

## Terms and Conditions

These Terms and Conditions, which include our Privacy Policy, set out the terms of the agreement between you and The Enviro Plastics Australia. By using our website, you unreservedly accept these Terms and Conditions, including our Privacy Policy, and you agree that your use of our website, including any purchase of goods from us, is subject to the terms thereof.

These Terms and Conditions cannot be varied without our written consent. We may update these Terms and Conditions from time to time and the current version will always be shown on the Terms and Conditions page of our website. We encourage you to read these Terms and Conditions and contact us if you have any questions. If you do not agree to these Terms and Conditions, you must not use our website in any manner.

We will not be liable if for any reason our website is unavailable at any time or for any period. From time to time, we may need to restrict access to our website (wholly or partly).

You are responsible for making all arrangements necessary for your own access to our website. You are also responsible for ensuring that all persons who access our website through your internet connection are aware of these Terms and Conditions, and that they comply with them.

If the need arises, we may suspend access to our website, or close it indefinitely. We will use reasonable endeavours to ensure our website contains accurate information and content, however, we reserve the right to update our website as soon as an inaccuracy or error is brought to our attention.

If delivery of an order will result in unacceptably high freight charges, we reserve the right to contact you to request further shipping fees or to cancel an order prior to dispatch. If we cancel your order in these circumstances we will issue a full refund to you.

In the unlikely event that a product is unavailable, we reserve the right to cancel your order prior to dispatch. We will contact you as soon as possible to let you know.

## Delivery

**Delivery Fees:** Delivery fees and times vary for different products and are calculated based on the size and weight of your order and its destination. We will send you an email to let you know when your item has been dispatched by us or if we anticipate delays.

Risk in the products passes to you on commencement of delivery. We do not accept liability for any loss, theft or damage to the products after delivery.

**Delivery methods & locations:** We work with a number of delivery partners and courier companies in order to deliver nationwide; in some cases, this may be handed to a third party to ensure remote areas can be accommodated. Your order will be delivered to the delivery address provided by you

Delivery is to a ground floor; if the delivery is in a multi-story building the delivery company will not travel past the ground floor front door.

For larger high value items, we may be able to offer alternate delivery service, however this is not available for all items and all areas. Our customer care team can confirm if this is available to your order and area, applicable fees and charges will apply for this service.

We reserve the right to refuse delivery to specific locations for items we deem at high risk of loss or damage, and also areas that are inaccessible with standard courier and delivery services. In this case, you may choose to have an item delivered using your own couriers, in which case all insurance for loss or damage to the order caused by the delivery will be your responsibility.

You agree to pay any shipping and handling charges presented to you at the time you make a purchase.

We deliver most products Australia-wide. In some cases, we will only be able to deliver products in metropolitan areas. This information will be shown on the product listing. We are not able to accept orders for international delivery at this time.

**Delivery failure:** It is important that you verify your information is correct before placing your order, especially your delivery address. If the address provided is incorrect and the package is returned, you will be billed for the additional

shipping charges for your delivery to reach you. You agree to this by placing an order with us, we reserve the right to pass on applicable charges to you if you provide wrong address information. We also require a contact phone number, which may be used by

## RETURNS

Please note we do not offer refunds for change of mind returns

You must lodge a return request via email. Items returned must be in 'as-new' condition. This means you have not used, assembled, damaged, washed or laundered any of the items. Please return items secured in the original packaging. If you cannot return an item "as new" in its original packaging, a handling and restocking fee may apply up to 20% of the value of the item. The return shipping cost is the same as the initial delivery fee.

Unfortunately, items are occasionally damaged in transit.

When an item arrives and the packaging or the item itself is clearly and significantly damaged, you should take photos or video showing the damage, refuse to accept the delivery and contact us immediately. We'll share your feedback with our delivery partners and suppliers to ensure our service and the quality of packaging is improved. If you notice that an item is damaged after it has been delivered to you, please take photos or video clearly showing the damage and contact us as soon as possible, ideally within 3 business days of receiving your delivery.

The type of remedy we offer will depend upon the circumstances. We will work collaboratively with you to find an outcome that you're happy with. For example, we may arrange to:

- Suggest a self-repair (with an offer of compensation to you)
- Arrange a repair by a local tradesperson in your area (with an offer of compensation to you)
- Offer a partial r or refund
- Replace the product (subject to availability)
- Arrange for the product to be returned to us
- If we require you to return the product to us, we will pay the cost of the return.

## Wrong item delivered

Very occasionally we may accidentally ship the wrong item to you. If you have received an incorrect item, let us know as soon as you can, ideally within 3 business days of receiving your delivery. We will offer to send you the correct item and arrange for the pick-up and return of the incorrectly shipped item at no cost to you.

## Faults and Warranty Claims

The Uxbridge Group Pty Ltd warrants all goods to be free from defects in materials and workmanship, and of acceptable quality and durability for the purpose for which they are designed. Warranties and guarantees are provided in accordance with Australian Consumer Law.

If an item arrives that is missing parts, is faulty, is defective or has been damaged during manufacturing, please take photos or video clearly illustrating the problem and contact us as soon as possible, ideally within 3 business days of receiving your delivery.

## Exchange

Unfortunately, we do not offer exchanges. Simply return your items in accordance with our returns policy and place a new order.

## Your consumer rights

The goods you purchase come with guarantees that cannot be excluded under the Australian Consumer Law. If your product is faulty, broken or otherwise non-compliant with a consumer guarantee under the Australian Consumer Law please contact us as soon as possible with your name and order number and our customer care team will look after you.

## Our rights

I We reserve the right to refuse a return in cases where we cannot be reasonably satisfied that you purchased the product from us and where we deem damage to a product to be due to fair wear and tear, misuse, failure to use in accordance with manufacturer's instructions or failure to take reasonable care.