Outside Living Terms and Conditions

General

This website (<u>www.outsideliving.com.au</u>) is owned and operated by Outside Living Pty Ltd (ABN 97 077 163 663)

By using our website you are agreeing to our terms and conditions. We may vary the terms and conditions at any time. Changes will be incorporated into these terms and conditions without direct notification to you. Your ongoing use of the website confirms your acceptance of the amended term and conditions.

Accessing and using the website is subject to these terms and conditions and is at your own risk. The site and its contents may contain errors, faults and may not be complete and current.

Outside Living makes no guarantee of any kind regarding the function of the site or the information contained on the site (except as provided under laws of New South Wales and Australia).

Outside Living is not liable for any loss or damage that occurs as a result of the use of this site or the use of any site linked to this site.

Copyright

This site is owned by Outside Living and is protected by copyright. Sections of the site can be copied solely for the purpose of personal, non-commercial use to support placing an order with Outside Living. Any other use, including reproduction, download and being linked externally, is prohibited.

Terminology

Business Day – Monday to Friday between the hours of 9.00am and 5.00pm, excluding public holidays.

Customer - the person or entity purchasing the goods

Delivery – goods being transported to a nominated site

Custom Delivery – a delivery customised for an order. The custom delivery may be due to the bulky or heavy nature of the goods, site conditions, delivery address, parking restrictions or special requests made by the customer.

Standard Delivery – goods delivered to the nominated site inside the gate or to ground level entry.

Goods - products and services offered for sale by Outside Living

Order – a request by the customer to purchase goods from Outside Living under these terms

Payment

Payment for goods and delivery is due prior to deliver or collection of goods. We accept the following forms of payment –

- E-Way credit card (Mastercard and Visa)
- Paypal

If you would prefer to arrange for payment over phone, please Contact Us. We do not store credit card details. At the completion of the payment your credit card information is destroyed.

Payment must be cleared by Outside Living prior to goods being dispatched.

A 50% deposit is required to hold stock. The balance is payable prior to delivery/release of stock. Stock will be held for a period of time agreed by Outside Living and the customer.

Delivery

We are based in Sydney and deliver goods to Sydney and across Australia. Contact Us with any queries in relation to delivery – we will do our best to help.

Delivery may attract a fee that is payable in addition to the price of each of the goods.

Standard Delivery of goods is to metropolitan areas of Sydney. Special Delivery of goods can be arranged Australia wide – simply Contact Us and we will provide a quote.

When your order includes multiple items, or when we are waiting on an item to be available, multiple deliveries may be required. We will contact you to see if you are happy to receive multiple deliveries or would prefer to wait and receive a single delivery when all goods are available.

We use delivery agents to deliver your goods. We share your details, including your name and delivery address, for the purpose of delivering your goods.

Goods are generally delivered inside the gate or to the front door of the dwelling. Standard delivery does not include carrying the goods through the site involving difficult access, steep driveways or stairs. Contact Us to talk through delivery conditions. We may need to arrange a special delivery for your items. There may be an additional time and cost for special deliveries.

Delivery of large, bulky and heavy items is limited and needs to be discussed with us.

You must inspect the delivered goods to ensure they match your order. You must notify Outside Living in writing of any fault, damage, shortage or other non-compliance. Notification must be received by Outside Living within 24 hours of receipt of goods.

Outside Living is not liable for any loss, damage, cost or injury suffered as a result of changes in delivery times or a delay in delivery.

You must provide us with as much information as possible in relation to the delivery address including –

- Restricted access or parking
- Limited access to the delivery address

<u>Availability</u>

We make reasonable attempts to keep our available goods up to date. From time to time certain goods may be out of stock or unavailable. When this happens we will contact you within one business day. A full refund will be offered if the delayed delivery does not suit you or if the stock is unavailable.

<u>Returns</u>

Outside Living complies with Australian Consumer Law. Full refund or replacement (including shipping costs) will be available if you have received the wrong or damaged goods. It is important

you select carefully, as we do not offer refunds or exchange of goods for change of mind. We encourage you to contact us with any questions you might have for any of our products.

After receiving your order, you must inspect the goods and notify Outside Living in writing of any fault, damage, shortage or other non-compliance. Notification must be received by Outside Living within 24 hours of receipt of goods. Notification should include proof of purchase and evidence of any fault, damage, shortage or other non-compliance.

<u>Prices</u>

All prices are in Australian dollars and include GST.

All prices are exclusive of delivery and handling charges.

Description of Goods

Images of the goods we offer are for illustrative purposes and may vary from the actual goods offered.

The products offered for sale by Outside Living naturally feature variations in shade, texture, pattern, colour and general appearance. Dimensions may vary slightly from those provided. Any accessories are not included in the sale price of an item.

Over time, goods may develop markings, scuff marks or scratchings, distortions and changes in colour.

<u>Orders</u>

An order placed by you is an offer by you to purchase a particular product. Outside Living reserves the right to accept or reject your offer. Reasons for this may include – stock availability, incorrect product information, incorrect pricing or an error in your order. When an order is rejected, you will be notified by email and offered a full refund of any money paid to use.

When an item is purchased online and is found to be unavailable, Outside Living will contact you within one business day. You will be offered a full refund or exchange. Alternatively, we can tell you when the stock is expected to be available and you may place an order on hold.

<u>Privacy</u>

As we conduct our business, we collect personal information about our customers. This may include -

- Name and contact details, order details and delivery address, details of an enquiry, feedback
- Shopping and product preferences, goods and services preferences
- Payment history,
- Image recordings through our CCTV cameras when you visit our studio

Cookies are used to collect information about visits to our website, including web browsing history, transactional data, payment histories and user preferences.

The information is collected to maintain and improve the services we provide, including -

- Processing transactions in-store, online and over the phone
- Promoting Outside Living and its products and services through direct marketing, competitions, public relations and social media

- Developing the product and service range we offer to customers
- Protecting the security of our studio, staff, customers, suppliers and goods (including theft and fraud).
- Responding to queries and resolving complaints
- General planning and administration

The information collected is stored in electronic databases, email contact lists and in printed documents.

Outside Living operates in a reasonable manner to secure the privacy of our customers. We cannot guarantee the security of information you disclose and we accept no fault if there is a failure.

Outside Living will not sell, rent, lease or disclose your personal information to others without your written consent or as outlined in this policy. We may share your personal information to allow us to conduct our business. This may include sharing the information with

- financial institutions,
- contracted service providers. For example, delivery and shipping agents,
- information technology providers,
- external business advisers,
- third parties that provide services to Outside Living and that are bound by this policy.

<u>Links</u>

Links to third party sites that are not operated by Outside Living are provided for customer convenience. Outside Living is not responsible for the privacy or security of those sites, which are not bound by this policy.

Changes to Terms and Conditions

Outside Living may vary these terms and conditions at any time. Changes will be incorporated into the terms and conditions without direct notification to you. Your ongoing use of the website confirms your acceptance of the amended term and conditions.