditions

1. About Us

Welcome to Chocolate Yoga.

This online shop, booking system and website (chocolate.yoga) is owned and operated by:

Chocolate Yoga®
1 / 3 Hakea Court
Mullumbimby NSW 2482
Australia

ABN: 23 010 703 392

Chocolate Yoga is a registered business in Australia

Chocolate Yoga is an official registered trademark

e: info@chocolate.yoga

p: 0432 084 090

If you need to contact us, please do so by using the details above.

In the course of your purchase from chocolate.yoga, you will be required to click the check box marked "I've read and accept the terms & conditions" to confirm your acceptance of these terms. If you don't accept these terms, you will not be able to order products from chocolate.yoga. Please download and print a copy of these terms for future reference and we recommend that you view our [Website Terms of Service / Website Agreement](#) and [Privacy Policy](#) before making a purchase.

2. How the Contract is Formed Between You and Chocolate Yoga

When you place an order, you will receive an acknowledgement e-mail confirming receipt of your order. This email will only be an acknowledgement and will not constitute acceptance of your order. A contract between you and chocolate.yoga will be formed when we send you confirmation by e-mail that the goods ordered have been dispatched to you. Only those goods listed in the confirmation e-mail sent at the time of dispatch will be included in the contract formed.

When you make a service booking, you will receive an acknowledgement email confirming your booking. This will constitute acceptance of your booking and a contract between you and chocolate.yoga will be formed at this point. Only the booked service will be included in the contract formed.

Both of the above contracts are covered by Australian law.

In the unlikely event that the goods are no longer available, or that we have made a pricing mistake, we will advise you of this. You will have the option of a full refund at this point and if accepted, you will not receive an e-mail confirming dispatch of your order, and there will be no contract between us.

In order to contract with chocolate.yoga you must be over 18 years of age and possess a valid credit or debit card issued by a bank acceptable to us. Chocolate.yoga retains the right to refuse any request made by you. If your order is accepted we will inform you by email and we will confirm the identity of the party which you have contracted with - this will usually be chocolate.yoga. In some cases, this may be a third party. Where a contract is made with a third party, chocolate.yoga is not acting as either agent or principal and the contract is made

between yourself and that third party and will be subject to the terms of sale which they supply you.

3. How to Place an Order

Place your order by selecting the product you wish to buy and adding it to your shopping cart. Items you do not require can be removed from your cart at any time. Items in your cart can be viewed by clicking the shopping trolley icon on the top right of any page. An order is placed when you proceed through the checkout process with items in your cart.

If you prefer to order by telephone you can do so by calling +61 (0) 432 084 090

Postage charges will be shown prior to you placing your order.

You will be required to pay for the goods in full at the time of ordering. We use secure payment facilities for all online purchases and chocolate.yoga is PCI compliant. You can pay for your order by Visa, Mastercard or PayPal.

All prices quoted on our website are in Australian Dollars and include Goods and Services Tax (GST) at the current rate. Promotional prices only apply during the period stated.

Changes to orders are only possible if made within 12 hours of ordering. Changes may not be possible or may incur additional charges. Please contact Chocolate Yoga using the details at the top of this page immediately if you wish to change your order. Most orders are shipped within 24 hours of being received.

When placing an order you undertake that all details you provide to us are true and accurate, that you are an authorised user of the credit or debit card used to place your order and that there are sufficient funds to cover the cost of the goods. All prices advertised are subject to changes without notice.

4. Shipping, Delivery and Title

We aim to process and ship your order within 24 hours (1 working day) of confirming your order. If your order is likely to be delayed (such as where items are out of stock), we will contact you. If you have any queries regarding the shipping of your order, please contact Chocolate Yoga using the details at the top of this document.

A tracking number and link to track your parcel will be supplied for all deliveries within Australia. Tracking for international orders is currently not available as Australia Post tracking has proven to be completely inadequate. All international orders are sent by registered post.

Please refer to our estimated shipping times within Australia and International shipping times.

Our chosen courier or postal service will deliver the goods to the premises as specified on your order. A signature is required for delivery. If a signature cannot be obtained, a calling card will be left in your letter box with a phone number for you to organise re-delivery, or pick-up from a near-by post office or storage premises.

For international orders, a failed delivery attempt may result in the goods being held at a local post office or similar premises. If the goods are not collected within the required time, they may be returned to Chocolate Yoga. We reserve the right to charge a re-delivery charge.

The Products will be at your risk from the time of delivery and ownership of the Products will only pass to you when we receive full payment of all sums due for products and delivery charges.

If the products are lost or damaged in transit, please let us know promptly by contacting us using the details at the top of this document. See section 6) Damaged / Faulty Goods for more information.

Delivery to Post Office boxes within Australia can only be made by Australia Post and will incur extra charges if the courier service delivery option is selected.

5. Our Products Refunds Policy

Whilst we hope you will be delighted with your order, if for any reason you are not completely satisfied, we will be happy to offer a refund, exchange or replacement on products returned to us within 14 days of receipt, provided that returned Products are in their original, unopened and unused condition.

When you return a product to us, we will process the refund due to you as soon as possible. In any case, within 30 days of the date you have given notice of your cancellation. In this case, we will refund the price of the product in full, including the delivery charges for sending the item to you. However, you will be responsible for the cost of returning the item to us.

When you return a Product to us for any other reason, (for example a claim that the product is defective or faulty – see section 6) Damaged / Faulty Goods), we will examine the returned product, or photos of the product, and will notify you of your refund via email within a reasonable period of time.

We will usually process any refund due for faulty products as soon as possible. In any case, within 30 days of the date we confirmed to you via email that you were entitled to a refund for the defective product. Products returned by you because of a defect (confirmed by us) will be refunded in full. The cost of returning goods to us is your responsibility, however on inspection of a faulty product, we will refund your reasonable postage costs.

We will usually refund any money received from you using the same method originally used by you to pay for your purchase.

6. Our Service Booking Refunds Policy

Whilst we hope you will be delighted with your booking and looking forward to receiving our service, if you choose to cancel a service booking, we are happy to offer a refund or exchange as per the timeframes below:

- **More than 48 hours Before the Event:** We are happy to give you a refund for the cost of the service minus a 10% administration fee.
- **Less than 48 hours Before the Event:** We will give a credit of the full amount paid towards booking another service with us. Unfortunately, no refunds can be given.
- **After the Event:** No refunds or credits will be given. It is your responsibility to notify us in advance if you wish to make a cancellation.

We will usually refund any money received from you using the same method originally used by you to pay for your purchase.

7. Damaged / Faulty Goods

If there is a problem with any product, please notify us by email or in writing providing details of the problem within 14 days of receipt. Its helpful if you can provide us with digital

photograph(s) of the problem as this will expedite replacement. We will deal with the matter in accordance with your legal rights.

All products covered by a manufacturer's warranty against faulty workmanship and materials are subject to the terms and conditions of that warranty.

If an exchange is necessary, this will be arranged without unreasonable delay and without charge. Replacement product will not be dispatched until the original products has been received at our business address and checked.

The cost of returning goods to us is your responsibility, however on inspection of a faulty product, we will refund your reasonable postage costs. If the goods are not faulty, we will return them to you, however you will be required to cover our reasonable postage costs.

8. Our Liability

We warrant to you that any Product purchased from us through our website is the highest quality and reasonably fit for all the purposes for which products of its kind are commonly supplied.

We will not accept liability for any direct, indirect, special, consequential, punitive or incidental damages, or damages for loss of use, profits, data or other intangibles, damage to goodwill or reputation, or the cost of procurement of substitute goods and services, arising out of or related to the use, inability to use, performance or failures of Chocolate Yoga .

Our liability to you (whether in contract, tort (including negligence) or otherwise) is limited to the purchase price of the Product you purchased.

Nothing in these terms limits our liability for death or personal injury caused by our negligence or for any other matter for which it would be illegal for us to limit, or attempt to limit, our liability.

9. Import Duty

If you order Products from our website for delivery outside of Australia, they may be subject to import duties and taxes which are levied when the delivery reaches the specified destination. You will be responsible for payment of any such import duties and taxes. Please note that we have no control over these charges and cannot predict their amount. Please contact your local customs office for further information before placing your order.

Please also note that you must comply with all applicable laws and regulations of the country for which the products are destined. We will not be liable if you break any such laws.

10. Written communications

Applicable laws require that some of the information or communications we send to you should be in writing. When using our website, you accept that communication with us will be mainly electronic. We will contact you by email or provide you with information by posting notices on our website. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically, comply with any legal requirement that such communications be in writing.

11. Events Outside of Our Control

We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by events outside our reasonable control (Force Majeure Event).

A Force Majeure Event includes any act, event, omission or accident beyond our reasonable control and includes (as well as others) such things as: terrorist attack, fire, flood or natural disaster, epidemics, impossibility of the use of means of public or private transport, or public or private telecommunications networks or the threat of any of these things.

Our obligations to you under any Contract are deemed to be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance of our obligations for the duration of that period. We will use our reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which our obligations under the Contract may be performed despite the Force Majeure Event.

12. Other Matters

We may transfer, assign, charge, sub-contract or otherwise dispose of any Contract, but you may not do so without our prior written consent.

If we fail to exercise any of our rights under any Contract, this will not amount to a waiver by us of those rights.

If any part of these terms or of any Contract is unenforceable, this will not affect the enforceability of any other part.

We intend to rely upon these terms and any document expressly referred to in them in relation to the subject matter of any Contract.

These terms, together with any document referred to in these terms, constitute the whole agreement between you and us.

13. Changes

We may revise these terms of use at any time by amending this page. You should check this page from time to time to take notice of any changes we have made, as they are binding on you.

Any Contract will be subject to the terms in force at the time that you order products from us, unless any change to these terms is required to be made by law or governmental authority (in which case it may apply to orders previously placed by you).

14. Law & Jurisdiction

These terms and contracts for the purchase of products and services through our website are governed by Australian law. Any dispute over or claims arising from these terms or any contracts will be subject to the exclusive jurisdiction of the Australian courts, although we retain the right to bring proceedings against you for breaking these terms or any contract in your country of residence or any other relevant country.

15. Revision Date

These terms and conditions were last revised on 26th February 2016.

Thank you for visiting our website.