Unique Wall Beds Terms & Conditions

You agree to be bound by these Terms & Conditions. These terms & conditions apply to all goods & services provided to you. Unique Wall Beds reserves the right to correct any errors published on either the website or hard copy emails & pamphlets.



GENERAL

- <u>Please choose your Unique Wall Bed carefully as we do not give refunds simply because you have changed your mind, have made the wrong decision or found the item cheaper elsewhere. We recommend you carefully choose your Unique Wall Bed.</u>
- All faulty parts will be ordered and replaced providing it is a manufacturer's warranty issue. All other damaged parts must be paid for by the customer to be fixed and/or replaced. Please retain your paid invoice and/or receipt as proof of purchase.
- Invoices and quotes must be checked to make sure that all details and all items ordered are correct.
- Unique Wall Beds is not liable for any delay in performing any of their obligations if a delay is caused by circumstances beyond their control, including but no liable to failure of or interruption in the provision of the essential services such as electricity supply, bank payment systems and delivery services.
- Any abusive behaviour or abusive intent by Unique Wall Beds or the customer will not be tolerated under any circumstances. This will result in no dealings of any kind between Unique Wall Beds and the customer whatsoever
- Products provided by Unique Wall Beds remain the property of Unique Wall Beds until full and final payments have been made and has cleared
- Unique Wall Beds does not recommend using harsh/heavy elements or harsh/heavy cleaning products to clean your wall beds
- All Unique Wall Beds products are sold as a DIY (unless stated otherwise)
- Unique Wall Beds is not liable for loss of wages to customer's for having to take a day off work for delivery
- If you are on a payment plan with Unique Wall Beds and the price of the wall bed you have purchased changes in price prior to the full payment being received to Unique Wall Beds no changes in your original purchase price will occur whether it be of greater or lesser price/value

Please note Mattress' and any added units Side or Top are not included.

PAYMENT

- Invoices and any Cart items are to be paid 100% upfront before delivery is organised.
- Payments are to be made securely via our payment options linked to PayPal. If you don't have a PayPal account our Business Account Details will be provided to you on request for EFT or Direct Deposit with a Reference number for you to attach to your payment so your purchase can be recognised.
- All Invoices and Quotes are valid for 7 days only, from the date of issue. After the 7 days Invoices and Quotes will be voided if we do not hear from you, without further notice
- Funds must clear in the Unique Wall Beds account before any orders are placed/processed. This can take 24-48hrs to clear
- All components to the Unique Wall Beds order remain the property of Unique Wall Beds until the invoice has been paid in full
- There are no cash payments taken under any circumstances
- There are no Credit Card payments accepted unless paying via PayPal

- Cheques are to be made out to Unique Wall Beds and posted to the PO Box provided on the contact page (this needs to be advised & approved by Unique Wall Beds prior to cheques being made)
- No Unique Wall Bed will be organised for delivery until cheques have cleared. This can take 24-48hrs to occur
- Please read and check that all details on the invoice (with your order) are correct. If there is a mistake please reply with the correction ASAP to avoid disappointment when your Unique Wall Bed arrives.
- Once payment for your order has been received in full, Unique Wall Beds will send you an email, phone or text you within 24-48hrs to advise you of the delivery of your wall bed. If you have supplied no email or phone number this service cannot be provided to you.
- Unless we can get in touch with you by email or phone to notify you on your delivery day, your Unique Wall Bed will not be delivered
- All customers' details, that place an order, are kept on a secure Unique Wall Beds database.

LAYBY OPTION

- All laybys that have been agreed on by the Customer and Unique Wall Beds need to be paid in FULL and cleared in the account prior to Unique Wall Beds releasing the product to be delivered
- First initial payment is \$500 for the layby. This initial payment secures your Unique Wall Bed for you.
- Your 3 month layby will commence from the date of your initial \$500 payment
- If you are finding it difficult to finalise your layby by the end of the 3 months, Unique Wall Beds strongly suggest you advise us immediately (at least 2 weeks prior to the ending of your 3 month layby term) so Unique Wall Beds can make arrangements for you to re-adjust your layby term. By accepting the layby you have agreed to the purchasing of the wall bed.
- If the layby becomes more than 14 days past its 3 month term and no contact has been made to Unique Wall Beds by the customer the layby will cease immediately and be terminated by Unique Wall Beds after the 14th day. In the event this occurs Unique Wall Beds has the right to re-sell your wall bed to another customer and a new 3 Month Layby will be taken out between the customer & Unique Wall Beds once contact has been made between the Customer and Unique Wall Beds
- If the customer has not fulfilled the 3-month layby and no arrangements have been made between Unique Wall Beds and the customer, a fee of \$500 will be held by Unique Wall Beds prior to commencing a new Layby. This fee will be held from the monies already paid to Unique Wall Beds (this fee covers administration fees and any costs that have occurred to Unique Wall Beds for holding the layby)
- In the event a new layby term of 3 months occurs for your Unique Wall Bed (as stated above) an initial \$500 payment will need to be paid again to commence your layby and once this payment has been made your new layby of 3 months will commence. Any monies that were made from your previous layby will be transferred by Unique Wall Beds to your new 3 month term layby minus the \$500 fee (If you are having difficulties keeping your layby please contact Unique Wall Beds so arrangements can be made so these extra fees do not occur for you. Remember: We are here to help you achieve your space saving solution and we would love for you to own a Unique Wall Bed)
- Payments made via The layby system can only be made using EFT or Direct Deposit or Cheque not via PayPal
- There are no extra fees and charges that apply when using Unique Wall Beds layby option (within the 3 month period) This is why we only use EFT or Direct Deposit or Cheque as the payment option on your layby
- Unique Wall Beds will endeavour to make attempts to contact you if the 3-month period of your layby has past the due date for payment and has fallen into the 14-day period to make other arrangements with you. If Unique Wall Beds cannot get in touch with you and has made attempts to contact you via email, phone or text and the 14 days has lapsed and Unique Wall Beds is still not able to obtain contact and the layby has been terminated an email will be sent to you stating the fees that apply
- Unique Wall Beds will endeavour to send you a courtesy reminder via email or text 14 days & 7 days prior to the end of your 3 month layby reminding you that your final payment is approaching due

PRICES

- Prices shown are in Australian Dollars (AUD) and include GST. Prices may not include delivery and handling charges outside Metropolitan areas (unless stated otherwise)
- Prices are subject to change without notice
- Prices on services and repairs will be invoiced at the time of booking (if not covered on The Manufacture's Warranty)
- It's important to understand that we source the highest quality beds from overseas and at times the fees importing them into Australia may change without notice. The customer must cover any additional costs and you will be advised initially over the phone or by email if the price is different from any of our advertised prices before you make a deposit/payment based on the price you were given over the phone or by email from Unique Wall Beds.

WARRANTY

- Most Unique Wall Beds come with a 1 year Manufacturer's Warranty (Unless stated otherwise)
- Unique Wall Beds come with a 1 year Manufacturer's Warranty, which includes repair and/or replacement value parts up to the expiration date of warranty (Limitations and Restrictions do apply)*
- Manufacturer's Warranty of 1 year starts at the time of purchase date
- Your paid Invoice/Receipt should be kept in a safe place as this needs to be provided to Unique Wall Beds as proof of purchase for warranty purposes
- If the Unique Wall Bed gets damaged past the warranty period please call or email Unique Wall Beds. Replacement parts can be purchased.
- *Unique Wall Beds will assess the damage caused to the Mechanism (Wall Bed). If Unique Wall Beds deems that the damage is caused by misuse or abuse to the mechanism (wall bed), The warranty will be voided immediately
- Any intentional damaged caused to any of Unique Wall Beds products to claim warranty is illegal and this will result in your manufacturer's warranty being voided immediately
- Manufacturer's Warranty does not cover marks on the laminate as a result from everyday wear and tear, damaged caused by rough handling or misuse or using harsh/heavy elements or harsh/heavy cleaning products or the Wall Bed being assembled or disassembled, tempered with or exposed to moisture.
- Do not stand or jump on the slats or frame. Do not attempt to disassemble the slats from the base or frame.
- Do not stand or jump on any of the Unique Wall Beds products
- The weight allowable for the Unique Wall Beds products is 150kg for each person/each side
- The manufacturer's warranty does not apply to the Unique Wall Beds products if the wall bed has not been properly installed or uninstalled (a professional installer can be hired by the customer at the customers expense for installation or uninstallation) This will not be covered by Unique Wall Beds if any damaged is caused to the wall bed by the installer

DELIVERY

- <u>Delivery Included are within a 50km Radius of Brisbane, Sydney, Melbourne, Canberra & Adelaide Cities. Delivery Costs outside of these delivery zones are available at time of enquiry</u>
- The risk in the property of goods delivered passes to you, the customer, upon delivery of the goods
- The delivery quoted on the prices is for Australia only (unless stated otherwise) The deliveries for the Unique Wall Beds that have cabinetry included are quoted at time of ordering
- A \$50.00 charge will apply to the customer for each additional attempt to deliver the Unique Wall Bed product
- Please check all information on the invoice is correct with the delivery details, if the details are incorrect please call or email Unique Wall Beds prior to organising delivery. Any deliveries made to the

wrong delivery address will incur an extra charge for re-delivery to correct address. Loss or damage of products due to delivery made to wrong delivery address as stated on your invoice/receipt will not be covered by Unique Wall Beds

- No abusive behaviour of any kind between the driver and the customer will be tolerated. If this occurs this will result in the wall bed not being delivered and returned to Unique Wall Beds and will remain the property of Unique Wall Beds until the wall bed can be re-delivered. If re-delivery needs to be organised due to this a delivery fee will be charged to the customer and driver, Unique Wall Beds will not cover the cost for re-delivery due to irrational behaviour or conduct
- The processing of orders and deliveries are made Monday to Friday within business hours (excluding public holidays) there is strictly no deliveries made on weekends or after business hours
- Someone will need to be at the delivery address on the day of the delivery for the delivery driver to obtain a signature from you. This service is to <u>Kerb side only</u>. There is no set time of the delivery on the day of your delivery you will need to be available the entire day. The driver will not call on or prior to your delivery so please make sure you are at the delivery address to accept the delivery.
- The Delivery company Unique Wall Beds uses is a contractor they do not work for Unique Wall Beds we cannot ask for "favours" to suit customers needs
- During the "Wet Seasons" deliveries to The Northern Territory and Northern Queensland may be affected by adverse weather conditions. In this event, deliveries may take longer than usual timeframes
- Delivery timeframe on Unique Wall Beds products is 5-7working days (unless stated otherwise) once full payment has been made and cleared in the account
- Please have someone there to help the driver unload the boxes. The driver will need an able bodied person to assist the delivery driver to unload all the boxes.
- Some boxes may weigh over 50kgs
- Delivery timeframes may change from time to time due to unforseen circumstances. Unique Wall Beds will endeavour to provide the most up-to-date information if circumstances change
- Unique Wall Beds will not and cannot accept responsibility for delivery failures or delays by our third party delivery contractor
- <u>IMPORTANT</u>: The contents packaged are carefully inspected before shipping. Please inspect contents immediately upon arrival before the driver leaves. If any damage is visible, have the driver make a note on the delivery docket and sign his name before accepting the delivery. If any concealed damage is noticed when cartons are opened, please contact Unique Wall Beds immediately.

PICK UP

Unique Wall Beds does not have a pick up zone at this time

DISPLAY

• Unique Wall Beds is an online company. We currently do not have any models that are on our website on display. Although, Unique Wall Beds is considering opening a showroom in the future (this will be on our website when this occurs)

MATTRESS'

- Unique Wall Beds products do not come with mattress' (unless stated otherwise)
- Any Australian Standard Mattress will suit Unique Wall Beds (depth 20-25cm) unless stated otherwise
- Unique Wall Beds do not recommend Pillow top Mattress'
- If you require a mattress and do not want to provide your own, please contact Unique Wall Beds and we will use our resources to source you a mattress. Unique Wall Beds will provide this service to you outside our Wall Bed business. Prices will include mattress price and delivery cost to you

OTHER

- There is no cabinetry around the Unique Wall Bed mechanism unless stated on the quote/invoice, pamphlet or website
- Installations of all DIY Wall Beds are to be made by the customer or an installer that the customer hires (Unique Wall Beds can refer you to an installer in your area if needed)
- DIY Wall Beds instructions must be read carefully before starting the assembly. Charges apply for replacement parts when a part is damaged due to not reading the assembly instructions prior to commencing the installation. Most parts that are damaged can be replaced at a cost
- Complete Package Price includes cabinetry, mechanism and delivery to city metro areas unless stated otherwise. Additional delivery charges will apply outside these areas
- Colours that are available on cabinetry will be stated on the website or pamphlets
- If you have any queries in regards to the wall beds at Unique Wall Beds you can contact us via email or phone
- All Unique Wall Beds can be moved when you move
- Please be aware that all Unique Wall Beds will need to be anchored and secured to a secure structured wall prior to using
- INFORMATION PROVIDED ARE SUBJECT TO CHANGE WITHOUT NOTICE

DISCLAIMER

Should in the event of any claim be made and proven to not be the fault of Unique Wall Beds there will be a cost to the claimant which may be noted as an administration fee of \$550.00 followed by an hourly fee of \$220.00 per hour. The fees include any time spent over the phone, writing emails, letters, court attendance, mediation or any other event that requires any time by any staff or owners of Unique Wall Beds. These fees will start at the time any staff member leaves their home to the time they arrive back home.

Other costs that will be charged are costs related to involving the staff of Unique Wall Beds which will be charged at an hourly rate of no less than \$25.00 per hour starting at the time the staff member leaves their home to the time they arrive back home.

Phone: 0405 133 997

Email: sales@uniquewallbeds.com.au

Online & Phone Trading Hours: Mon-Fri 9.30am - 3.30pm