

TERMS AND CONDITIONS

These terms and conditions govern the use of Educating Hearts and Minds (the "Site"). This Site is owned and operated by Lynn Rupe. This Site is an ecommerce website.

By using this Site, you indicate that you have read and understand these Terms and Conditions and agree to abide by them at all times.

Intellectual Property

All content published and made available on our Site is the property of Lynn Rupe and the Site's creators. This includes, but is not limited to images, text, logos, documents, downloadable files and anything that contributes to the composition of our Site.

Accounts

When you create an account on our Site, you agree to the following:

1. You are solely responsible for your account and the security and privacy of your account, including passwords or sensitive information attached to that account, and
2. All personal information you provide to us through your account is up-to-date, accurate, and truthful and you will update your personal information if it changes.

Sales of Goods and Services

These Terms and Conditions govern the sale of goods and services available on our Site.

The following goods are available on or through our Site:

- Resources
- Recorded webinar

The following services are available on or through our Site:

- Enrolling in wānanga

The services will be paid for in full when the services are ordered.

These Terms and Conditions apply to all the goods and services that are displayed on our Site at the time you access it. This includes all products listed as being out of stock. All information descriptions or images that we provide about our goods and services are as accurate as possible.

We reserve the right to modify, reject or cancel your order whenever it becomes necessary. If we cancel your order and have already processed your payment, we will give you a refund of the equal amount you paid. You agree that it is your responsibility to monitor your payment instrument to verify receipt of any refund.

Payments

We accept the following payment methods on our Site:

Credit Card

Afterpay

When you provide us with your payment information, you authorise our use of and access to the payment instrument you have chosen to use. By providing us with your payment information, you authorise us to charge the amount due to this payment instrument. If we believe your payment has violated any law or these Terms and Conditions, we reserve the right to cancel or reverse your transaction.

Shipping and Delivery

When you purchase goods from our Site, the goods will be delivered by Courier.

Delivery will occur as soon as reasonably possible, depending on the selected delivery method. Delivery times may vary due to unforeseen circumstances. Please note that delivery times do not include weekends and statutory holidays.

You will be required to pay delivery charges in addition to the price of the goods you purchase.

You are required to provide us with a complete and accurate address, including the name of the recipient. We are not liable for the delivery of your goods to the wrong address or wrong person as a result of your providing us with inaccurate or incomplete information.

Refunds

Refunds of Goods - requests must be made within 3 days after receipt of your goods. We accept refund requests for goods sold on our Site for the following reasons - damage.

Refund of Services - request for cancellation of enrolment for any wānanga must be made via email.

- Requests made **within 24 hours** before the event will not be funded unless under extreme circumstances.
- Requests made **within 5 days** of the event will receive a 50% refund, this may vary under extreme circumstances.
- Requests **made earlier than 5 days** before the event will receive a refund of the full amount less a 10% administration fee.

All refunds will be returned to the card used to make purchase payment.

Returns

Returns can be mailed. To return any goods please email us first, we can process the refund and pay for the return mailing.

Consumer Protection Law

Where the Consumer Guarantees Act 1993, the Contract and Commercial Law Act 2017, or any other consumer protection legislation in your jurisdiction applies and cannot be excluded, these Terms and Conditions will not limit your legal rights and remedies under that legislation. These Terms and Conditions will be read subject to the mandatory provisions of that legislation. If there is a conflict between these Terms and Conditions and the legislation, the mandatory provisions of the legislation will apply.

Changes

These Terms and Conditions may be amended from time to time to maintain compliance with the law and to reflect any changes to the way we operate our Site and the way we expect users to behave on our Site.

Contact Details

Please contact us if you have any questions or concerns. Our contact details are as follows:

Lynn Rupe - lynn@educatingheartsandminds.com