

DELTA & CO FURNITURE

Terms & Conditions

1. Our Service

At Delta Furniture ('Delta Furniture', 'Us' or 'We'), we provide our customers ('You') with quality and custom-made pieces of furniture. For more information on our products, materials or our design process, please contact our Customer Care Team. We reserve our right to make modification to our service at any time without notice. We also reserve our right to refuse service to any person that demonstrate disruptive behaviour, due to safety reasons or that we deem as having misused our service or website, or used it in an illegal manner or any prohibited purpose.

2. Website

- 2.1. You are responsible and liable for your actions, behaviour when using Delta Furniture's website.
- 2.2. You are permitted to use our website for your personal, non-commercial use only.
- 2.3. The maximum extent permitted by law, Delta Furniture cannot be held liable for any loss or damage that you may suffer as a direct or indirect result of accessing our website.

3. Product

- 3.1. Specifications of our products are subject to change without notice. Dimensions are approximate only and are subject to variation. Timber pieces will, in particular, vary in colour and appearance. Any differences in the initial appearance as a result of environmental changes or natural ageing of pieces (i.e. Cracks and splits, shrinkage and expansion) are not considered as defects or flaws.

4. Order & Payment

- 4.1. An initial deposit is required to be paid before an Order (including delivery booking) is processed. The initial deposit must be no less than fifty (50) percent of the total order value inclusive of GST.
- 4.2. The balance amount of an Order must be paid and payment must be cleared prior to confirmation of delivery booking.
- 4.3. **Certain goods may be out of stock or be subject to long lead times, the estimated lead time is around 10 to 14 weeks.** If we are unable to fulfil your order, you may choose to refund your goods or refund in a form of Delta Gift Card (store credit) and we will provide you with an extra 5% of store credit.
- 4.4. The estimated lead time is an approximation only and is subject to change.

5. Pricing

- 5.1. Goods are quoted in Australian Dollars and inclusive of GST unless otherwise specified.
- 5.2. Your goods payable to Delta Furniture does not include delivery fees.
- 5.3. Our pricing is subject to change without notice.

6. Order Variation, Returns & Refunds

- 6.1. Delta Furniture mainly imports goods from overseas suppliers, in rare cases, may not supply the goods you have ordered as per our delivery schedule. If it is due to an act of God or any other event outside of our control that prevents us from providing you your goods, Delta Furniture may cancel your order and refund the deposit to you in the form of store credit without any liability whatsoever.
- 6.2. Delta Furniture is bound by the Australian Consumer Law and will process all returns and refunds in link with the legislation.
- 6.3. Please choose carefully as we do not provide refund or exchange due to change of mind.
- 6.4. If Delta Furniture accepts your cancellation, the following will apply:
 - o With stocked item product, fifty (50) percent of the deposit will be refunded to you in form of store credit notes;
 - o With customised product, your total deposit will be forfeited.
 - o You will have no further claim to the goods.
- 6.5. It is your responsibility to ensure that we can reach you to allow the goods to be delivered. If the goods are unable to be delivered due to limited access, cancellation fee as per clause 7.3 will apply. We offer an onsite access check prior to delivery with a charge. If Delta Furniture is unable to delivery after an onsite access check is conducted (given that the access remains the same), we will refund the goods in full.
- 6.6. If you fail to make any payments required by the due date or if the goods are no longer available for reasons outside Delta Furniture's

control, we will cancel this lay-by agreement. In the case where the Customer has failed to make payment any monies already paid are forfeited to Delta Furniture. In the case where the goods are no longer available for reasons outside of Delta Furniture's control you will be refunded in full in the form of store credit in relation to those goods.

- 6.7. Risk and liability in goods pass to you at the time of delivery of the Goods to your nominated address.
- 6.8. Regional customers must nominate their own transport carrier and pay all associated charges and insurances direct to that carrier. Collection of Goods must be coordinated in advance with a minimum of forty-eight (48) hours' notice including final payment in full.
7. **Delivery & Assemble Service**
 - 7.1. Delta Furniture offers delivery and assemble service with extra charges. You must inform us if the goods need to be delivered upstairs (either by lift or stairs), additional delivery fees may occur.
 - 7.2. Before delivery, please ensure that there is sufficient access and space and that any staircases and lifts providing access are suitable for the delivery. Every effort will be made to deliver the goods to your room of choice, provided it is safe and practical to do so.
 - 7.3. If our delivery team consider that delivery to the room of your choice is likely to cause damage to the goods or to the property, they will let you know and record the concern on a delivery document. You can still accept the delivery but we will not be liable for any damage caused to the goods or the property. However, our delivery team will take reasonable care when delivering the goods.
 - 7.4. Our delivery team are not permitted to and will not: remove doors, windows, doorframes in order to complete the delivery. Our delivery team will not remove their footwear whilst making deliveries. If you are concerned about possible damage to flooring, please make sure you cover the flooring with protective sheets.
 - 7.5. Delivery and installation fees will depend on where your order is being delivered, the size of the goods and the weight. It is the customer's responsibility to ensure that the correct delivery address, contact number(s) and email address are provided to Delta Furniture. You must inform Delta Furniture of any issues, difficulties or specific requirements associated with the delivery of the products and must ensure that the item ordered is capable of delivery.
 - 7.6. In the event that reasonable access has not been provided additional charges will be incurred and payable at, or before, the time of delivery. Someone aged over 18 must be present and able to accept the delivery at the delivery address. Delta Furniture reserves the right to nominate the day of delivery of the Goods, which will be performed within a mutually agreed timeframe, and all reasonable endeavours will be made to ensure this occurs. Unforeseeable circumstances may impact delivery within the agreed timeframe.
 - 7.7. Delta Furniture reserves the right to nominate the day of delivery of the Goods, which will be performed at a mutually agreed time.
 - 7.8. If you are not available to accept delivery at the nominated date and time, you must notify us and reschedule within 48 hours, otherwise we will charge a \$50.00 administration fee for rearrange and redelivery.
 - 7.9. **We may charge a storage fee of \$200.00 (inclusive GST) per month for each item if you are unable to accept delivery within 21 days from the date, we notify you that the goods are ready for delivery.**
 - 7.10. In the event of any unforeseen circumstances (such as truck breakdown, traffic accident, major traffic delays or severe weather), we will do our best to contact you to rearrange an alternative delivery time or date. We will not be responsible for any losses incurred due to a delay in delivery arising out of any cause beyond our control.
8. **Collection of Goods**
 - 8.1. This section applies if you elect to collect or arrange your own collection and delivery of goods:
 - We will not accept claims of scratches, indentations, marks, missing colour or any other visible damage once you have collected the goods from our warehouse/shop.
 - You must contact our Dispatch Department 48 hours prior to pick up and make an appointment.
 - Payment must be made in full prior to collection of goods.
 - You must present your original Sales Order and Payment Receipt to collect your goods.

- We, our staff are unable to assist you with lifting or moving goods that are outside of our warehouse/ shop. Please ensure you have sufficient help to carry and load your goods from our warehouse to your vehicle.

8.2. It is important that you inspect the goods thoroughly before taking the goods and sign off on the goods before leaving our shop/warehouse.

8.3. Regional Customers must nominate their own transport carrier and pay all associated charges and insurances direct to that carrier. Collection of Goods must be coordinated in advance with a minimum of forty-eight (48) hours’ notice including final payment in full. All Goods will be assessed in line with standard Quality Control procedures prior to collection, after which point the onus rests with the Customer and their transport carrier.

9. **Delta Gift Card**

If you are purchasing a Gift Card as a gift for another person, you should ensure that person is aware of these Terms including the expiry date of the Gift Card. Any gift card/coupon will be valid for eighteen months from the date of purchase.

Gift cards may be used to purchase goods at Delta Furniture stores within Australia. You cannot exchange a gift card or coupon, for cash.

Delta Furniture may collect personal information about you or the recipient and create an account in the name of the cardholder which will be linked to the unique reference number of the card.

You cannot exchange a Gift Card or part of it for cash.

Authority refund will be credited back to the gift card or otherwise as required by law.

Any balance remaining on a Gift Card after its expiry will be forfeited and will automatically become the property of Delta Furniture.

The Gift Card remains the property of Delta.

Gift Cards are the sole responsibility of the purchaser and recipient. Delta Furniture is not responsible for lost, stolen or damaged cards or unauthorized use.

10. **Warranties**

10.1. Damaged goods

10.1.1. You are required to inspect the goods when it is delivered. Any visible damage to the goods needs to be identified to the delivery driver at the time of receipt. If the goods are received in a packaging form, the you must notify us of the damage within 48 hours of delivery. Delta Furniture will not take any responsibility for the damage if you do not notify the delivery driver or us accordingly.

10.2. Manufacturer’s warranty

10.2.1. Manufacturer’s warranty is an additional warranty, you will be advised separately if your goods contain Manufacturer’s warranty

11. **Consumer Guarantee and Exclusion**

i. Normal wear and tear (refer to Care Instructions) ii. Result of natural and normal usage iii. Damage caused by spills

iv. Damage caused by improper cleaning, negligence, treatment of the product with chemicals, exposure to sun, extreme heat or bright light

v. Damaged caused by mis-use of goods

vi. Damage caused by work, delivery or installation carried out by a contractor or third party no approved by Delta Furniture

12. **Care Instructions**

12.1. Please ensure that your furniture is used as it was intended.

12.2. For the leather and fabric care, please note that Sharp or abrasive objects such as shoes, belt buckles, rings and zippers can damage furniture.

12.3. Dye transfer from clothes, such as denim, is also possible and ink stains from pens must be attended to quickly to avoid becoming permanent. An ink-away product may assist to remove the mark. Do not sitting on furniture when wearing wet swimming costumes and towels, as this can damage the leather. Do not attempt to use alcohol, chemicals or detergents as these may cause greater damage and discolouration.

12.4. For the timber care, please placing timber furniture away from direct sunlight to avoid warping and discolouration. Do not use polishes containing silicon or products that leave a greasy film, and avoid general cleaning products on timber surfaces. To minimise scratching timber surfaces, avoid dragging objects across the surface. To avoid the marks, do not place hot or freezing bottle directly onto surface.

12.5. For the Marble and sintered stone, do not place heavy item on top. Do not place hot items directly on the marble surface.

13. **Privacy**

13.1. Delta Furniture is committed to protecting your privacy and personal information. We collect, hold, use and disclose personal information to assist us in carrying on our business, including to provide products and services to you.

14. **Disclaimer & Liability**

14.1. Our entire liability to you under these general terms and conditions and returns policy shall not exceed the price paid for the goods you have purchased through Delta Furniture, provided that we take reasonable care when we deliver the goods to you.

14.2. We will not be liable to you for any loss of revenue, profits, anticipated savings, goodwill or business opportunity, for any injury to your reputation or for any losses that are not reasonably foreseeable by both of us at the time your purchase is made or your order is accepted.

14.3. Despite the limitations in paragraphs above, we do not in any way limit our liability to you for death, personal injury or fraud.

14.4. Where you buy as a consumer, these general terms and conditions and the returns policy will not affect your rights under law which cannot be otherwise excluded.

15. **Jurisdiction**

15.1. If you are a customer, please note that our terms and conditions, their subject matter and formation, are governed by and construed in accordance with the laws of Queensland and the parties submit to the non-exclusive jurisdiction of the courts and tribunals of Queensland.

16. **Enquiry**

For all enquiries about our terms and condition, please contact our Customer Care Team on 0481 223 966 or email us at admin@deltahome.com.au.

Type of Warranty	Period of Warranty (from date of purchase)	Details
Mattress	5 years	All mattress product in store
Structural (excluding outdoor furniture)	7 years	Including bed frames, sofas, armchairs, lights and homewares
Nature and surface material	1 years	Marble, sintered stone, leatherier,fabric,leather,
All other furniture products	1 years	Dining tables and chairs, coffee table, corner table and timber products
Upholstery and accessories	1 year	Includes compressions and expansion from polyurethane foam and feather inserts.