

Terms and conditions:

These terms and conditions of use govern your use of www.outdoorable.com.au (“our website”) and our Services. These terms and conditions are important, and you should ensure that you read them carefully and contact us with any questions before you use our website and Services. You can contact us at shop@outdoorable.com.au.

By using our website and Services you acknowledge and agree that you understand these terms and conditions and you agree to be bound by them, along with any and all general terms and conditions, disclaimers and privacy policy (together the “Terms”) posted on our website. We may change, add or remove any part of the Terms or any part of our website at any time at our discretion, without notice. If you do not agree to the Terms, you are not permitted to use our website or Services. You must be over the age of 18 years to use this website.

Using our website:

Our website is designed to enable you to discover more about our gazebo’s, pergolas and decks and any other products to describe the process involved in ordering, delivering and installation and other services. We encourage all visitors to act in a respectful manner and abide by the ethos and purpose for which our website is operating.

Terms of use:

If you wish to become a client and make use of our Services, you must send us an enquiry or call us. You warrant that all information you provide us is true, correct and up-to-date, and you agree to keep us updated with your contact information.

You agree you will not transmit any viruses, malware, worms, etc. of any kind and that you will not upload, post, host or transmit unsolicited material or messages to our website. You agree not to use the website for any unauthorised or unlawful purposes.

Payments:

All prices on our quotations are in Australian Dollars and are inclusive of GST. A 30% upfront deposit will be required upon acceptance of our quotation and before any work commences. The outstanding balance will be due upon completion of your order and prior to it being installed or shipped. Our prices may be amended at any time at our discretion.

Installation costs apply to Melbourne Metro areas only. Please contact shop@outdoorable.com.au for shipping and installation costs outside of this area.

Installation costs are based on the gazebo being installed onto a concrete slab or decking. Any other foundation may result in an additional charge to you the customer. If the site requires amendments prior to installation, the additional costs will be passed onto you the customer. Installation warranties only apply to products installed by an Outdoorable approved tradesperson.

Intellectual property rights:

Legal ownership in and title to all documents, including all designs on our website and created in the performance of the Services belongs to us. Nothing in these Terms

constitutes a transfer of any Intellectual Property Rights to you. You acknowledge and agree that, as between you and us, we own all Intellectual Property Rights in all material on our website, including but not limited to all text, images, information, logos and trademarks; and all material provided to you, or created by us or you in the performance of the Services, including but not limited to all designs.

Any material provided to you or created during the course of the Services is for your sole use only. You must not copy, reproduce, transmit electronically or otherwise use any material in whole or in part to re-sell material in any way. You must not attempt to benefit in a commercial fashion from any material, and in particular, any images, documents or designs. Any unauthorised use of materials on our website or provided during the course of the Services may violate laws and could result in criminal or civil penalties.

General information only:

The information contained on our website is for general information purposes only. It may not take into account your specific needs, objectives or circumstances, and any reliance you place on the information is at your own risk. We make no representation or warranties of any kind, express or implied, about the completeness, accuracy, reliability, sustainability or availability with respect to any of the information on the website for any particular purpose.

No warranty for website or links:

You agree and acknowledge that our website uses third party vendors and hosting partners to provide necessary software, hardware, service and storage. We do not warrant that our website will meet your requirements, or be available on an uninterrupted, secure, error-free, or virus free basis. We will use our best endeavours to ensure the website is always available and secure but, in some instances, this may be out of our control.

We may from time to time provide on our website, links to other websites, advertisements and information on those websites for your convenience. This does not necessarily imply sponsorship, endorsement, or approval of those websites. We take no responsibility for any of the content found on the linked websites, or for information or advice provided to you by third parties.

Australian Consumer Law:

Certain legislation including the Australian Consumer Law (ACL) in the *Consumer and Competition Act 2010* (Cth), and similar consumer protection laws and regulations may confer you with rights, warranties, guarantees and remedies relating to the provision of Services by us to you which cannot be excluded, restricted or modified (Statutory Rights).

Cancellation of website and termination of Services:

We have the right to terminate your access to our website at any time, and for any reason without notice. We may, at our discretion, suspend your access to the website, or terminate our agreement. Any breach of these Terms may be reason for terminating our agreement along with any suspected fraudulent, abusive or illegal activity. We reserve the right to disclose your personal information to a law enforcement authority or to any person for the purpose of legal proceedings, prosecution, investigation, or any other breach, or alleged breach of the law of these Terms.

Upon termination your rights to use our website immediately ceases. We may also bar you from further access to the website. We will also terminate your access to our Services if you fail to pay your invoices or if you breach our Terms. We are not responsible for providing any refunds for any Services as a result of breach of these Terms, illegal activity, or otherwise.

Limitation of Liability:

You agree and acknowledge that we are not liable for any Loss or Damage which may result from your use of our website or Services, your access to our inability to use the website, your reliance on our website or Services, or anything related to your use of any information or Services through our website. Our liability is governed by the Australian Consumer law, including any consumer guarantees provided by the Australian Consumer Law which cannot be excluded or modified, and these Terms.

To the extent that our liability cannot be excluded by law, our maximum liability to you is limited in the case of Services to the supply of the Services again; or refunding the cost to you the amount you have paid us for the relevant Services. Our failure to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision.

Indemnity:

You agree, by using our Services, to defend and hold us harmless against any Claims, relating to or arising out of (a) any information on our website or in providing Services that is not accurate, up to date or complete or is misleading or a misrepresentation; (b) your use of or inability to use the website or Services; (c) your breach of any Terms (d) your violation of any applicable laws, rules or regulations or any third party rights.

General:

This Agreement is governed by the laws of Victoria and each party submits to the jurisdiction of the courts of Victoria.

Definitions:

“Claims” means any causes of action, claims, proceedings and demands, debts, costs, liabilities and expenses (including reasonable legal fees).

“Intellectual Property Rights” means all trademarks, copyright, trade secrets, confidential information, inventions, discoveries, designs, ideas, patents, whether or not registrable.

“Loss or Damage” includes any direct, indirect, consequential or incidental loss or damage, and includes any physical, mental or emotional injury, death, loss of opportunity or revenue, insolvency, cancellations, loss of data or business interruption.

“Services” means the service of providing, delivering and installing gazebos, pergolas and decks and any associated services.

“website” means www.outdoorable.com.au.

“We/us” means Outdoorable Living Australia Pty Ltd (ABN 24 624 085 007) and its related entities and all directors, officers, employees and agents.

“You/your” means anyone using our website.