

# Terms and Conditions

Updated: 2018-07-02

These terms and conditions apply to the use of the [www.vidaXL.com.au](http://www.vidaXL.com.au) website, operated by HB Commerce Pty Ltd ("we", "our" or "us" as the context permits),

You accept that use of this website, and any transactions made via the website, is subject to these terms and conditions ("Terms"). We advise you to read these Terms carefully and thoroughly and print a copy for future reference. By browsing, using, registering with or completing any transaction via our website, you confirm that you have read, understood and agree to these Terms. If you do not, you must not use this website.

When placing an order on the website, you will be required to provide personal details including (without limitation) your full name, address, postcode, current residence and e-mail address. Your personal information will be used in accordance with the terms of our Privacy Policy. By agreeing to these Terms, you also confirm you have read, understood and agreed to the terms of our [Privacy Policy](#).

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## Article 1 – Service availability

Our website is only intended for use by people resident in Australia ("Service Country"). We do not accept orders from individuals outside this country.

By placing an order through our website, you warrant that you are legally capable of entering into binding contracts, you are at least 18 years old; you are resident in one of the Service Country, and you are accessing our site from that country.

## Article 2 – Information about us

Operated by: HB Commerce Pty Ltd  
Trading under name: [vidaXL.com.au](http://vidaXL.com.au)

Office address:  
Suite 1, Level 11, 66 Goulburn Street  
Sydney NSW 2000, Australia

E-mail address:  
[webservice@vidaXL.com.au](mailto:webservice@vidaXL.com.au)

ACN: 154339438  
ABN: 48154339438

### **Article 3 – Changes to the website**

We reserve the right to make changes to these Terms from time to time. All changes will take effect as soon as they are posted on the website and will apply to all contracts for the purchase of products from that date. It is your responsibility as a visitor to the website to read the terms and conditions every time you use this website.

Any waiver of these the terms and conditions can only be effective when written and signed by our authorized representative. In this case, the other provisions of these Terms remains fully remain intact.

### **Article 4 – Order process**

Please see our How to Order for information about how to place an order on our website. All orders placed on vidaXL.com.au are subject to the acceptance of our terms and conditions.

During the order process, you will be asked to check a box whereby you confirm that you have read, understood and agree to both the content and the applicability of these Terms. We will not take or process any orders unless these terms have been accepted.

The Terms in force at the time of completion of the contract will apply to your order, unless you specifically agree to the applicability of a newer, revised version.

When placing an order on our website you must register with us and provide a username and password ("log-in details"). Information that you provide on this website must be complete and accurate at all times. You are responsible for maintaining the confidentiality of your log in details. We shall not be liable for any damages or losses that may arise as a result of any failure by your own provided security. In the event that you have any concerns regarding your log in details or become aware of any possible misuse, please contact us at [webservice@vidaXL.com.au](mailto:webservice@vidaXL.com.au)

### **Article 5 – Confirmation of your order**

After placing an order, you will receive an e-mail from us acknowledging that we have received your order. Please note that this does not mean that your order has been accepted. Your order constitutes an offer to us to buy a product. All orders are subject to acceptance by us, and we will confirm such acceptance to you by sending you an e-mail that confirms that the product has been dispatched ("Dispatch Confirmation"). The contract between us ("Contract") will only be formed when we dispatch the products to you. Before that time, we may notify you we do not accept the order, or you may cancel it.

All products that you order through the website will remain our property until we have received your payment in full for the ordered products.

### **Article 6 – Auction**

1. The Auction Conditions of vidaXL are applicable to participation in the Auctions held by vidaXL on the Website. The User accepts these Auction Conditions when generating an Account, or at least at such time that the User first participates in an Auction.

2. The User is not allowed to unfairly or improperly influence the bidding in any way.

### **Article 7 – Payment**

Payments can be made by any method mentioned in the Payment Methods section.

We process the order as soon as we receive your payment. Once we have checked your card details and the current stock, the item is ready to be shipped off for delivery.

To ensure that your credit or debit card is not used without your permission, we will validate information given during the order process (name, address and other personal information submitted by you) against appropriate third party databases. By agreeing to these Terms, you agree to these checks. This information is only used to check your identity. No credit checks are performed and this will not affect your credit rating. All information given by you will be treated in accordance with our privacy policy.

We take your payment controlled by a third party merchant service provider that is compliant in respect of the payment card industry data security standards.

## **Article 8 – Security**

Once you reach to the payment stage of your order, the secure mode will automatically be activated. This mode can be recognized by a padlock which is visible in the bottom right corner of your browser. The secure mode ensures that all of your details are encrypted for increased security.

In order for us to be able to process your payment with a debit or credit card, we will ask for your card details. We will ask you to provide these every time you make a payment to us. Except as set out in these Terms, we will not contact you by email or otherwise request any payment card details or security information. If you do receive any e-mail that ask for such information, please contact our customer service immediately.

We use our reasonable endeavors to ensure that this website is free from viruses and other harmful content that might cause damage to your computer, although we make no guarantees to this effect. It is your responsibility to ensure you have the right equipment (including without limitation up to date anti-virus software) to use websites safely. Except where required by applicable law, we will not be responsible to you or any loss or damage suffered by you as a result of viruses or other harmful content by using our website.

## **Article 9 – Delivery**

Delivery charges and timescales vary depending on the delivery address and the type of product you wish to receive. For further information, please see our [delivery information](#).

We make every effort to meet the delivery dispatch we promise. However, occasionally due to unforeseen factors, delays are inevitable. We shall not be held responsible for any delay or failure to deliver products within the estimated timescales if it is wholly or partly caused by circumstances which do not lie within our control.

If no one is available at your residential or delivery address to accept the order, a note will be left to advise you of the current location of your order, which could be with your neighbor. Alternatively your order may have been returned to one of the carrier's depots, and the note will advise you of how you may take delivery of your order.

The risk of damage or loss of products remains our responsibility until the earlier of the date the product passes to you (having paid in full for the product) or the date the first delivery attempt was made.

Delivery refunds can only be made in accordance with your legal rights or other applicable legislations.

## **Article 10 – Accuracy of content**

Except as set out below, the price you pay is the price that was displayed at the time we received your order, except in the case of error.

While we use our reasonable endeavors to ensure all prices on the website are accurate, errors sometimes are inevitable. If we discover an error in the price, we will contact you as soon as possible to give you the options of reconfirming with the actual price or canceling your order. If we are unable to contact you, the order will automatically be cancelled. If you cancel but already have paid, we will refund you the full amount paid.

All prices are shown in Australian dollar and include VAT at the applicable rate. They exclude delivery rates which are shown in respect of product with our delivery information.

All sizes, measurements and dimensions are approximate. We try to display them as accurately as possible, yet we cannot guarantee they are absolutely correct.

We use our reasonable endeavors to display pictures of the products as close as possible to their actual representation.

## **Article 11 – Returns**

For direct information on returning your ordered goods, please refer to our [Returns Policy](#) section.

You have the right to cancel your order within 30 days, beginning on the day after you received the Products. In this case, you have to pay the return cost and shipping cost yourself. Furthermore you will receive a full refund of the price paid for the Products but nothing will be refunded for the shipment cost. The refund for the product will be processed in accordance the Refunds section below and otherwise in accordance with your statutory rights.

If you wish to cancel your order, you must inform us in writing by e-mail. You have a legal obligation to take reasonable care of the products while they are in your possession. If you fail to comply with this obligation, we may have a right of action against you for compensation.

These Terms do not affect your other statutory rights as a consumer is not intended to be a full statement of your statutory rights. For more information on your right as a consumer under protection of the distance selling regulations, please contact your local authority, trading standards department or a consumer advice centre.

On rare occasions, it is possible that product specifications change. If this is the case, we will contact you as soon as we can to offer you an alternative similar to the original product. If you are unhappy or not satisfied with the substitute or replacement, please contact our customer service.

If you believe that you have received defective, damaged or incorrect products, you must inform us within a reasonable amount of time. Please do not return the product to us in the first instance. Rather, we will contact you to discuss an appropriate remedy and may offer you (without limitation) a repair or replacement parts, a replacement product or a full refund. Where we offer you a refund, we will refund the price of a defective damaged or incorrect product in full, any applicable delivery charges and any reasonable costs you may incur in returning the item to us.

## **Article 12 – Refunds**

If you cancel an order pursuant to in accordance with the Cancellations section above, we will refund any money paid by you after the ordered products have been returned to us. The refund will be made to the card you used while paying for the order.

## **Article 13 – Warranty**

We warrant to you that any product purchased from us through our website will, from the date of your receipt and for the following two years, conform in all material respects with the specifications set out in the Contract, be of satisfactory quality, and be reasonably fit for all the purposes for which products of that kind are commonly supplied.

This warranty covers damage which may occur during shipping as well as damage resulting from the normal use of a product. We will, depending on the damage sustained, offer you replacement part, a new product or a refund. If your purchased product is damaged, please do not hesitate to contact our customer service.

This warranty exists next to other laws and regulations that are applicable to you as a customer.

Your rights under this guarantee become invalid if any party other than the manufacturer or any repair service not designated by us modifies the product.

## **Article 14 –Voucher codes**

Every acquired coupon code is only valid once per customer (unless otherwise stated).

In order to enjoy the discount, your purchase needs to meet the following conditions (from the newsletter, advertiser): minimum order value, selected items, amount of items, expiration date, etc.

If the code does not work, we would recommend you to email our customer service: [webservice@vidaXL.com.au](mailto:webservice@vidaXL.com.au).

Make sure the discount is effective before finalizing the order. The validation of the order and its payment means that you, the customer, agree with the indicated price and that you cannot apply for reimbursement of the undeducted discount code after payment.

No refund will be given if you decide to validate the order while the discount has not been processed correctly.

Discount codes are not valid in combination with other coupon codes and auctions.

The terms of use, validity and value of the discount codes can, without notice, be changed.

## **Article 15 – Ownership of rights**

By agreeing to our Terms you acknowledge and agree that all copyright and other intellectual property is made available for your personal use only and remains our property at all times.

You may download or copy content or materials as support for personal use of our website only. Copying, reproducing, publishing, distributing or displaying content or materials displayed on our website for any other use is unlawful and is prohibited by law.

The content and other materials on our website are made available for your personal use only and shall not be copied or used, unless agreed to by us or one of our representatives within authorized written terms.

## **Article 16 – Liability**

Subject to the remainder of this section headed Liability, if we fail to comply with these Terms, we shall only be liable to you for the purchase price of the products.

Subject to the remainder of this section headed Liability, we will not be liable for losses that result from our failure to comply with these Terms that fall into the following categories: loss of income or revenue; loss of business; loss of profits; loss of anticipated savings; loss of data; loss of goodwill or reputation; waste of management or office time; or any special or indirect losses or loss of goodwill or reputation.

Even though we use our reasonable endeavors to ensure our website meets all applicable security standards, we cannot be held responsible for unauthorized access of information you provide to us through our website.

If any of these Terms or any provisions of a Contract are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

## **Article 17 – Other important terms**

All contracts are concluded in the English language. All matters that might arise shall furthermore be governed by Australian law and will be subject to the jurisdiction of the Australian courts.

These Terms constitutes the entire agreement between us and supersedes all previous discussions, correspondence and negotiations between us relating to its subject matter.

We agree that neither of us shall have any remedy in respect of any representation or warranty (whether made innocently or negligently) that is not set out in these Terms. We each agree that that our only liability in respect of those representations and warranties that are set out in these Terms (whether made innocently or negligently) shall be for breach of contract.

No person other than a party to this agreement shall have any rights to enforce any term of this agreement.

## **Article 18 – Contact us**

If you have any questions regarding or concerning these Terms or the website, please contact our customer service.