

# GIFT A PLANT – Terms & Conditions:

## 1. T&C's:

Welcome to Giftaplant.com.au.

### Overview:

Giftaplant.com.au (the “website”) is owned and operated by Gift a plant Melbourne. Throughout the website, the terms “site” “we”, “us” and “our” refer to Gift a plant Melbourne. We provide visitors to the website with a highly interactive and positive experience, while at the same time protecting our rights and the rights of our users. We along with our affiliates and partners provide shopping products and services via the website subject to following conditions. By visiting our site and/ or purchasing something from us tells us you have read and agreed to these Terms and Conditions. Please read them carefully. These Terms and Conditions are a binding contract between you and Gift a plant Melbourne, regarding your use and purchase of something using our website. If you do not agree with any of these terms, please exit the website and cease using any of our services. If these Terms and Conditions are considered an offer, acceptance is expressly limited to these Terms and Conditions.

## 1. The Website Content

- 1.1 Any new features or tools which are added to the current website shall also be subject to the Terms and Conditions. You can review the most current version of the Terms and Conditions at any time on this page. We reserve the right to update, change or replace any part of these Terms and Conditions by posting updates and/or changes to our website. It is your responsibility to check this page periodically for changes. Your continued use of or access to the website following the posting of any changes constitutes acceptance of those changes.
- 1.2 We are not responsible if information made available on this site is not accurate, complete, or current. The material on this site is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete, or more timely sources of information. Any reliance on the material on this site is at your own risk.  
This site may contain certain historical information. Historical information, necessarily, is not current and is provided for your reference only. We reserve the right to modify the contents of this site at any time, but we have no obligation to update any information on our site. You agree that it is your responsibility to monitor changes to our site.
- 1.3 Prices for our products are subject to change without notice. We reserve the right at any time to modify or discontinue the Service (or any part or content thereof) without notice at any time. We shall not be liable to you or to any third-party for any modification, price change, suspension, or discontinuance of the Service.
- 1.4 Certain content, products, and services available via our Service may include materials from third parties. Third-party links on this site may direct you to third-party websites that are not affiliated with us. We are not responsible for examining or evaluating the content or accuracy and we do not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third-parties. We are not liable for any harm or damages related to the purchase or use of goods, services,

resources, content, or any other transactions made in connection with any third-party websites. Please review carefully the third-party's policies and practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third-party.

- 1.5 Occasionally there may be information on our website or in the Service that contains typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing, promotions, offers, product shipping charges, transit times and availability. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information in the Service or on any related website is inaccurate at any time without prior notice (including after you have submitted your order). We undertake no obligation to update, amend or clarify information in the Service or on any related website, including without limitation, pricing information, except as required by law. No specified update or refresh date applied in the Service or on any related website, should be taken to indicate that all information in the Service or on any related website has been modified or updated.

## **2. Trademarks, Copyrights and Restrictions**

- 2.1 All the material on this site, including, but not limited to images, logos and illustrations, is protected by copyrights, trademarks, and other intellectual property rights which are owned and controlled by Gift a plant Melbourne. The content of giftaplant.com.au is provided for your personal, non-commercial use. Such material may not be copied, republished, reproduced, modified, uploaded, transmitted, posted, or distributed in any way without the consent of Gift a plant Melbourne.  
The use of this website and these conditions is in accordance with the laws of Australia. Any legal action arising out of its use shall be brought and enforced under Australian laws. By using this site, you agree to submit to the jurisdiction of the courts of Australia and any legal action pursued by you shall be within the exclusive jurisdiction of the courts of Australia.

## **3. GST (Goods and Service Tax)**

- 3.1. Our products and services attract a Goods and Services Tax (GST) of 10%. All prices advertised are inclusive of GST.
- 3.2. All prices are shown in Australian dollars (AUD).

## **4. INDEMNIFICATION**

- 4.1 You agree to indemnify, defend and hold harmless Gift a plant Melbourne, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third-party due to or arising out of your breach of these Terms and Conditions or the documents they incorporate by reference, or your violation of any law or the rights of a third-party.

## **5. Fraud**

- 5.1 Any party engaged in illegal activities involving the use of this website will be subject to Australian civil and criminal sanctions and prosecution. Gift a plant Melbourne does not guarantee that it will be able to prevent any illegal or inappropriate use of this website, nor

that it will give notice of any illegal or inappropriate use of this website. It is an illegal violation to place orders under a false name, with a fraudulently obtained credit card or without the consent of the cardholder. All persons found to have placed a fraudulent order will be prosecuted.

## 6. Substitutions

6.1 Substitutions may be necessary to ensure your order is delivered within your required timeframe. Our team will take the utmost care and attention to ensure that your order is as similar as possible to the requested item.

## 7. Returns and Refunds

7.1 In the case of major quality issues, such as your item perishing in transit, a replacement item will be sent, or a full refund be given upon receipt of photographic evidence. Minor quality issues, such as the presentation of your item, will be addressed by our team on a case-by-case basis.

7.2 Regretfully, we cannot arrange a resend or refund to you if the original plants or trees are disposed of, thereby making them unavailable for us to assess the cause of the problem.

## 8. Delivery

8.1 **Authorisation to leave gift:** It is the policy of our Courier that no Signature will be requested on the delivery of perishable items to a residential address. For more information on this policy please read the Authorisation to leave tab under delivery Information.

8.2 **Same Day Melbourne Deliveries:** If your gift cannot be delivered to the address provided (due to an error in the address details on the order or the recipient is not at the address) a minimum handling fee of \$20.00 will be added for the re-delivery.

8.3 **Next Day Deliveries:** Once your gift is in transit you will be provided with a tracking number. You will need to contact the courier directly using that link provided with the tracking number to change any delivery details directly with the courier. If your gift has already been delivered to the address specified on your order, we cannot organize any re-delivery on your behalf. This will be between you, the sender, and the courier.

## 9. Personal Information

9.1 You agree to provide current, complete, and accurate purchase and account information for all purchases made at our store. You agree to promptly update your account and other information, including your email address and credit card numbers and expiration dates, so that we can complete your transactions and contact you as needed.

9.2 Your submission of personal information through the store is governed by our Privacy Policy. For more detail, please review our Privacy Policy.

## 10. Service Contact

10.1 Contact [Hello@giftaplant.com.au](mailto>Hello@giftaplant.com.au) with questions or problems with the website.