

On-Line - Australia Only

As a valued customer of Space to Create, we would like you to be familiar with our trading terms, to ensure that your Space to Create experience is a satisfying one. Please feel free to speak with one of our sales team if you have any further questions.

I| About Space to Create

- i. Your purchase of goods from www.spacetocreate.co (“website”) is subject to these Terms and Conditions of Sale (“Terms”). If you do not accept these Terms, you must refrain from using this website or making a purchase from this website.
- ii. Space to Create Pty Ltd - ABN 69 600 244 068 of 77 Sutton Street North Melbourne Victoria 3051 (“us”, “our”, “we”, “Space to Create”), carries on business from the website.
- iii. The goods and services described in this website are available from Space to Create Australia only.
- iv. You and Space to Create may enter into a sale contract for the sale and supply of products and services described in this website, by you making an offer to Space to Create via the website, to purchase the goods and services at the specified price, subject to these Terms.
- v. The Space to Create logo and words are registered trademarks of Space to Create Pty Ltd and used under a limited license by Space to Create.
- vi. In these terms:
 - a. “you”, “user”, “member”, and “guest” means anyone who visits and/or uses this website;
 - b. reference to a “third party” in these terms includes a reference to any agent or contractor of Space to Create or of any of their related bodies corporate, and any person engaged by any of them, in the creation, provision or maintenance of the website or in the fulfilment of Orders made through the website, and includes any of them;
 - c. a reference to the “website” means www.spacetocreate.co
 - d. “Order” means an offer made by you in response to an invitation to treat made by Space to Create via the website.

2| User Agreement

- i. By accessing and/or using the website, you accept these terms and agree to be bound by them, and an agreement is formed between us and you.
- ii. These Terms may be amended at any time without notice and your access to this website may be terminated at any time without notice. Your continued use of the website following such amendment of these Terms will represent an agreement by you to be bound by these Terms as amended. We recommend you review the terms for amendments each time you use the website and before placing any Order. Should we choose to provide you with notice of amended terms, you agree to receive email notification of the amendments from us or our third party.

3| Legal Capacity

- i. You must be eighteen (18) years of age or over to purchase products from the website.
- ii. Any Order and/or purchase made by you using this website is an acknowledgement by you that you:
 - a. are over the age of eighteen (18) years;
 - b. accept these terms;
 - c. agree that you have entered into a legal contract with Space to Create in relation to these terms; and
 - d. these terms, together with your order, constitute the entire agreement between you and Space to Create for the supply of products.
- iii. Space to Create reserves the right to take legal action and seek compensation from the parent or guardian of a minor who causes an order to be placed, for any loss or damage Space to Create may suffer as a result of a transaction entered into by a minor.

4| General Information

- i. Product Images are for illustrative purposes only and may vary from products depicted or described.
- ii. Reproduction of colours is as accurate as possible, but please note that colours on actual products made and shipped may vary slightly from what is displayed on your monitor.

5| Website Content

- i. Space to Create may, at any time, add or remove content from this website without notice.
- ii. Any articles, information or content published on this website must be read subject to these Terms and Conditions.
- iii. Although Space to Create uses its best endeavours to confirm the accuracy of any information, photographs and product renders published on this website, you agree that Space to Create cannot be held responsible for inaccuracies or errors caused by incorrect information supplied to Space to Create by its suppliers.
- iv. The information, materials and services on this website are provided for general information purposes only. It is current at the time of first publication. It is not legal or other professional advice or intended to be comprehensive. You are responsible for determining the validity, quality and relevance of any information, material or service assessed and to take appropriate independent advice before acting or relying on any of it to ensure that it meets your particular requirements. You should report any error or omission in any information, material or service, via customer feedback.
- v. Neither Space to Create nor any third party will be liable for any errors in content, or for any actions you take in relying on them. Neither you nor any other person may hold Space to Create liable for any delays, inaccuracies, errors or omissions in respect of such content, the transmission or delivery of such content or any loss or damage arising from any of them.

6| Advice and technical information

i. Any advice, recommendation, information, technical information, specification, drawing, description, illustration, dimensions, assistance or service provided by Space to Create in relation to any product(s) is given in good faith and is believed by Space to Create to be appropriate and reliable at the time it was given. However, any such advice, recommendation, information, technical information, specification, drawing, description, illustration, dimensions, assistance or service provided by Space to Create in relation to any products supplied by Space to Create is approximate only.

7| Intellectual Property Rights

- i. You acknowledge that any intellectual property rights, including graphics, logos, trademarks, distinctive brand features, design, text, icons, the arrangement of them, sound recordings and all software relating to this website are owned by Space to Create.
- ii. The intellectual property rights including moral rights in respect to all furniture products displayed and available for sale on this website as at December 2015 are owned by Space to Create Pty Ltd ABN 69 600 244 068/ ACN 600 244 068.
- iii. You acknowledge that any intellectual property rights in relation to these Terms and Conditions remain the property of their respective owners and must not be used in any manner without the prior written consent of the owners. These intellectual property rights are protected by Australian and international laws and nothing in these Terms and Conditions gives you a right to use any of them.

8| Orders

- i. Please choose carefully as refunds are not provided where you have simply changed your mind or made a wrong selection. We recommend you carefully preview any proposed Orders before adding them to your shopping cart and proceeding with your Order.
- ii. Your online Order must be paid prior to arrangements being made for the manufacture or supply of the products. Payment of goods must be made by:
 - a. 30% of the agreed price upon confirmation of order; and
 - b. the balance of the agreed price made 48 hours prior to delivery of the goods. Payment must be made by credit card, bank transfer or cash.
- iii. Representations of products for sale made by Space to Create via the website do not constitute an offer to sell but an invitation to treat.
- iv. You and Space to Create may enter into a contract for the sale and supply of products by you making an offer via the website to purchase a product at the price advertised on the website by:
 - a. placing an electronic Order for the products using the website;
 - b. you confirming the Order details in accordance with the procedure on the website;

- c. you making payment in full (plus any applicable delivery charges) on the website; and
 - d. the acceptance of that offer by Space to Create.
- v. When entering into a sale contract via the website, you will be taken to have communicated your offer to purchase the product(s) only when:
- a. any requirements set out in these terms have been met;
 - b. the electronic instruction containing the offer from you enters and is recorded in our database;
 - c. a record is created and stored in our database; and
 - d. Space to Create receives in its account full payment from you for the product (including any applicable delivery and handling charges) and confirmation of that payment is received by our database.
- vi. You acknowledge that:
- a. the transmission of your offer or the confirmation made through an electronic instruction may not be received by Space to Create for reasons beyond either parties' reasonable control including but not limited to, electronic failure, mechanical, software, computer, or telecommunications, or the omission or failure of third party website providers or systems;
 - b. to the extent permitted by law, Space to Create is not liable to you in any way for any loss or damage at all and however caused, arising directly or indirectly in connection with the transmission of an electronic instruction through the website, or any failure to receive an electronic instruction for whatever reason;
 - c. Space to Create may treat an electronic instruction as authentic and is under no obligation to investigate the authenticity or authority of persons issuing or transmitting such electronic instructions, or to verify the accuracy and completeness of such electronic instructions.
- vii. You will receive an email from Space to Create as soon as practicable after you have confirmed your Order. If you have any questions you may contact us at info@spacetocreate.co
- viii. If your Order is not accepted by Space to Create, Space to Create will notify you by telephone or email prior to your order being processed.
- ix. Space to Create may, in its sole and absolute discretion, accept or reject any offer made by you for any reason (or no reason), including an error in the advertised price for, or description of, the products on the website, or an error in your Order.
- x. Any representations made about stock availabilities are accurate to the last known stock level and are subject to change. If Space to Create cannot supply a particular product, Space to Create will notify you by telephone or email as soon as possible.
- xi. Space to Create will deem to have accepted your Order by email of an Order Confirmation for the sale and the fulfilment of your Order.

9| Price

- i. Prices shown are in Australian dollars and include GST where applicable. Prices may not include delivery and handling charges. Prices are subject to change.
- ii. Each published saving in respect of a product is by reference to the lower of the recommended retail price of the manufacturer or the normal ticketed price of Space to Create.
- iii. Unless otherwise stated, any accessories shown in any image of products are not included in the price.
- iv. We reserve the right to correct any errors published on the website.

10| Payment

- i. All payments must be made in full prior to delivery.
- ii. Payments may be made via credit card facility or as a direct bank transfer into Space to Create bank account and will be subject to any terms and conditions of these providers.

11| Supply and Delivery

- i. Subject to you complying with these Terms and acceptance of your Order by Space to Create, Space to Create will sell and supply the products to you as shown on your Order confirmation.
- ii. Products may not be available for immediate delivery. Space to Create will endeavour to deliver your Order within the lead-time indicated at the time your order was placed. You agree that your Order for any customised furniture item may take up to 120 days, plus delivery from the date you place your order. This timeframe is the average manufacturing lead-time required by Space to Create. Space to Create will contact you on receipt of your Order to notify you of the indicative delivery date.
- iii. Other than in respect of Orders for furniture, or deliveries to regional or remote areas, if Space to Create gives you notice that it will be unable to deliver your Order within 7 business days of receipt of your Order, due to lack of stock, you may cancel your Order without charge, and Space to Create will arrange for a full refund of any payment made by you to be processed.
- iv. Delivery times may be greater than 10 business days for regional or remote areas.
- v. Delivery dates are estimates only and we are unable to accept any liability for failure to deliver the products within the specified time resulting from shipment/delivery delays from our suppliers.
- vi. Delivery times will be arranged with you in advance. If you are unable to accept delivery of your customised product a storage fee may be payable. Storage fees will be applied on a weekly basis until delivery has been completed and are payable prior to final delivery.
- vii. If there is no one available to accept delivery on the pre-arranged delivery date, transport and re-delivery costs will apply.

- viii. Should you arrange your own delivery then the goods become your responsibility upon collection from Space to Create's premises.

12| Delivery by Courier or Freight Carrier

- i. The terms of this clause apply where you select to have your goods delivered to a specified address.
- ii. The delivery address must be an address within Australia and cannot be a freight forwarding location. Deliveries cannot be made to PO Boxes.
- iii. On acceptance of your Order by Space to Create, your Order will be dispatched to your specified delivery address generally within 7 business days of the date you placed your Order for items that are in stock.
- iv. If you Order large or bulky items, Space to Create will contact you by telephone or email to arrange with you a suitable time for delivery.
- v. You will be required to be available in person to accept delivery of your Order.
- vi. If you wish to change the delivery date or delivery address you must contact us at info@spacetocreate.co at least 48 hours prior to the dispatch of your Order.
- vii. Space to Create will endeavour to deliver your Order within any stated timeframes for dispatch, however Space to Create does not warrant that these timeframes will always be met, as many factors may affect these timeframes.
- viii. You must advise at the time you place your Order via the website or later when you discuss delivery with Space to Create, of any difficulties that may be involved in the delivery (such as stairs, lifts and lift capacity or narrow entries).
 - a. If you do not state the situation correctly and on arrival the delivery contractor deems it to be a difficult location you will be liable for any extra charges including redelivery fees and the cost of an extra person to assist.
 - b. Any additional costs in relation to access into your premises, e.g. crane, are your responsibility.
 - c. If it is not possible for the products to be delivered into your premises, the products will be returned to our warehouse and you will be invoiced for transport and re-delivery.
 - d. In addition, the above storage charges will apply.
- ix. Space to Create cannot and will not accept responsibility for delivery failures or delays by our third party delivery contractor.
- x. You are required to inspect your products when you take delivery of them. You will be required to note any damage on the delivery documentation which is presented to you by the carrier for signature. In all other cases you will be required to notify us in writing of any damage or shortages within 48 hours of receipt of goods.

Terms & Conditions



13| Title and risk in goods

Title and risk in the products, such as loss and damage, pass to you on delivery or collection, as the case may be.

14| Secure payment

i. To the extent permitted by law, Space to Create will not be responsible for any damages or consequential losses (whether direct or indirect) suffered by a user where a credit card is fraudulently used or is used in an unauthorised manner.

15| Disclaimers and Indemnity

i. To the extent permitted by law, Space to Create exclude all liability to you or anyone else for loss or damage of any kind (however caused or arising) relating in any way to the website including, but not limited to, loss or damage you might suffer as a result of:

- a. errors, mistakes or inaccuracies on the website;
- b. you acting, or failing to act, on any information contained on or referred to on the website and/or any linked website;
- c. personal injury or property damage of any kind resulting from your access or use of the website;
- d. any unauthorised access to or use of the websites secure servers;
- e. any interruption or cessation of transmission to or from the website;
- f. any bugs, viruses or other harmful code or communications which may be transmitted to or through the website by any third party; and/or
- g. the quality or fitness for any purpose of any linked sites.

ii. Except as expressly provided in these terms, and to the fullest extent allowed by the law, Space to Create and its third parties will not be liable for any direct, indirect, special, incidental or consequential damages arising out of your access to or use of the website.

iii. You will at all times indemnify, and keep indemnified, Space to Create including their directors, officers, employees and agents from and against any loss (including reasonable legal costs and expenses on a full indemnity basis) or liability incurred or suffered by you or by any of them arising from any claim, demand, suit, action or proceeding by any person against you or them where such loss or liability arose out of, in connection with or in respect of your conduct or breach of these terms.

iv. This clause is not intended to exclude or limit any rights which you may have under the Competition and Consumer Act 2010.

16| Order Enquiries

If you have any query about the progress of your Order please contact us at info@spacetocreate.co Please have your Order number ready as shown on the email confirmation.

17| Returns Policy

i. Space to Create will not accept the return of the Goods delivered

to you if the Goods delivered have been accepted or deemed accepted by you or you wish to change your mind and cancel the Order, unless we choose to do so in our sole discretion.

- ii. If we do accept a return of your Order, you agree to arrange return of the Goods, at your cost and risk, to our warehouse, and you agree to return the Goods in their original condition, in their original unopened and sealed packaging, accompanied by the original Order receipt or another form of proof of purchase.
- iii. You also agree that we are entitled to deduct from any refund of the Payment made by you, the cost of the original delivery and an amount that we reasonable believe reflects the loss to us in accepting the cancellation, including any storage costs and any mark down of the price of the Goods
- iv. Space to Create do not offer exchange or credit note on custom made furniture unless the item is faulty, significantly different from what was shown to you, or in breach of manufacturer's warranties or consumer guarantees or where otherwise required by law.
- v. Where an item is found to be faulty, Space to Create will provide a replacement along with the necessary service and support.
- vi. Space to Create reserves the rights to make changes to these terms and conditions without notice.

18| Returns, Credit Notes and Refunds

- i. In accordance with Space to Create's Return policy, where you as the customer decide within 48 hours of delivery that you wish to return the product for any reason, you must:
 - a. notify Space to Create of your desire to return the product.
 - b. retain all original packaging and wrap the product in a safe and secure manner so that it may be returned to Space to Create without damage, or without further damage in the event that damage to the product(s) has already occurred.
 - c. where the original packaging is either damaged or no longer suitable to protect the product once shipped, you as the customer must arrange by whatever means to have the product(s) safety and securely wrapped.
 - d. once appropriately wrapped, you as the customer shall arrange for a person to be available to allow the delivery company to be able to pick up the product(s) being returned.
 - e. pay for the return shipping costs.
- ii. Where you as the customer decides to return the product(s), Space to Create must:
 - a. coordinate with the you as to a suitable time for the product(s) to be picked up by the shipping company once the product(s) are ready and available for pick up.
 - b. provide you a credit note equal to the amount paid for the product(s) less the applicable return delivery charge once the returned product(s) have been received by Space to Create.

- iii. In order to facilitate a return under these Terms and Conditions, e-mail info@spacetocreate.co
- iv. The customer must comply with directions from Space to Create staff to facilitate a return.
- v. It is the customer's responsibility to ensure that returned items are returned safely. Space to Create takes no responsibility for items lost in transit.
- vi. Space to Create does not provide refunds. You also agree that Space to Create may contact you by telephone to arrange delivery or collection of your Order.
- vii. You may request Space to Create to remove your personal information from its database by emailing us at info@spacetocreate.co or clicking 'unsubscribe' on any of our e-communications.
- viii. For further details about Space to Create's privacy practices please view the Privacy Policy on this website. Should you have any questions concerning your privacy, please contact us at info@spacetocreate.co

19| Privacy and Personal Information

- i. The privacy of your personal information is important to Space to Create. All personal information is collected and managed in accordance with the Privacy Act 1988. The Privacy Act, can be viewed here - www.comlaw.gov.au
- ii. Space to Create and its third parties may collect personal information directly from you when you register as a member of the website, when you place an Order, or when you contact us at info@spacetocreate.co Personal information may include your name, residential and/or postal address, telephone number and email address.
- iii. Your personal information is not collected if you only browse this website.
- iv. Online payments are handled by our sales team. Space to Create does not store your credit card or banking details..
- v. Space to Create may use your personal information for the purposes for which you give it to any of them and for their own internal purposes. You agree that Space to Create may use your email address to send you messages concerning any Orders you place and information about the products sold via the website that Space to Create thinks may be of interest to you. If you would prefer not to receive promotional or other material from Space to Create please let us know and Space to Create will respect your request.
- vi. You may request Space to Create to remove your personal information from its database by emailing us at info@spacetocreate.co or clicking 'unsubscribe' on any of our e-communications.
- vii. For further details about Space to Create's privacy practices please view the Privacy Policy on this website. Should you have any questions concerning your privacy, please contact us at info@spacetocreate.co

20| Force Majeure

Space to Create will not be liable for any delay in performing any of their obligations if such delay is caused by circumstances beyond their reasonable control, including but not limited to, failure of or interruption in the provision of essential services such as electricity supply, bank payment systems or postal deliveries.

21| Governing Law

- i. These terms will be governed by and interpreted in accordance with the laws of Victoria, Australia and you irrevocably submit to the non-exclusive jurisdiction of the Courts of Victoria, Australia. If any provision of these terms is found to be invalid or unenforceable by a court of law, such invalidity or unenforceability will not affect the remainder of this agreement, which will continue in full force and effect.
- ii. If you access the website in a jurisdiction other than Victoria, Australia, you are responsible for compliance with the laws of that jurisdiction, to the extent that they apply. Space to Create makes no representations that the content of the website complies with the laws of any country outside Australia.

22| Severability

If any part of these terms are found to be void, invalid, unlawful or unenforceable then that provision or part will be deemed to be severed from these terms and the remaining terms and provisions of these terms will remain in force and constitute the agreement between you and Space to Create.

23| Transfers and Assignment

If Space to Create merges, sells or otherwise change control of its business or this website to a third-party, Space to Create reserves the right, without giving notice or seeking consent, to transfer or assign the personal information, content and rights that Space to Create has collected from you and any agreements it has made with you.

24| Waiver

The failure by Space to Create to exercise or enforce any right or provision under these terms will not constitute a waiver of such right or provision. Any waiver of any provision under these terms will only be effective if it is in writing and signed by Space to Create.