

Terms & Conditions

APPLICATION

These terms and conditions (“**Conditions**”) apply to the use of the Winton House Pty Ltd (“**Winton House**”) website at www.wintonhouse.com.au (“**Website**”). By placing an order with us, you are agreeing to accept the Conditions outlined below.

If you have any questions relating to our Conditions, please contact our Customer Service Team at sales@wintonhouse.com.au before placing an order with us.

These Conditions can change at any time without notice. It is therefore your responsibility to check these Conditions before ordering products in case there are any changes. If you do not agree with the Conditions outlined below, you should not access or use the Website.

The following Conditions will apply between you, the consumer, and Winton House, when you purchase an item from the Website and do not affect your statutory rights.

Your contract for purchases made through the Website is with Winton House and you undertake that all goods ordered by you are for your own private and domestic use only and are not for resale.

You state that the details you provide on the Website for the purpose of ordering or purchasing goods are accurate, current and complete in all respects; and that you are authorised to use the credit or debit card you use for payment, and that there are adequate funds in your account to cover payment of the product(s) ordered.

You agree that we can contact you via email. Any changes to the details supplied by you will be provided to Winton House as soon as possible. It is illegal to use another identity or stolen/invalid credit card to order. Anyone caught engaged in fraudulent behaviour will be prosecuted.

Winton House reserves the right to terminate an agreement with you and to suspend your access to the site immediately without notice if:

- You breach any of our Conditions;
- When requested by us, you do not provide sufficient information to enable us to determine the accuracy and validity of any information supplied by you, or your identity; or
- We suspect you have engaged, or are about to engage, or have way of being involved in fraudulent or illegal activity on the Website.

INDEMNITY

You, agree fully to indemnify, defend and hold us, and our officers, directors, employees, agents and suppliers, harmless immediately on demand, from and against all claims, liability, damages, losses, costs and expenses, including legal fees, arising out of any breach of the Conditions by you or any other liabilities arising out of your use of the Website, or the use by any other person accessing the Website using your shopping account and/or your personal information.

ORDERING

When placing an order, you warrant that any and all information given is accurate and complete. All orders are subject to acceptance and product availability.

All prices listed on the **Website** are correct at the time of entering the information, however, we reserve the right to change prices of any product at any time. All prices include GST and are in Australian dollars.

A confirmation invoice will be sent via email to the email address given by you when placing your order and will detail the products ordered, payment method and cost (including GST and shipping).

You must check all the details on this confirmation email are correct and contact us as soon as possible if any details are incorrect.

No contract for the sale of any product will exist between you and Winton House until we accept your order by despatching the product to you.

If your order has not been accepted, you will receive an explanatory email from us detailing the reasons why.

PAYMENT

Winton House accepts the following payment methods:

- Visa;
- Mastercard;
- PayPal; or
- Electronic Funds Transfer (EFT)

All credit and debit cardholders are subject to validation checks and authorisation by the card issuer. If the issuer of your payment card refuses to authorise payment to us, we will not be liable for any delay or non-delivery.

DELIVERY

The delivery period stated within which you will receive your order is approximate. Goods will be sent to the address given by you in your order. If you are ordering more than one item, your goods may be sent to you in instalments if certain items are out of stock.

All items will be shipped via courier and will need to be signed for. Delivery is deemed to be effective when the delivery company receives a signed receipt or delivery docket confirming that the goods were received. If the packaging is damaged, please do not sign the delivery docket and contact our Customer Service Team immediately.

If the delivery is attempted to your address and no one is able to sign for it, then the delivery company will transfer it to a nearby depot and leave a card with a number to call to arrange for a re-delivery.

If you prefer for the parcel to be left at your delivery address in your absence, please email sales@wintonhouse.com.au to confirm your invoice number and include in the body of your message “**Authority to Leave**” including any **other special delivery notes**. Unfortunately, we cannot guarantee that the person making the

delivery will specifically follow the location instructions.

It is important to consider that if you give us authority to leave the consignment in your absence then we can no longer guarantee that you will receive your consignment, nor the other factors that can affect your parcel whilst it is sitting unattended – like rain, dirt, damage, theft etc. In this situation, we can only guarantee delivery and quality up to the point that the track and trace tells us the goods were left for you.

Title for the product free from encumbrances is deemed to have passed to you once the delivery company receives a signed receipt or delivery docket confirming that the goods were received. Alternatively, if you have approved the products to left at your nominated delivery address then Title for the products free from encumbrances is deemed to have passed to you at the time of delivery.

Winton House advises that orders cannot be delivered to Post Office Boxes.

EXCHANGE PROCEDURE

We will be happy to honour our obligations under the Australian Consumer Law for any products that are damaged or incorrectly shipped through any circumstance that is in our error.

MANUFACTURING VARIATIONS (Dash & Albert products only)

The Dash & Albert rugs are individually handmade and hand woven items and as such they are subject to the following variations, which are not considered faults or defects:

- Size - being a handmade product, the size can vary by +/-3% from the size ordered;
- Colour - the products are made primarily from natural and undyed fibres. Every effort is made to ensure there is minimal colour variation however some variation can be expected;
- Fading - placing rugs in direct and continuous sunlight will cause them to fade. Charcoal colour products will fade in natural light and/or sunlight. Some colour may transfer on light coloured surfaces. Rotate

your rug to minimize damage caused by natural light;

- Design and Construction - minor variations may be evident, which is due to the fact that the Product is a handmade item including line/weave thickness.
- Shading - due to changes in pile and weave direction shading may occur and is a natural characteristic of carpets and rugs;
- Shedding - handmade rugs are made from all natural fibres. Natural fibre rugs will initially shed loose fibres, this is a normal process. The removal of any loose fibres will be hastened by regular vacuuming using a good quality upright vacuum cleaner;
- Pilling - this can occur due to traffic, moving of furniture, vacuuming or other mechanical agitation. this can be trimmed with scissors;
- Pop ups - due to the type of weaving, there will be short fibres popping up while the rug settles. This can be trimmed or pushed through.

WARRANTY

Winton House warrant that all of our products are free from defects in materials and workmanship at the time they ship from our warehouse facility.

Winton House will repair or replace any product if it is defective in either materials or workmanship provided the product was used by you for normal household purposes and maintained by you in accordance with the care instructions.

Any improper or negligent use or neglect will void this Warranty. The Warranty applies to household residential use only and not to any commercial, contract, rental, trade, institutional or other non-residential use.

If you wish to make a claim under this Warranty, you must advise Winton House in writing and provide the following evidence to support your claim:

- The invoice number and date of purchase;
- A top shot of the product; and
- At least three close-up images of the defect.

For the avoidance of doubt, a Dash & Albert rug is not considered defective if there is a

Manufacturing Variation clause referred to above.

Once a claim under this Warranty has been initiated in writing and the required supporting evidence forwarded to Winton House we will review this information and provide advice on the validity of the Warranty claim in writing within ten (10) business days.

Subject to the above and subject to any condition, Warranty or Right implied by, or any statutory consumer guarantee contained in, any law (including the Competition and Consumer Act 2010) which cannot by law be excluded by agreement:

- We give no Warranties if any expressly set out in in these Conditions; and
- All implied Conditions, Warranties and Rights are excluded.

The following only applies if you are located in Australia and deemed a “Consumer” under the Australian Consumer Law (ACL) and may not apply in your particular case. Our products come with guarantees that cannot be excluded under the ACL.

You are entitled to a replacement or refund for a major failure in either materials or workmanship. You are also entitled to have the products repaired or replaced if the products fail to be of acceptable quality and the failure does not amount to a major failure.

By stating these rights, we do not vary or extend the remedies otherwise available to you.

This policy applies only to products purchased directly from the Website. If you have purchased a product from a retail store, interior design consultant or other ecommerce site, etc. you are required to contact that store, interior design consultant or ecommerce vendor if you wish to initiate a warranty claim.

RETURNS & REFUNDS

Winton House does not accept “Buyer’s Remorse” or “Buyers Change of Mind” for any products purchased through the **Website**.

Winton House may, on a case by case basis and solely at its discretion, agree to exchange a product, accept a return and provide a refund

for a product purchased through the **Website**. Such agreement will only occur once it has been confirmed in writing by Winton House.

All returned products must be returned in unused condition with all their original packaging. Shipping costs will not be reimbursed and the return shipping costs will be at your expense.

For Dash & Albert rugs, these should be rolled up with the back facing outward on its shortest side and placed inside the Dash & Albert protective plastic sleeve and tightly secured. The product must be wrapped and secured in a manner that provides adequate protection during the return shipment. You are responsible for ensuring that the package can be tracked and traced during its transit to our business address.

Upon receipt of the returned product a representative from Winton House will inspect the product to ensure that it has been returned in perfect condition complete with its protective plastic sleeve. We will advise you in writing via email within five (5) business days following receipt of the goods that the product has been returned in the required condition.

You are advised that Title for the products remains vested with you until it is returned, inspected and accepted by Winton House. If the product is not returned in perfect condition or is lost or damaged during its transit to our business address then Winton House is under no obligation to accept return of the product or provide a refund or a product exchange.

We reserve the right to impose a restocking fee of 20% of the original price of the product for any returned products.

LIABILITY

We do not accept liability (except as set out below) for any errors and omissions and reserve the right to change information, prices, specifications and descriptions of listed goods, products and services.

If an error is discovered in the price of the goods that you have ordered, we will inform you as soon as possible. In the event that you order an item and the price published on www.wintonhouse.com.au is incorrect for any reason, we will contact you to let you know the

correct price and ask you whether you still wish us to fulfil your order at this price. We shall be under no obligation to accept an order for a product that was advertised at an incorrect price.

We shall give you the option of confirming the order at the correct price or if you so choose, to cancel the order altogether. If you cancel and have already paid for the goods in the circumstances described in this clause, we shall refund the full amount within 30 days of the date of order.

In the unlikely event that you receive goods which were not what you ordered or which are damaged or defective, or are of lesser quantity to that which was expected, please notify us of the problem in writing at the address stated in the confirmation email and we will be happy to honour our obligation under the Australian Consumer Law.

We have taken every measure to provide accurate product images for each product for sale on the site. However, due to a number of mitigating factors such as differing internet browsers, monitor colour and contrasts etc, we cannot be held responsible or liable under these Conditions for any colour discrepancies between images and physical products.

The products sold on www.wintonhouse.com.au are provided for private domestic and consumer use only. Accordingly, we do not accept liability for any indirect loss, consequential loss, and loss of data, loss of income or profit, loss of damage to property and/or loss from claims of third parties arising out of the use of the site or for any products or services purchased from www.wintonhouse.com.au except to the extent of any liability at law.

We have taken every measure to prevent internet fraud and ensure any data collected from you is stored as securely and safely as possible. However, we cannot be held liable in the extremely unlikely event of a breach in our secure computer servers.

We shall have no liability to you for any delay in the delivery of products ordered or any other matters to the extent that the delay is due to any event outside our reasonable control, including but not limited to war, flood, fire, labour disputes, strikes, lock-outs, riots, civil commotion, malicious damage, explosion,

governmental actions and any other similar events.

We offer no warranty that wintonhouse.com.au will meet all of your requirements or will be uninterrupted, timely or error-free, that defects will be corrected, or that the site or the server that makes it available are free of viruses or bugs or represents the full functionality, accuracy, reliability of the Website. We will not be responsible or liable to you for any loss of content or material uploaded or transmitted through the Website except to the extent of any liability law.

We will not be liable, in contract, tort (including, without limitation, negligence), pre-contract or other representations (other than fraudulent or negligent misrepresentations) or otherwise out of or in connection with the conditions for:

- Any economic losses (including without limitation, loss of revenues, profits, contracts, business or anticipated savings); or
- Any loss of goodwill or reputation; or
- Any special or indirect losses suffered or incurred by that party arising out of or in connection with the provisions of any matter

Nothing in the Conditions shall exclude or limit our liability for death of personal injury resulting from our negligence or that of our servants, agents or employees.

PRIVACY

We will not pass on your personal or credit card details to any third party. We will never ask for personal details via email. If you receive an unsolicited email asking you for your wintonhouse.com.au log in details, please contact our Customer Service Team immediately.

COPYRIGHT

All rights, including copyright, in the content of the Website are owned or controlled by Winton House. In accessing the Website, you agree that you may only download the content for your own individual and non-commercial use. Images may be shared on social media platforms, provided that they link back to the Website and

are not displayed on sites contrary to Winton House's philosophy.

We reserve the right to ask that any Winton House owned or controlled content be removed from any site without question or delay. Otherwise, you may not copy, broadcast, transmit, show or play in public, adapt or change in any way the content of the Website for any other purpose whatsoever without the prior written permission of Winton House.

THIRD PARTY INFORMATION

We cannot be held responsible for material displayed on third party websites or any other written material. The only prices that apply for Winton House products are those stated on the Website. We cannot vouch for the reliability of prices stated on shopping directories or through any other third party.

WAIVER

No waiver by us shall be construed as a waiver of any proceeding or succeeding breach of any provision.

SURVIVAL

Each provision of the Conditions shall be construed as separately applying and surviving even if for any reason one or other of those provisions is held to be inapplicable or unenforceable in any circumstances.

ENTIRE AGREEMENT

These Conditions govern our relationship with you. Any changes to these Conditions must be in writing and signed by both parties. In this way, we can avoid any problems surrounding what Winton House and you are expected to do. You confirm that, in agreeing to accept the Conditions, you have not relied on any representation save insofar as the same has expressly been made a term of these Conditions and you agree that you shall have no remedy in respect of any representation.

Your Statutory Rights are not affected by these Conditions. Nothing in this Clause shall limit or exclude our liability in respect of any fraudulent or negligent misrepresentation whether or not such has become a term of the Conditions.

LAW

The Conditions shall be governed by and construed in accordance with the laws of the State of New South Wales and you irrevocably submit to the exclusive jurisdiction of the courts of New South Wales.

In the event of there being any inconsistency between these Conditions and your statutory rights the Conditions shall be void only to the extent of that inconsistency.

SPAM

We publish electronic addresses on the Website to facilitate communication relating to our business functions. We give no consent to receiving unsolicited commercial electronic messages or spam.

CONTACT US

You can contact us directly with any questions about your order on +61 2 4861 3389 or at sales@wintonhouse.com.au.