

## TERMS AND CONDITIONS FOR GOODS SOLD BY JB HI-FI GROUP PTY LTD FROM [www.jbeducation.com.au/byod/](http://www.jbeducation.com.au/byod/)

These Terms and Conditions constitute a legally binding contract between the customer (“you”) and JB Hi-Fi Group Pty Ltd (ACN 093 114 286) (“JB Hi-Fi”) and apply to the ordering, processing, purchase, fulfilment and delivery or collection of goods (“Goods”) available for purchase from [www.jbeducation.com.au/byod/](http://www.jbeducation.com.au/byod/) (“Website”). By placing an order for Goods from JB Hi-Fi you agree to these Terms and Conditions.

Please note that the Goods available for purchase from the Website are education specific products that are not available for purchase from JB Hi-Fi’s retail stores.

Please read the following Terms and Conditions carefully before placing your order. The Terms and Conditions contain important information about the ordering, processing, purchase, fulfilment and delivery or collection of Goods.

### 1. DEFINITIONS

In these Terms and Conditions:

“Account” means a personal account created by you on the Website;

“Additional Delivery Charge” has the meaning given in Section 3.4;

“Delivery Charge” has the meaning given in Section 3.3;

“Order” means an order for Goods, placed on the Website;

“Password” means the password needed to access your Account;

“Pre-Orders” means an Order for Goods not currently in stock or not yet released and that will be dispatched at a future date;

“Third Party Finance” means the finance option made available on the Website for the purchase of Goods on finance through a third party credit provider; and

“Website” means [www.jbeducation.com.au/byod/](http://www.jbeducation.com.au/byod/).

### 2. YOUR LEGAL RIGHTS

Your purchase of Goods will be subject to certain laws including, without limitation, the Australian Consumer Law. The Australian Consumer Law provides you with certain rights that cannot be excluded, including that the Goods must be of acceptable quality, reasonably fit for the purpose that JB Hi-Fi represents they will be fit for, and that the Goods will correspond with any relevant description. Nothing in these Terms and Conditions shall be read or applied so as to exclude, restrict or modify or have the effect of excluding, restricting or modifying any condition, warranty, guarantee, right or remedy implied by law (including the Australian Consumer Law) which cannot by law be excluded, restricted or modified.

### 3. PRICING & TAXES

3.1 Prices for Goods are as shown on the Website.

- 3.2 JB Hi-Fi reserves the right to change the prices of Goods at any time without notice to you. The price displayed at the time that you place your Order will continue to apply to you even if the price changes before your Order is accepted by JB Hi-Fi.
- 3.3 In addition to the price for the Goods, you will also need to pay the advertised delivery charge (if any) (“Delivery Charge”) if delivery is available for your Order under Section 9 and you choose to have the Goods delivered to you rather than collecting the Goods in-store or from a participating school. Any Delivery Charge will appear in your shopping cart.
- 3.4 In addition to the price for the Goods and the Delivery Charge (if any) you may also need to pay any additional delivery charges which are not shown in your shopping cart but which we incur because you live in an area where light aircraft or barge transport is required, or to which our national courier company does not provide a door-to-door service (“Additional Delivery Charge”). These include, without limitation, Christmas Island, Norfolk Island, Roma and Nhulunbuy. Such charges may apply even where the item is shown on the Website as having “free delivery”, “free freight” or something similar. If you live in an area to which an Additional Delivery Charge will apply JB Hi-Fi will contact you before accepting your Order and provide you with a quote for the Additional Delivery Charge. If, within the timescale specified, you do not agree to accept the Additional Delivery Charge, JB Hi-Fi will cancel your Order. If you have placed a Pre-Order by credit card or via Third Party Finance, the Website may take payment for your Pre-Order and your payment may be processed before JB Hi-Fi is able to contact you to provide a quote for the Additional Delivery Charge. In these circumstances, JB Hi-Fi will put your Pre-Order on hold until you have confirmed your acceptance of the Additional Delivery Charge. If, within the timescale specified, you do not agree to accept the Additional Delivery Charge, JB Hi-Fi will cancel your Pre-Order and refund payment in accordance with Section 12. In all other cases, JB Hi-Fi will not take payment for your Order until you have confirmed your acceptance of the Additional Delivery Charge. If, within the timescale specified, you do not agree to accept the Additional Delivery Charge, JB Hi-Fi will cancel your Pre-Order and refund payment in accordance with Section 12.
- 3.5 Delivery of Goods outside of Australia is not available.
- 3.6 By placing an Order you agree to pay the price for the Goods, any Delivery Charge and any Additional Delivery Charge (if applicable).
- 3.7 All prices and Delivery Charges and Additional Delivery Charges quoted are in Australian dollars and are inclusive of GST.

#### **4. YOUR BYOD ACCOUNT**

- 4.1 If you do not already have an Account you will need to create one before placing your Order.
- 4.2 You may not set up an Account for someone else.
- 4.3 Please ensure that you enter all information carefully when creating an Account. You warrant to JB Hi-Fi that all information provided by you in relation to your Account is complete, true and accurate.
- 4.4 You must notify JB Hi-Fi immediately if you become aware of any actual or potential unauthorised use of your Password or Account.

- 4.5 Except to the extent otherwise required by law (including, without limitation, the Australian Consumer Law), JB Hi-Fi will not be liable to you, or any other person, for any loss, damage, cost or expense suffered as a direct or indirect result of: (i) your Account information being incomplete or inaccurate; or (ii) any unauthorised use of your Password or Account which takes place before you notify JB Hi-Fi, whether in contract, negligence or any other tort, equity, restitution, strict liability, under statute or otherwise at all.
- 4.6 If JB Hi-Fi suffers any loss, damage, cost or expense as a result of any unauthorised use of your Password or Account which takes place before you notify JB Hi-Fi then you must pay JB Hi-Fi the amount of that loss, damage, cost or expense if JB Hi-Fi asks you to.

## 5. ORDERS

- 5.1 You can place an Order by following the prompts on the Website.
- 5.2 An Order submitted by you is an offer by you to purchase the Goods for the price plus, if delivery is available for your Order under Section 9 and you choose to have the Goods delivered to you rather than collecting the Goods in-store or from a participating school, the Delivery Charge as shown at the time of submission of your Order and any applicable Additional Delivery Charge. JB Hi-Fi may accept or reject your offer in its absolute discretion.
- 5.3 Each Order that you place will, if accepted by JB Hi-Fi, be a separate and binding agreement between you and JB Hi-Fi with respect to the supply of the relevant Goods, in accordance with these Terms and Conditions.
- 5.4 When placing your Order, you may nominate another person to collect or receive the Goods on your behalf ("Nominated Person"). If you place an Order for someone else to receive the Goods (including a Nominated Person) you must obtain their consent before providing JB Hi-Fi with their personal information and, by placing an Order, you confirm to JB Hi-Fi that you have done this.
- 5.5 Please ensure that you enter all information carefully when placing an Order. You warrant to JB Hi-Fi that all information provided by you in relation to each Order is complete, true and accurate.
- 5.6 Please check your Order carefully (including the quantities ordered) before submitting it as Orders may not be able to be changed or cancelled once the Order has been accepted by JB Hi-Fi. JB Hi-Fi will use reasonable endeavours to cancel or change the Order requested by you if it has not already been shipped or made available for collection but makes no representation that it will be able to do this.
- 5.7 Except to the extent otherwise required by law (including, without limitation, the Australian Consumer Law), JB Hi-Fi will not be liable to you, or any other person, for any loss, damage, cost or expense suffered as a direct or indirect result of: (i) your Order information being incomplete or inaccurate; (ii) JB Hi-Fi being unable to change or cancel your Order once it has been accepted by JB Hi-Fi; or (iii) any unauthorised use of your Order details which takes place before you notify JB Hi-Fi, whether in contract, negligence or any other tort, equity, restitution, strict liability, under statute or otherwise at all.
- 5.8 You acknowledge that all Goods that you Order are intended for personal, domestic, non-commercial use only.
- 5.9 The internet can be an unstable, and sometimes insecure, marketplace. At times the facility to place Orders may not be available, your Order might not be received, your Order may be lost or misdirected, or your Order might be delayed.

- 5.10 You must take your own precautions to ensure that the process which you employ for accessing the Website does not expose you to risk of viruses, malicious computer code or other forms of interference which may damage your computer system, and contains appropriate protection to prevent damage to your computer system caused by viruses, malicious computer code or other forms of interference.
- 5.11 Except to the extent otherwise required by law (including, without limitation, the Australian Consumer Law), JB Hi-Fi will not be liable to you, or any other person, for any loss, damage, cost or expense arising out of or in connection with of any of the events set out in Section 5.9 or arising out of or in connection with you accessing the Website, whether in contract, negligence or any other tort, equity, restitution, strict liability, under statute or otherwise at all.

## **6. AFTER YOU HAVE SUBMITTED AN ORDER / PAYMENT**

- 6.1 When you submit an Order you will receive an Order reference number via e-mail.
- 6.2 If you are paying for an Order:
- (a) by credit card, JB Hi-Fi will process payment for your Order when, or shortly after, you place your Order (except to the extent set out in Sections 3.4 and 6.6); or
  - (b) by BPAY, you are required to make payment for your Order by the date shown on the e-mail you receive from JB Hi-Fi.
- 6.3 If you are placing an Order through Third Party Finance, you will be required to enter into a separate legally binding agreement with the relevant third party credit provider governing the terms and conditions of the provision of credit to you by the third party credit provider. Except to the extent otherwise required by law, JB Hi-Fi will not be liable to you, or any other person, for any loss, damage, cost or expense arising out of or in connection with your agreement with the third party credit provider, whether in contract, negligence or any other tort, equity, restitution, strict liability, under statute or otherwise at all.
- 6.4 Your Order is deemed to be accepted by JB Hi-Fi when:
- (a) in the case of payment by credit card, JB Hi-Fi processes your payment (except to the extent set out in Section 6.6);
  - (b) in the case of payment by BPAY, JB Hi-Fi receives payment in cleared funds via BPAY for your Order; or
  - (c) in the case of payment via Third Party Finance, JB Hi-Fi is notified by the relevant third party credit provider that your application for Third Party Finance has been approved by that third party credit provider and that the credit provided to you by that third party credit provider may be applied towards the purchase of the Goods,
- however, JB Hi-Fi may, in certain circumstances, cancel your Order after acceptance as set out in these Terms & Conditions. In the event that JB Hi-Fi cancels your Order having already processed payment, it will refund payment in accordance with Section 12.1.
- 6.5 If you are paying for a Pre-Order by credit card, JB Hi-Fi will take a \$1 pre-authorisation from your card when, or shortly after, you place your Order. However, actual payment is not taken at this time and is made in accordance with Section 6.6 below.

- 6.6 If you are paying for a Pre-Order by credit card, JB Hi-Fi will take payment for your Order just before the Goods are dispatched to you or made available for collection. Your Order is deemed to be accepted by JB Hi-Fi when JB Hi-Fi does this.
- 6.7 In the event that the price of a Pre-Order is permanently reduced between the time that payment is taken pursuant to Sections 6.2 or 6.6 above and the time of the Pre-Order being dispatched or made available for collection, the amount of the price reduction will be refunded to you.
- 6.8 When JB Hi-Fi accepts an Order it represents an agreement by JB Hi-Fi to supply the Goods to you in accordance with your Order subject to receiving payment from you and subject to these Terms and Conditions.
- 6.9 You must pay for Goods by credit card (Visa or Mastercard), BPAY or by using Third Party Finance. If the name on the credit card does not match the name on the Order, JB Hi-Fi may ask you to provide additional information (for example, proof of identity documents) in accordance with its fraud detection processes. By providing your credit card you authorise JB Hi-Fi to deduct the price and the applicable delivery charge(s) (if any) from such card.
- 6.10 JB Hi-Fi reserves the right to change the payment methods that can be used for Orders at any time in its absolute discretion.
- 6.11 JB Hi-Fi may not be able to, or may decline to, accept payment from you by your nominated payment method at any time for any reason including, without limitation: (a) where our fraud detection systems detect possible irregularities; (b) because your financial institution has declined payment; or (c) because your payment card has expired. Where this is the case, JB Hi-Fi reserves the right to cancel your Order and/or place your Order on hold and request you to provide additional information (for example, proof of identity documents) or arrange payment by another method.
- 6.12 Goods that you have ordered will not be dispatched to you or made available to you for collection until your payment for the Goods has cleared. If your payment cannot be processed, your Order will be rejected and we will notify you by email.

## **7. CANCELLATION OF ORDERS**

- 7.1 JB Hi-Fi reserves the right to cancel, at any time before delivery or collection and for whatever reason, an Order that it has previously accepted. JB Hi-Fi may do this for example, but without limitation, where:
- (a) JB Hi-Fi's suppliers are unable to supply Goods that they have previously promised to supply;
  - (b) an event beyond JB Hi-Fi's control, such as storm, fire, flood, earthquake, terrorism, power failure, war, strike or failure of computer systems, means that JB Hi-Fi is unable to supply the Goods within a reasonable time;
  - (c) Goods ordered were subject to an error on the Website, for example, in relation to a description, price or image, which was not discovered prior to the Order being accepted;
  - (d) you ask JB Hi-Fi to cancel your Order in accordance with Section 5.6; or
  - (e) in the circumstances set out in Sections 3.4 or 6.11.

- 7.2 You may cancel your Order where JB Hi-Fi:
- (a) has breached a material term of these Terms and Conditions;
  - (b) is not able to deliver your Order or make your Order available for collection within a reasonable time of the estimated delivery or collection time advertised on the Website or as set out in these Terms and Conditions, other than a result of any delay for which you are wholly or partly responsible such as a failure to provide the correct delivery address or to pay for the Goods.
- 7.3 Where JB Hi-Fi cancels your Order after acceptance it will send you an e-mail notifying you of cancellation.
- 7.4 In the event of JB Hi-Fi or you cancelling your Order after payment has been processed, JB Hi-Fi will refund any money paid in respect of that Order. Section 12 of these Terms and Conditions sets out further information about refunds.
- 7.5 Except to the extent otherwise required by law (including, without limitation, the Australian Consumer Law) or as expressly set out in these terms and conditions, JB Hi-Fi will not be liable to you, or any other person, for any loss, damage, cost or expense suffered as a direct or indirect result of cancellation of your Order, whether in contract, negligence or any other tort, equity, restitution, strict liability, under statute or otherwise at all.

## **8. AVAILABILITY OF GOODS**

- 8.1 As JB Hi-Fi is dependent upon its suppliers to provide stock, JB Hi-Fi cannot guarantee availability at all times. You acknowledge and agree that, from time to time, certain Goods may be out of stock or unavailable. JB Hi-Fi reserves the right to withdraw or suspend from sale any Goods displayed on the Website, either temporarily or permanently, at any time without notice to you. Except to the extent otherwise required by law (including, without limitation, the Australian Consumer Law), JB Hi-Fi will not be liable to you, or any other person, for any loss, damage, cost or expense suffered as a direct or indirect result of the unavailability of any Goods at any time, whether in contract, negligence or any other tort, equity, restitution, strict liability, under statute or otherwise at all.

## **9. DELIVERY**

- 9.1 This Section 9 applies if delivery is available for your Order and you choose to have the Goods delivered to your nominated delivery address. If delivery is available for your Order this will be listed on the Website as a delivery option for your Order. Whether delivery is available as an option for your Order will vary depending on factors such as the nature of the Goods you are purchasing, your delivery address and the requirements of the participating school (if any).
- 9.2 Risk in and title to Goods passes to you on the date and time of delivery of the Goods to the delivery address provided in your Order.
- 9.3 Goods will generally only be delivered to addresses within Australia. JB Hi-Fi is unable to deliver to certain parts of Australia and where this is the case you will not be able to process your Order through the Website.
- 9.4 JB Hi-Fi will not deliver Goods to PO Boxes. Where you have input a PO Box as the delivery address when placing your Order, JB Hi-Fi will call you to arrange an alternative delivery address.

- 9.5 Following dispatch of your Goods, JB Hi-Fi will email you with confirmation of dispatch and an invoice for your Order.
- 9.6 On delivery you may be required to sign a proof of delivery document. If you are not available to take delivery your Goods will be taken to a local depot or post office and a calling card containing the relevant contact details will be left at the delivery address.
- 9.7 If you require Goods that you have ordered to be re-directed to an address which is not the original Order address JB Hi-Fi may charge you a reasonable fee for doing this.
- 9.8 Provided that full payment is received in accordance with these Terms and Conditions, JB Hi-Fi aims to have the Goods dispatched to you during the estimated period of dispatch shown on the Website at the time of submission of your Order. Please allow 2-7 days from dispatch based on your Delivery Address.
- 9.9 Where you place separate Orders the Goods will be delivered separately and a separate Delivery Charge (and Additional Delivery Charge if applicable) will apply to each Order. JB Hi-Fi cannot consolidate separate Orders into one delivery.
- 9.10 Where you order more than one item in one Order, all Goods for which your Order is accepted at the same time will be dispatched together where practicable. However, in some cases Goods may be dispatched separately, for example: in order to ensure that you receive each of the Goods as promptly as possible; where the Goods are being dispatched from different locations; or where the Goods are of different types (e.g a mixture of hardware).

## **10. PICK-UP OF GOODS IN-STORE OR AT PARTICIPATING SCHOOL**

- 10.1 Unless a delivery option is specified on the Website (see Section 9), Goods ordered through the Website must be picked up from a JB Hi-Fi retail store or from a participating school. One or both of these options may be made available to you at the time of submission of your Order. This Section 10 applies where you choose to pick up the Goods from a JB Hi-Fi retail store or at a participating school.
- 10.2 An estimated period for collection of Goods will be shown on the Website at the time of submission of your Order. The estimated period for collection only applies to Orders for which full payment is received in accordance with these Terms and Conditions. If you choose to pick up Goods in-store, you will receive an e-mail confirmation from JB Hi-Fi when those Goods are ready for collection. JB Hi-Fi will use reasonable endeavours to make the Goods in your Order available for collection in-store by the end of the estimated period shown on the Website. Please note that the estimated period for collection of Goods is an approximate period only and availability of Goods for collection in-store within the estimated period is not guaranteed. If you choose to pick up Goods from a participating school, that school will notify you when the Goods are ready for collection.
- 10.3 Risk in and title to Goods passes to you:
- (a) in the case of in-store pick up, on the date and time of the collection of the Goods at the JB Hi-Fi retail store specified in your Order; or
  - (b) in the case of school pick up, on the date and time that the Goods are delivered by JB Hi-Fi to the participating school specified in your Order.
- 10.4 Only the person who ordered the Goods or the Nominated Person may pick-up in-store Goods ordered on that Order.

#### 10.5 When picking up Goods in-store:

- (a) you must provide photo identification (current drivers licence, passport or Keypass) to store staff to verify that you are the purchaser. If requested, you must allow JB Hi-Fi to take a copy of this identification for fraud prevention purposes. The copy will not be used by JB Hi-Fi for any other purpose or disclosed to any person outside of JB Hi-Fi;
- (b) you will be required to sign to confirm that you have collected the Goods. Store staff will also check your signature against the photo identification provided;
- (c) you will also need to bring the email that JB Hi-Fi has sent to you confirming that the stock is available for pick-up; and
- (d) store staff have the right to refuse collection of Goods if you cannot or will not satisfy the requirements set out above. In this event JB Hi-Fi will contact the person who placed the Order using the contact details provided.

### 11. DELAY IN AVAILABILITY OR DELIVERY OF GOODS

#### 11.1 You agree and acknowledge that:

- (a) JB Hi-Fi does not guarantee the delivery or availability of Goods within the timeframes set out in Sections 9.8 or 10.2 above or otherwise specified by JB Hi-Fi or any of its staff;
- (b) events outside JB Hi-Fi's control may cause delays, or in some circumstances, prevent your Goods from being delivered or available for pick-up in-store or from a participating school;
- (c) delays are particularly likely to occur around Christmas, Easter and public holidays; and
- (d) except to the extent expressly set out in these Terms and Conditions or otherwise required by law (including, without limitation, the Australian Consumer Law), neither JB Hi-Fi nor any of its agents will be liable to you, or any other person, for any loss, damage, cost or expense suffered as a direct or indirect result of any delay in delivery of the Goods to you or delay in the availability of Goods for pick up in-store or from a participating school, whether in contract, negligence or any other tort, equity, restitution, strict liability, under statute or otherwise at all.

### 12. REFUNDS OF YOUR MONEY

12.1 Where JB Hi-Fi is obliged to refund your payment pursuant to these Terms and Conditions, JB Hi-Fi aims to initiate your refund within 7 business days (Monday – Friday 9 a.m to 5 p.m Melbourne time). The additional time that it takes for you to actually receive your refund will depend upon how quickly your financial institution processes the refund.

12.2 Except to the extent otherwise required by law (including, without limitation, the Australian Consumer Law), JB Hi-Fi will not be liable to you, or any other person, for any loss, damage, cost or expense suffered as a direct or indirect result of any delay in you receiving any refund due to you, whether in contract, negligence or any other tort, equity, restitution, strict liability, under statute or otherwise at all.

### 13. RETURNS/FAULTY OR DAMAGED GOODS

13.1 You should check your Goods as soon as they are delivered to you in order to ensure that: (i) they are what you ordered; and (ii) they are not damaged or faulty. If this is not the case, you should contact JB Hi-Fi Education Solutions via the Contact Us form available at <https://www.jbeducation.com.au/byod/?content=contact> soon as possible.

13.2 If you have a problem with any Goods or otherwise wish to return them please refer to JB Hi-Fi's [Returns Policy](#) which forms part of these Terms and Conditions. Please note that, for the purposes of "change of mind" returns as set out in JB Hi-Fi's Refund Policy, Goods will not be "unused or unopened" if those Goods have been imaged by JB Hi-Fi in line with the requirements of a participating school. Please also note that, in addition to contacting the manufacturer or any JB Hi-Fi retail store, you can also contact us via the Contact Us form available at <https://www.jbeducation.com.au/byod/?content=contact>.

13.3 When returning Goods:

- (a) please provide JB Hi-Fi with your proof of purchase;
- (b) it is a requirement for the fulfilment of refunds, exchanges and warranties that you use your best endeavours to return all out-of-the-box accessories (such as power cords and batteries) supplied at the time of original purchase.

You are encouraged to use the original packaging where possible in order to avoid damage in transit.

13.4 You are not entitled to any refund or exchange just because any packaging is damaged in transit. The packaging exists to protect the Goods themselves.

#### 14. MORE INFORMATION ABOUT JB HI-FI'S LIABILITY TO YOU

14.1 To the full extent permitted at law, JB Hi-Fi is not liable for any loss of profit, loss of revenue, loss of business, loss of bargain, loss of savings, loss of data, loss or goodwill, loss of reputation, the cost of obtaining replacement or alternative goods or the cost of other remedial measures, or for any indirect, special, economic or consequential loss, arising in connection with any Order or Account.

#### 15. PRIVACY

15.1 JB Hi-Fi's policy on the collection, use and disclosure of customers' personal information is set out in its [Privacy Policy](#) which forms part of these Terms and Conditions.

#### 16. WEBSITE TERMS

16.1 Your use of the Website is governed by the Website [Terms of Use](#).

#### 17. GENERAL

17.1 JB Hi-Fi reserves the right to amend these Terms and Conditions at any time. Any amendment will take effect from the time that it appears on the Website. The Terms and Conditions which apply at the time that you place your Order are the Terms and Conditions which will apply to your Order.

17.2 Any provision in these Terms and Conditions which is invalid or unenforceable in any jurisdiction is to be read down for the purpose of that jurisdiction, if possible, so as to be valid and enforceable, and otherwise shall be severed to the extent of the invalidity or unenforceability, without affecting the remaining provisions of these Terms and Conditions or affecting the validity or enforceability of that provision in any other jurisdiction.

17.3 These Terms and Conditions are governed by the laws of Victoria, Australia.