

The Dovetail Trader eCommerce Website Terms & Conditions

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Binding terms:

1. You may order goods sold by The Dovetail Trader ACN 98 819 633 978 ("our", "us" or "we") ("Products") by selecting them and submitting an order through our website ("Site"). The Site includes all web pages under or forming part of the domain name www.thedovetailtrader.com and www.thedovetailtrader.com.au. By placing an order for Product(s) through the Site you agree to the terms and conditions set out below ("E-Commerce Terms") in addition to the Terms of Use applicable to the Site.

Placing an order:

2. Any order for a Product placed through the Site is an offer by you to purchase a particular Product for the price shown on the Site at the time you place the order. All orders are subject to confirmation of the availability and price of each Product. If we revise, or do not confirm the availability or the price of a Product, you may cancel your order for that Product.

3. You may elect to collect the Product(s) you order, or to have them delivered to a nominated delivery address. A fee may apply.

4. We provide an estimated delivery or collection timeframe during the checkout processes. We will confirm the actual delivery or collection time after the order has been placed. The Site may contain typographical errors or other errors or inaccuracies and may not be complete or current. We reserve the right to correct any errors, inaccuracies or omissions and to change or update information at any time without notice. We reserve the right to refuse to fill any orders that you may have placed based on information on the Site that may contain errors or inaccuracies, including, without limitation, errors, inaccuracies or out-of-date information regarding pricing, shipping, payment terms, or return policies.

Product specifications:

5. Features and specifications of Products described or depicted on the Site are subject to change without notice.

6. All weights and dimensions mentioned are approximate.

7. The condition of each product is provided in a short description, note that all 'wear and tear' or 'condition' of a product is estimated by us and may be imperfect. Additional photos maybe be provided at the customer's expense.

Pricing:

8. All Product prices are quoted inclusive of GST. You agree to pay all taxes (including GST) payable in connection with this contract.
9. Delivery costs may also be charged on orders delivered to you. The delivery fee payable for your order depends on the Product(s) you order, your location and the size of your order. Cost of delivery is negotiated and charged separately to the cost of the product.
10. All charges payable in relation to an order are clearly displayed in the 'Total' during the checkout process prior to placement of an order. This 'Total' will NOT include delivery.

Payment and Payment methods:

11. We currently accept payment by:
 - Electronic Funds Transfers (EFT), Visa, MasterCard and AMEX for orders placed online.
12. You authorise us to debit the amount that is payable in respect of an accepted order from you in accordance with your nominated payment method.
13. You must not pay, or attempt to pay, for a Product using any fraudulent or unlawful means.
14. Your nominated payment method may trigger fraud prevention protocols. In the event that this occurs, we may contact you to confirm additional details, or cancel the transaction.
15. To the extent permitted by law, we (and our assignees) exclude all liability for any loss or damage suffered or incurred by you (whether directly or indirectly) where a credit card account is used fraudulently or in an unauthorised manner.
16. We will endeavour to process online payments within a reasonable time. We would typically expect to process payments within five business days. In the case EFT payment is nominated the funds must have fully cleared into our account.

Acceptance or Rejection of an order:

17. When you place an online order to purchase Product(s), we will send you an e-mail confirming receipt of your order and containing the details of your order (the "Order Confirmation E-mail"). The Order Confirmation E-mail is acknowledgement that we have received your order, and does not confirm acceptance of your offer to buy the Product(s) ordered. We only accept your offer, and conclude the contract of sale for Product(s) ordered by you, when we have processed your order and issued a sales invoice to you (the "Customer Invoice E-mail").
18. You consent to receive sales invoices electronically for online orders. Electronic invoices will be emailed to the email address provided by you in relation to the order.
19. We may reject all or any part of your order without liability to you for that rejection if:
 - a. a Product in that order is not available;
 - b. there is an error in the price or the description of the Product posted on the Site;
 - c. the order triggers fraud prevention protocols; or
 - d. we believe that to do so is otherwise necessary or expedient.
20. If we reject an order placed through the Site, then we will endeavour to notify you of that rejection at the time you place the order or within a reasonable time after you place the order.
21. Each order placed for Product(s) through the Site that we accept results in a separate binding agreement between you and us for the supply of those Product(s).
22. For each order accepted by us, we will supply the Product(s) in that order to you in accordance with these E-Commerce Terms.

Cancelling an order:

23. We may cancel all or any part of an order (including any orders that we have accepted) without any liability to you for that cancellation at any time if:
 - a. a Product in that order is not available;

b. there is an error in the features, specifications or price of a Product posted on the Site for a Product in that order; or

c. we reasonably believe your order has been placed in breach of these E-Commerce Terms.

24. You may cancel an order (whether it is accepted by us or not) by contacting the store indicated on your Order Confirmation Email during trading hours at any time prior to the dispatch of that order (as notified to you by email).

25. On cancellation of an order, we will refund your payment to you. If we cannot stop the shipment of the order at the time of cancellation, then you will be required to refuse delivery or return the Product(s) in order to receive a refund.

26. Any refunds resulting from an order cancellation will be processed in accordance with our Return Policy,

Risk and title:

27. Title and risk in a Product passes to you on delivery or collection of the Product, as the case may be.

Delivery of Products:

28. If delivery has been arranged we will deliver Product(s) ordered through the Site:

a. if requested by you at the time of placement of the order; and

b. to a location where we provide delivery services (which will be confirmed during the checkout process) as nominated by you.

29. Payment in full is required before delivery of the ordered Product(s).

30. Further information about our delivery timeframes and how we deliver certain Products can be provided. All delivery estimates are indicative and subject to confirmation.

31. We will contact you to confirm your order is ready and to schedule the delivery. You agree to:

a. accept delivery of the Product(s) at the nominated delivery address; and

b. comply with the delivery requirements specified below and such other requirements as are identified when you place your order through the Site.

c. payment for delivery has been received in full.

32. We require the person accepting the delivery of your order to provide us with a copy of the sales order tax invoice and proof of that person's identity (including photographic identification). If the card holder, purchaser or authorised person is not present at the nominated delivery address to receive the order, or you are unable to show us identification to conduct our verification checks, then we will not deliver the Product(s). If the person accepting the delivery is not the cardholder or purchaser, you will need to contact us prior to delivery to pre-authorise us to leave the goods with an alternate person.

33. If we are unable to deliver the Product(s) you have ordered, we will endeavour to contact you or you may contact us to arrange for delivery at a different time. We may charge you an additional delivery fee for any second attempted delivery.

34. Where delivery has been confirmed with the customer, there may be a re-delivery charge if no person is at the delivery address at the time of delivery confirmed, if the delivery is cancelled by the customer on the day of delivery or if a redelivery is required because the original delivery could not be completed due to a failure to provide identification or a failure to pre-authorise an alternate person to accept the delivery on your behalf.

Collection of Products:

35. You may collect Product(s) ordered online.

36. Payment in full is required before you can collect your Product(s).

37. Further information about our collection timeframes can be made available. All collection estimates are indicative and subject to confirmation by us.

38. We will contact you to confirm that your order is ready for collection.

39. You agree to comply with the collection requirements specified below and such other requirements as are identified when you place your order through the Site.

40. We require the person collecting your order to provide us with a copy of the sales order tax invoice and proof of that person's identity (including photographic identification). If the card holder, purchaser or authorised person is not present for collection or you are unable to show us identification for us to conduct our verification checks, then we will not provide the Product(s) you have ordered. In this instance, we will offer you the opportunity to return to the store with the required identification. If the person collecting the order is not the cardholder or purchaser, you will need to contact us prior to collection to pre-authorise us to provide the goods to an alternate person.

41. We will hold your Product(s) for 7 days after notifying you that your order is ready for collection. If you fail to collect the order within 7 days after we notify you that the order is ready for collection, we reserve the right to cancel your order.

Damaged Products and returns:

42. You must inspect the Product(s) on delivery or collection.

43. If a Product is damaged at the time of delivery or collection, then you should refuse to accept delivery of that Product and notify the store fulfilling your order or our Customer Service team. If you notice damage to a Product after delivery or collection, you should notify us within 7 days of delivery or collection. If so, you may return that Product to us in accordance with our Return Policy.

44. If you wish to return a Product that is not damaged and that was provided to you under these E-Commerce Terms, then you may return the Product in accordance with our Returns Policy.

45. We will not refund the delivery fee where the Product has been delivered to you, unless you are returning a Product because it was damaged.

Refunds:

46. Where we are required to refund your payment (due to rejection or cancellation of your order, or for any other reason), we will use our best endeavours to process your refund in a timely manner.

47. Refunds will be made by us using your original payment method.

48. The time it takes for you to receive a refund will depend on how quickly your financial institutions processes the refund.

Privacy:

49. We may ask you to provide personal information (as that term is defined in the Privacy Act 1988 (Cth)) to us or require you to confirm your personal information to enable us to process any orders placed through the Site. You agree to provide us with current, complete and accurate personal information.

We may collect and hold personal information in order to provide you with the Product(s) and to manage trading accounts. You consent to your personal information being used and/or disclosed for those purposes indicated in relation to the collection of your personal information. For example, you consent to us using and disclosing your personal information for the purposes of sending updated information and other promotional material to you. We agree to use any of your personal information in accordance with our privacy policy found [here](#).

Website Terms and Conditions

Binding terms

1. You may order goods sold by The Dovetail Trader ACN 98 819 633 978 ("our", "us" or "we") ("Products") by selecting them and submitting an order through our website ("Site"). The Site includes all web pages under or forming part of the domain name www.thedovetailtrader.com and www.thedovetailtrader.com.au. By using this website, you agree to be bound by an agreement created between you and us on the terms and conditions set out here ("Terms of Use"). If you do not agree to these Terms of Use, please do not use this website and/or any information derived as a result of the use of this website.

The parties

2. If you are a natural person, then these Terms of Use constitute a legally binding agreement between you and us and govern your use of our website.

3. If the user of our website uses it in his or her capacity as a representative of a body corporate (e.g. a corporation), then it is a condition of the user continuing to use our website that the user warrants that he or she has authority to accept these Terms of Use on behalf of that body corporate, and these Terms of Use specify the terms of a legally binding agreement between that body corporate (and "you" in these Terms of Use means that body corporate) and us.

Amendments

4. We reserve the right to amend these Terms of Use, without notice, from time to time for legal or commercial reasons. If you do not agree with the amended Terms of Use, you must not continue to access or use this website.

General Disclaimer

5. The information contained in this website is for general information purposes only.

6. The information is provided by The Dovetail Trader and while we endeavour to keep the information up-to-date and correct, we make no representations or warranties of any kind, express or implied, about the completeness, accuracy, reliability, suitability or availability with respect to the website or the information, products, services, or related graphics contained on the website for any purpose. Any reliance you place on such information is therefore strictly at your own risk.

7. Every effort is made to keep the website up and running smoothly. However, we take no responsibility for, and will not be liable for, the website being unavailable due to technical issues beyond our control.

8. To the extent permitted by law, but subject to clause 11 below, we do not accept responsibility for any loss or damage, however caused (including through negligence), which you may suffer or incur (directly or indirectly) in connection with your use of this website or any linked website, nor do we accept any responsibility for any such loss arising out of your use of or reliance on the services or the information contained on or accessed through this website.

9. You are responsible for protecting your computer systems. We are not liable to you or anyone else if interference with or damage to your computer systems occurs in connection with your use of the website.

10. To the extent permitted by law, any condition, warranty or guarantee which would otherwise be implied into these Terms of Use is hereby excluded.

11. Nothing in these Terms of Use excludes, restricts or modifies any guarantee, condition, warranty, right or remedy which you may have under the Competition and Consumer Act 2010 (Cth) or any similar legislation of a state or territory and which cannot be excluded, restricted or modified ("non-excludable right"). To the fullest extent permitted by law, our liability to you for a breach of a non-excludable right is limited, at our sole discretion, to the re-performance of the services or the payment of the cost of having the services supplied again.

Third party websites

12. Our website may link you to other websites on the internet. These other websites are not under our control and you acknowledge that we are not responsible for the accuracy, copyright compliance, legality, decency, or any other aspect of the content of such websites. The inclusion of such a link does not imply endorsement of the website by us or any association with its operators.

13. Accessing any third party website is your decision and to the fullest extent permitted by law, we are not responsible or liable to you in any way for:

- a. your use of a linked website or any loss or damage incurred arising out of or in connection with such use; and
- b. the content or practices of websites operated by third parties that are linked to our website.

Copyright

14. Except where otherwise stated, we own, are authorised, or have licence rights in all intellectual property rights in the content contained on this website or the content is owned by the relevant third party. Except as stated on the website or as otherwise provided by the Copyright Act 1968 (Cth) or any other applicable law, no part of this website may otherwise be copied, reproduced, adapted or transmitted in any form by any process without the relevant owner's written consent. Any use of licensed content is subject to these Terms of Use.

Notice of Copyright or Intellectual Property Infringement

If you believe that a user of the website has infringed your intellectual property rights, please notify us in writing, by email or mail to the address listed below. You acknowledge and agree that upon receipt and notice of a claim of infringement, we may immediately remove the identified materials from the Site without liability.

THE DOVETAIL TRADER
Carcuma Road
Tintinara, SA
hello@TheDovetailTrader.com

Trade Marks

15. The trade marks, service marks and logos ("Trade Marks") used in this website are our registered or unregistered Trade Marks or are owned by the an identified third party. No Trade Mark may be copied, reproduced, adapted or transmitted in any form without the relevant owner's consent.

Use of website information

16. The information and material in this website (unless otherwise stated) is provided solely for personal use only.

17. You agree that you will not (either yourself or through any third party):

- a. use any robot, spider, screen scraper, data aggregation tool or other automatic device or process (Automated Process) to process, monitor, copy or extract any web pages on this website, or any of the information, content or data contained within or accessible through this website, without our prior written permission;
- b. use any Automated Process to aggregate or combine information, content or data contained within or accessible through this website with information, content or data accessible via or sourced from any third party;
- c. use any information on or accessed through this website for any commercial purpose (including but not limited to market research, the provision of pricing estimates or 'shadow shopping') or otherwise (either directly or indirectly) for profit or gain;

- d. use any device, software, process or routine to interfere or attempt to interfere with the proper working of this website or any transaction or process being conducted on or through it;
- e. take any action that imposes an unreasonable or disproportionately large load on the infrastructure of or bandwidth connecting to this website;
- f. reverse engineer, reverse assemble, decompile, or otherwise attempt to discover source code or other arithmetical formula or processes in respect of the software underlying the infrastructure and processes associated with this website;
- g. copy, reproduce, alter, modify, create derivative works, or publicly display, any part of any content from this website without our prior written permission; or
- h. use this website for any other unlawful purpose or activity.

18. You agree that any use of this website which is not expressed in these Terms of Use is prohibited.

Privacy

19. We agree to use any of your personal information in accordance with our privacy policy found here. These Terms of Use do not restrict the gathering, use and dissemination of information concerning users collected by either party during the term of these Terms of Use. Each party is responsible for determining whether any such gathering, use or dissemination it performs is consistent with applicable laws and regulations.

Reviews, comments, communications and other content

20. You may post reviews, comments and other content on the Site and submit suggestions, ideas, comments, questions or other information ("Material"), as long as it is not illegal, obscene, objectionable, abusive, threatening, defamatory, invasive of privacy, infringing of intellectual property rights, or otherwise injurious to third parties and does not consist of or contain software viruses, political campaigning, commercial solicitation, chain letters, mass mailings or any form of "spam". We reserve the right to remove or edit any Material.

21. You may not use a false e-mail address, impersonate any person or entity, or otherwise mislead as to the origin of a card or other content. If you believe that any content on or advertised for sale contains a defamatory statement, or that your intellectual property rights are being infringed by an item or information service, please notify us by contacting customer service. We will investigate any such claims and respond accordingly.

22. If you post or submit Material, you grant to us:

- a. a non-exclusive, royalty-free and fully sub-licensable and transferable licence to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display the Material throughout the world in any media; and
- b. the right to use the name that you submit in connection with the Material.

23. You agree that the rights you grant above are irrevocable during the entire period of protection of your intellectual property rights associated with the Material. To the extent permitted by law, you agree to waive your right to be identified as the author of such content and your right to object to derogatory treatment of such content. You agree to perform all further acts necessary to perfect creation of the above rights, including the execution of any deeds and documents, at our request.

24. You represent and warrant that:

- a. you own or otherwise control all of the rights to the Material; and
 - b. as at the date that the Material is posted:
 - i. it is accurate;
 - ii. use of the Material will not cause injury to any person or entity (including that the content or material is not defamatory), and
- you indemnify us against all claims brought by a third party against us arising out of or in connection with the Material.

General

25. The agreement created under these Terms of Use constitutes the entire agreement between you and us and supersedes all prior representations, agreements, statements and understandings, whether verbal or in writing in relation to your use of the Site. Orders placed using the Site are also subject to our E-Commerce Terms. [HWLE Comment - insert hyperlink]

26. No failure to exercise or any delay in exercising any right, power or remedy by a party operates as a waiver. A single or partial exercise of any right, power or remedy available under these Terms of Use does not preclude any other or further exercise of that or any other right, power or remedy. A waiver is not valid or binding on the party granting the waiver unless it is made in writing.

27. We may give you notice by electronic mail, conventional mail, facsimile or personal service. You may give us notice by email to the email address specified in the "Contact Us" section of our website.

28. If a provision of these Terms of Use is invalid, illegal or unenforceable, then to the extent of the invalidity, illegality or unenforceability, that provision must be ignored in the interpretation of these Terms of Use. All other provisions of these Terms of Use remain in full force and effect.

29. These Terms of Use are governed by the law applicable in New South Wales, Australia and each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of that State.

Return Policy

Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

Have you changed your mind?

We understand that choosing the right furniture is not easy. Sometimes things will be too big, too small or simply aren't right. So you can shop with confidence, you can simply return any purchase to the store you bought it from within 7 days of purchase and exchange it for another item or refund as long as:

- You have clear proof of purchase, such as a receipt;
- The product and its packaging is in original condition, including any manuals and accessories; and
- The product is not an excluded product (see list below).

We do not offer "change of mind returns" on the following products:

- Mattresses.

In the event of a home delivered order, the delivery fee will not be refunded for change of mind returns. If you request us to collect the goods from your premises we will also charge a pickup fee. Alternatively, you can return the order to the store. We will confirm the amount of this pickup fee before your pickup is confirmed.

Faulty or damaged products?

We ask that you check any product delivered to you to determine if it is damaged. If a product is damaged at the time of delivery, then you should refuse to accept delivery of that product and notify the store fulfilling your order or our Customer Service team. If you notice damage to a product after delivery, you should notify us within 7 days of delivery. If you wish to obtain a refund rather than a replacement, we will only refund the delivery fee if the products are determined (after assessment) to be faulty and the fault did not arise through any misuse, abnormal use or negligent use of the products by you.