

Website Terms and Conditions of Sale

Between Sample Trading Pty Ltd (ABN 51 824 753 556) and Northside Cafe Group

Version 1 · Updated 2026-09-18

1. Who we are and what these terms do

This website at www.sampletrading.com.au is run by Sample Trading Pty Ltd, ABN 51 824 753 556 (we, us, our). You can reach us at hello@sampletrading.com.au.

These terms apply every time you use the site or place an order with us. By using the site or placing an order you agree to them, so please read them first. If you do not agree, do not use the site. We may update these terms from time to time by posting the new version on the site, and the terms that apply to your order are the ones published when you placed it.

2. Using the site and your account

You may use this site for your own lawful purposes. You agree not to interfere with the site or its security, not to use it to send unsolicited messages, not to copy or scrape our content for a competing service, and not to post anything unlawful, misleading or offensive.

If you create an account, you agree to give accurate details, to keep your password to yourself, and to tell us straight away if you think someone else is using your account. You are responsible for what happens on your account while you control it.

3. Orders

Our listings for products are an invitation to buy, not an offer. When you place an order you are making an offer to buy. A contract is only formed when we accept your order, which we do by sending you an order confirmation or, for a download, by giving you access.

We may refuse or cancel an order before acceptance, for example where the item is out of stock, where a price or description was clearly wrong, or where we reasonably suspect fraud. If we cancel after you have paid, we refund you in full by the same method you paid. We do our best to describe and picture everything accurately, and small variations in colour on your screen are normal.

4. Prices and payment

All prices are in Australian dollars. Prices shown on the site include GST. Shipping and any other charges are shown before you confirm your order.

Payment is due in full when you place your order, through the payment methods shown at checkout. We do not store your card details. Our payment provider handles the transaction and we only receive confirmation that it succeeded. If a payment is reversed or fails after we have supplied you, you agree to pay the amount owing on request.

5. Delivery

We deliver Sample entry. We usually dispatch and deliver within 14 business days of accepting your order, and we will tell you if we expect to take longer. Shipping is free on orders over \$4,800.

Delivery times are estimates, not promises, because carriers are outside our control. We are still responsible for getting your order to you within a reasonable time. Risk in goods passes to you on delivery to the address you gave us. If nobody is there and the carrier leaves the parcel or takes it back to a depot, please follow the carrier's instructions, and contact us at hello@sampletrading.com.au if it does not arrive.

6. Consumer guarantees

Our goods and services come with guarantees that cannot be excluded under the Australian Consumer Law. Goods must be of acceptable quality, match their description, be fit for any purpose we said they were fit for, and match any sample or demonstration model. Services must be provided with due care and skill and be fit for purpose.

For a major failure you can choose a refund, a replacement, or in the case of services, to cancel and get a refund of the unused part, and you can also claim compensation for reasonably foreseeable loss. For a failure that is not major we will repair, replace or resupply within a reasonable time. Nothing in these terms limits these rights, and if anything in these terms conflicts with them, those rights win.

7. Returns and refunds

If something is faulty, not as described, or fails to do what we said it would, contact us at hello@sampletrading.com.au with your order number and a photo or short description. We will tell you how to return it and we will cover the reasonable cost of returning a faulty item. We will then repair, replace or refund it in line with the clause above.

On top of your legal rights, we accept change of mind returns within 14 days of delivery, if the item is unused, in its original condition and packaging, and is not a hygiene, perishable or made to order item. For a change of mind return you pay the return postage and we refund the price of the item, not the original shipping. We do not have to give a refund only because you changed your mind about a digital download that has already been accessed, unless the law says otherwise.

8. Our content

We own or licence everything on this site, including text, photographs, logos, product descriptions, layout and code. You may view it, and print or save a copy for your own records or to place an order.

You may not copy, republish, sell or use our content for your own commercial purposes without our written permission. If you post a review, a photograph or any other content on our site, you keep owning it and you give us permission to display and share it in connection with our business, and you confirm it is yours to give.

9. Your privacy

We handle personal information in line with the Privacy Act 1988 and the Australian Privacy Principles, as set out in our privacy policy on this site. Our privacy policy forms part of these terms.

We collect what we need to take your order, deliver it, take payment, answer your questions and meet our record keeping obligations. If you want to know what we hold about you, or want it corrected, email hello@sampletrading.com.au.

10. Our liability

Nothing here excludes, restricts or changes any right you have under the Australian Consumer Law or any other law that cannot be excluded. Where we are allowed to limit our liability, and to the extent the law allows, our total liability to you for a claim connected with an order is limited to the amount you paid us for that order.

We are not liable for loss you could have avoided, for loss caused by your own act or failure to follow instructions, or for indirect loss such as lost profit, except where the law says otherwise. We do not promise the site will always be available or free of faults, and we may take it down for maintenance.

11. Closing an account

You may close your account at any time by emailing us. Closing an account does not cancel an order we have already accepted, and it does not affect either side's rights for things that happened before.

We may suspend or close your account by giving you 14 days written notice. We may act immediately, and tell you as soon as we can afterwards, only where you have seriously broken these terms, where we reasonably suspect fraud or unlawful use, or where we must act to comply with the law. If we close your account we will still honour any order already accepted or refund it.

12. If something goes wrong

If you have a complaint, email hello@sampletrading.com.au with your order number and what you want done. We will reply within five business days and we will try to sort it out with you directly.

If we cannot agree within twenty business days, we both agree to try mediation with a mediator we both accept, or one appointed by the Victorian Small Business Commission. Only after mediation has been attempted may either of us start court proceedings, except where urgent relief is needed. This clause does not limit your right to complain to a consumer protection regulator or to use a small claims tribunal.

13. Governing law

These terms are governed by the laws of Victoria, Australia. Both you and we submit to the non-exclusive jurisdiction of the courts of Victoria and any courts that hear appeals from them.

If you are a Northside Cafe Group outside Australia, you are responsible for any import duties, taxes or local rules that apply to your order.

14. The whole agreement

These terms, together with our privacy policy and your order confirmation, are the whole agreement between you and us about your order. They replace anything said or written before, including anything on social media or in an advertisement, unless we have confirmed it to you in writing.

If part of these terms cannot be enforced, that part is removed and the rest keeps working. We do not give up a right just because we do not enforce it straight away.

Signed by both parties

Sign and date below. Keep a signed copy each.

Sample Trading Pty Ltd

_____	_____	_____
Name and position	Signature	Date

Northside Cafe Group

_____	_____	_____
Name and position	Signature	Date