

TERMS AND CONDITIONS

These terms and conditions (the "Terms and Conditions") govern the use of <https://www.greenhousepolytunnels.com.au/> (the "Site"). This Site is owned and operated by Arthur Dubar. This Site is an ecommerce website.

By using this Site, you indicate that you have read and understand these Terms and Conditions and agree to abide by them at all times.

Intellectual Property

All content published and made available on our Site is the property of Arthur Dubar and the Site's creators. This includes, but is not limited to images, text, logos, documents, downloadable files and anything that contributes to the composition of our Site.

User Contributions

Users may post the following information on our Site:

- Photos;
- Videos;
- Public comments; and
- Blog.

By posting publicly on our Site, you agree not to act illegally or violate these Terms and Conditions.

Accounts

When you create an account on our Site, you agree to the following:

1. You are solely responsible for your account and the security and privacy of your account, including passwords or sensitive information attached to that account; and
2. All personal information you provide to us through your account is up to date, accurate, and truthful and that you will update your personal information if it changes.

We reserve the right to suspend or terminate your account if you are using our Site illegally or if you violate these Terms and Conditions.

Sale of Goods And Services

These Terms and Conditions govern the sale of goods and services available on our Site.

The following goods are available on our Site:

- Garden structures - greenhouse, shadehouse, nethouse;
- Steel frames;
- Covers;
- Fixing accessories; and
- Repair material.

The following services are available on our Site:

- Customisation service;
- Installation service;
- Delivery; and
- Repair.

The services will be paid for in full when the services are ordered.

These Terms and Conditions apply to all the goods and services that are displayed on our Site at the time you access it. This includes all products listed as being out of stock. All information, descriptions, or images that we provide about our goods and services are as accurate as possible. However, we are not legally bound by such information, descriptions, or images as we cannot guarantee the accuracy of all goods and services we provide. You agree to purchase goods and services from our Site at your own risk.

Product Specifications:

All product dimensions, weights, and specifications are approximate and subject to normal manufacturing variations. **Sizes may vary, and we reserve the right to supply comparable alternatives if exact items are unavailable.**

Freight Variability:

Delivery timelines and shipping costs **are estimates only and may change daily** due to carrier adjustments, fuel surcharges, or logistical factors. **If your order is affected by a freight charge increase exceeding 10%, we will contact you for approval before processing.**

We reserve the right to modify, reject or cancel your order whenever it becomes necessary. If we cancel your order and have already processed your payment, we will give you a refund equal to the amount you paid. You agree that it is your responsibility to monitor your payment instrument to verify receipt of any refund.

Third Party Goods and Services

Our Site may offer goods and services from third parties. We cannot guarantee the quality or accuracy of goods and services made available by third parties on our Site.

User Goods and Services

Our Site allows users to sell goods and services. We do not assume any responsibility for the goods and services users sell on our Site. We cannot guarantee the quality or accuracy of any goods and services sold by users on our Site. However, if we are made aware that a user is violating these Terms and Conditions, we reserve the right to suspend or prohibit the user from selling goods and services on our Site.

Payments

We accept the following payment methods on our Site:

- Credit Card;
- Debit; and
- Direct Debit.

When you provide us with your payment information, you authorise our use of and access to the payment instrument you have chosen to use. By providing us with your payment information, you authorise us to charge the amount due to this payment instrument.

If we believe your payment has violated any law or these Terms and Conditions, we reserve the right to cancel or reverse your transaction.

Shipping and Delivery

When you purchase goods from our Site, the goods will be delivered through one of the following methods:

- Depot delivery.

Delivery will take place as soon as reasonably possible, depending on the delivery method selected. Delivery times may vary due to unforeseen circumstances. Please note that delivery times do not include weekends and public holidays.

Freight Updates:

- **Quoted delivery times** are based on carrier schedules at time of purchase but **are not guaranteed**.
- **Shipping charges** may be adjusted if carrier rates change between order placement and dispatch. You will be notified of any increase **before shipment**.

You will be required to pay delivery charges in addition to the price for the goods you purchase.

You are required to provide us with a complete and accurate delivery address, including the name of the recipient. We are not liable for the delivery of your goods to the wrong address or wrong person as a result of you providing us with inaccurate or incomplete information.

Refunds**Refunds for Goods**

Refund requests must be made within 30 days after receipt of your goods.

Refunds do not apply to the following goods:

- Material installed; and
- Damaged or not in salable condition.

Refunds for Services

We provide refunds for services sold on our Site as follows:

- Some restocking fees may apply.

Returns

Returns can be made in person at the following location(s): 15 Apex court, Thomastown 3074 VIC.

Returns can be made by mail. To return a good by mail, follow the following procedure:

Pack your goods and attach the return label that was included in your package. Go to your nearest post office and pay the necessary postage. Fees may apply.

Consumer Protection Law

Where the *Australian Consumer Law*, Schedule 2 of the *Competition and Consumer Act 2010*, or any other consumer protection legislation in your jurisdiction applies and cannot be excluded, these Terms and Conditions will not limit your legal rights and remedies under that legislation. These Terms and Conditions will be read subject to the mandatory provisions of that legislation. If there is a conflict between these Terms and Conditions and that legislation, the mandatory provisions of the legislation will apply.

Limitation of Liability

Arthur Dubar and our directors, officers, agents, employees, subsidiaries, and affiliates will not be liable for any actions, claims, losses, damages, liabilities and expenses including legal fees from your use of the Site.

Indemnity

Except where prohibited by law, by using this Site you indemnify and hold harmless Arthur Dubar and our directors, officers, agents, employees, subsidiaries, and affiliates from any actions, claims, losses, damages, liabilities and expenses including legal fees arising out of your use of our Site or your violation of these Terms and Conditions.

Applicable Law

These Terms and Conditions are governed by the laws of the State of Victoria.

Severability

If at any time any of the provisions set forth in these Terms and Conditions are found to be inconsistent or invalid under applicable laws, those provisions will be deemed void and will be removed from these Terms and Conditions. All other provisions will not be affected by the removal and the rest of these Terms and Conditions will still be considered valid.

Changes

These Terms and Conditions may be amended from time to time in order to maintain compliance with the law and to reflect any changes to the way we operate our Site and the way we expect users to behave on our Site. We will notify users by email of changes to these Terms and Conditions or post a notice on our Site.

Contact Details

Please contact us if you have any questions or concerns. Our contact details are as follows:

(04) 1843 8774

info@greenhousepolytunnels.com.au

15 Apex Court

Effective Date: 3rd day of March, 2024

Updated 30th day of April, 2025