

Terms and Conditions for NepNeeds

Effective Date: 15 September 2025

Welcome to NepNeeds! These Terms and Conditions govern your use of our website www.nepneeds.com and our online grocery services in Melbourne, Australia. By accessing or using our website or services, you agree to be bound by these terms. If you do not agree, please do not use our website or services. These terms comply with the Australian Consumer Law (ACL) under the Competition and Consumer Act 2010 (Cth).

1. Definitions

- "We", "Us", "Our": Refers to [Your Grocery Store Name], a business registered in Melbourne, Australia.
- "You", "User": Refers to any individual or entity using our website or services.
- "Services": Includes browsing our website, creating an account, and purchasing groceries (including Nepali, Indian, and Asian products) for delivery.

2. Use of Our Website

- You must be at least 18 years old to use our services or have parental consent if under 18.
- You agree not to use our website for unlawful purposes, transmit viruses or harmful code, infringe intellectual property, harass others, or disrupt functionality.
- All content on our website (e.g., images, text, logos) is owned by us or our licensors and protected by intellectual property laws. The site is provided "as is" without warranties of merchantability or fitness for purpose, except as required by law.
- We reserve the right to refuse service, limit access, or terminate use at our discretion for violations.

3. Account Registration

- To place orders, you may need to create an account with accurate, complete, and current information (e.g., name, email, address).

- You are responsible for maintaining the confidentiality of your account credentials and updating details (e.g., payment info) promptly.
- You indemnify us against claims arising from your breach of these terms or misuse of your account.
- We reserve the right to suspend or terminate accounts for misuse, inaccurate information, or violation of these terms.

4. Ordering and Payment

- **Order Acceptance:** Orders are subject to availability, stock, and our acceptance. We may refuse, limit, or cancel orders due to stock issues, errors, payment problems, or at our discretion (e.g., suspicious activity). We may notify you via email or phone and provide alternatives (e.g., substitute products of similar quality).
- **Pricing:** Prices are in AUD and will include GST where applicable. We reserve the right to correct pricing errors or update prices without notice. Product descriptions, images, and availability may change.
- **Payment:** Payments are processed securely via third-party providers (e.g., credit card, PayPal). You agree to provide valid payment details and are responsible for any billing inaccuracies.
- **Delivery:** We deliver within Melbourne and surrounding areas, Australia. Delivery times, fees, and zones will be confirmed at checkout. You are responsible for providing accurate delivery details (e.g., access instructions). Delays due to incorrect information or unforeseen events (e.g., weather) are not our liability. Perishable items (e.g., fresh produce, meat, dairy) are delivered with care but may vary in condition during transit.

5. Returns and Refunds

Our goal is customer satisfaction, but all returns are subject to inspection and these terms. Contact us at contact@nepneeds.com for requests.

- **Change of Mind or Faulty Items:** For non-perishable items, return within 10 days of receipt for a full refund or exchange (you bear return shipping costs unless faulty). For perishable items (e.g., meat, fish, vegetables, dairy), inspect at delivery and return to the driver immediately if unsatisfactory; otherwise, notify us within 1 day for evaluation. Perishables cannot be returned afterward due to food safety concerns.

- Damaged, Defective, or Wrong Items: Contact us within 24 hours of delivery for a refund, replacement, or credit, subject to our inspection (we may cover return costs if verified).
- Non-Returnable Items: Perishable goods (after initial inspection), custom or personalized products, personal care items (e.g., cosmetics), sale/clearance items, and gift cards are non-returnable.
- Refunds will be processed to the original payment method within 7 business days of approval. We do not offer refunds for orders cancelled after dispatch.
- This policy does not limit your ACL rights (see Section 8).

6. Cancellations

- You may cancel or modify an order before it is dispatched by contacting us at [insert contact details]. No fee for pre-dispatch cancellations.
- We reserve the right to cancel orders due to stock unavailability, payment issues, or other reasons (e.g., force majeure), with a full refund issued promptly.
- Post-dispatch cancellations are not accepted except as per our Returns Policy.

7. Limitation of Liability

- To the extent permitted by law, we are not liable for indirect, consequential, incidental, or punitive damages arising from your use of our website or services (e.g., lost profits, data loss).
- Our total liability is limited to the amount paid for the affected order or the cost of resupplying the services.
- We are not responsible for third-party services (e.g., payment processors, delivery couriers) or links to external sites.
- You use the site at your own risk; we do not guarantee product quality beyond ACL standards.

8. Australian Consumer Law

- Our goods and services come with guarantees that cannot be excluded under the Australian Consumer Law (ACL). You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage.
- You are also entitled to have goods repaired or replaced if they fail to be of acceptable quality and the failure does not amount to a major failure.

Nothing in these terms excludes or modifies your ACL rights. For disputes, contact us first; unresolved issues can be escalated to the Australian Competition and Consumer Commission (ACCC).

9. Termination

We may suspend or terminate your access to our website or services if you breach these terms, provide false information, or engage in prohibited conduct.

You may close your account at any time by contacting us. Termination does not affect accrued rights or liabilities.

10. Governing Law

These terms are governed by the laws of Victoria, Australia. Any disputes will be subject to the non-exclusive jurisdiction of the courts of Victoria.

11. Changes to These Terms

We may update these terms from time to time to reflect changes in our services or laws. Changes will be posted on this page with an updated effective date. Continued use constitutes acceptance.

12. Contact Us

If you have questions about these Terms and Conditions, contact us at:

Email: contact@nepneeds.com

Phone: +61 493 306 498