**PLEASE READ THESE TERMS AND CONDITIONS OF USE CAREFULLY BEFORE USING THIS WEBSITE OR PURCHASING ONE OF OUR HOMES**

Welcome to our Australia Expandable Homes website. By browsing and using this website you are automatically agreeing to comply with and be bound by the following terms and conditions of use, together with our privacy policy and website disclaimer.

For the purposes of these terms and conditions:
“Us”, “Our” and “We” refers to Australia Expandable Homes which owns and operates Australia Expandable Homes AEH

Australia Expandable Homes (ABN 44669175400 )

70 Cunning Road

Tanawha

4556

Australia
“You”,  “Your” or Purchaser refers to you, the client, visitor, website user or person using our website.

AMENDMENT OF TERMS

We reserve the right to change, modify, add or remove portions of these terms at any time. Please check these terms regularly prior to using our website to ensure you are aware of any changes. We will endeavour to highlight any significant or substantive changes to you where possible. If you choose to use our website or accept an invoice or quote from us, then we will regard that as conclusive evidence of your agreement and acceptance that these terms govern your and our rights and obligations to each other.

LIMITATION OF LIABILITY

It is an essential pre-condition to you using our website that you agree and accept that we are not legally responsible for any loss or damage you might suffer related to your use of the website or digital & printed media, whether from errors or from omissions in our documents or information, any goods or services we may offer or from any other use of the website. This includes your use or reliance on any third party content, links, comments or advertisements. Your use of, or reliance on, any information or materials on this website is entirely at your own risk, for which we shall not be liable.

It shall be your own responsibility to ensure that any products, services or information available through this website, digital & printed media meet your specific, personal requirements. You acknowledge that such information and materials may contain inaccuracies or errors and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law.

WARRANTY

**Warranty Obligations**

The purchaser will be responsible for complying with their obligations under the terms of the warranty and for the installation of the product in accordance with the installation manual.

The purchaser must comply with all requirements for the warranty to be valid.

**BUILDINGS**

**2 Year Structural Frame Warranty**

All our Structural frames are protected by a Two (2) year warranty. AEH will repair or replace a defective part at the sole discretion of the seller.

**Clarifications**

* Warranty replacement does not include disposal of fixtures and fittings, termination and reconnection of services, removal or replacement of furniture.
* Delivery of replacement items will be in accordance with our standard Delivery Of Goods policy.
* The warranty will be void if any modifications are made to the building that have or could have impacted a warranty claim. All modifications are at the risk and responsibility of the Purchaser.

**Notes**

* warranty may be void if buildings are placed too close to bodies of salt water, or the building is directly affected by salt water. A minimum distance of 15m from any salt water body such as a swimming pool or pond etc. is recommended.
* Pest control is the responsibility of the owner. Depending on the type of warranty claim, proof of pest control may be required.
* Mould and managing mould is the responsibility of the purchaser

COMPETITION AND CONSUMER ACT

For the purposes of Schedule 2 of the Australian Consumer Law, in particular Sections 51 to 53, 64 and 64A of Part 3-2, Division 1, Subdivision A of the Competition and Consumer Act 2010 (Cth), AEH liability for any breach of a term of this agreement is limited to: the supplying of the goods or services to you again; the replacement of the goods; or the payment of the cost of having the goods or services supplied to you again.

You must be over 18 years of age to use this website and to purchase any goods or services.

Council Regulations and requests for Refunds due to rejected applications

Purchasers are responsible for ensuring that any required town-planning approvals, zoning permissions, or council approvals and processes are followed and obtained before purchasing and accepting delivery of one or more of our expandable homes on their land. AEH will not offer a refund on the following terms:

* The purchaser fails to obtain necessary council approval, before during or after purchasing the expandable home package
* The purchasers local council authority prevents placement of the expandable home package on the purchasers property; or
* The purchaser did not undertake due diligence in part or in full regarding planning or development restrictions for their property on which the expandable home is intended.

PRICING

**Quotes**

All quotes are valid for 7 days from the quote date and acceptance of quote is automatic acceptance of terms and conditions laid out on the formal quote as well as our company terms and conditions.

**Invoices**

All invoices are valid for 7 days from the invoice date, unless prearranged at the time of invoice request.

**Deposit**

A 30% deposit must be received within 48 hours from the invoice date to secure stock.

**Final Payment**

Full payment must be received prior to shipping. Should payment not be received within this time frame, we reserve the right to push your order back and bring other purchasers orders forward.

SPECIAL ORDERS OR CUSTOM-MADE ORDERS

Once a special order has entered the manufacturing stage, no further changes or cancellations are allowed. No refunds are possible

DELIVERY

Any additional freight charges will be provided at the time of a quote and will be part of the inclusive price. Once delivery of the product has been done the product cannot be returned or refunded

**Unloading expandable home At Destination**

Unless pre-arranged and cost agreed, the purchaser is required to have a forklift or crane on site and is responsible for unloading. The purchaser may be charged for a failed delivery if suitable equipment is not available on site for unloading. AEH is not responsible for any delivery delays once your items have been collected by a transport company. Access is the purchasers responsibility, there needs to be at least 20m turning space for the truck to complete the delivery. If the transport company decides the delivery is not possible then the purchaser is responsible to get the cranes to complete the delivery.

**Expandable home placement at designated property**

* We only allow for the product to be placed within 20 metres of an accessible, unobstructed entry, suitable for the vehicle delivering the product.
* Unless agreed to in writing prior to dispatch our delivery services do not include lifting over, under, into or onto any structures, placing in or on a specific location like foundations or footings.
* Charges may be incurred by the purchaser due to unsuitable site conditions, e.g. preparation, weather, off loading delays, etc.
* It is the purchaser’s responsibility to ensure the delivery site is clear, easily accessible and a forklift is available for unloading if required.
* Delivery denied once approved by the purchaser may incur a fee payable by the purchaser.
* Incorrect delivery information resulting in freight delays may incur a fee payable by the purchaser.

**Special Requirements for AEH 30ft and 40ft Expandable Buildings**

* Delivery is by semi-trailer as the length of the buildings are 9m and 12m respectively. The expandable building is to be lifted off by purchaser at the final destination with a crane.
* Installation i.e. placement, lifting two side roofs, lowering floors and lifting walls is by crane (provided by customer).

**Items Damaged In Transit or defects on the expandable home**

If any items arrive with defects or damage the purchaser must notify us within 5 days of delivery by phone on **0475118596** and email images and details to info@australiaexpandablehomes.com.au. Once your notification has been received and verified, a AEH representative will be in contact to assist.

STORAGE

A storage charge is at the sole discretion of AEH based on a daily rate of 0.5% of the purchased price, billed in 24-hour blocks.

RETURNS AND REFUNDS

AEH handles returns and processes refunds in accordance with the Australian Consumer Protection legislation.

Should you wish to return your order, please notify us within 14 days of purchase with a valid reason for return. If we are unable to resolve your complaint or further assist you, we will process a refund upon timely receipt of the goods purchased. Unopened and undamaged goods will be refunded less a 5% restocking and any out-of-pocket costs such as freight or product preparation. All refunds are made at the discretion of AEH.

Any fully customised designs are not able to be refunded by AEH and the purchaser is liable and responsible to resell their project as they wish. Certification is not the responsibility of AEH and a refund related to certification will not be entertained. Expandable Homes are not class 1A buildings.

LINKS TO OTHER WEBSITES

AEH may from time to time provide on its website, links to other websites, advertisements and information on those websites for your convenience. This does not necessarily imply sponsorship, endorsement, or approval or arrangement between AEH and the owners of those websites. AEH takes no responsibility for any of the content found on the linked websites.

The AEH website may contain information or advertisements provided by third parties for which AEH accepts no responsibility whatsoever for any information or advice provided to you directly by third parties. We are making a ‘recommendation’ only and are not providing any advice nor do we take any responsibility for any advice received in this regard.

DISCLAIMER

To the fullest extent permitted by law, AEH absolutely disclaims all warranties, expressed or implied, including, but not limited to, implied warranties of merchantability and fitness for any particular purpose. AEH gives no warranty that the documents, goods or services will be free of errors, or that defects will be corrected, or that our website or its server is free of viruses or any other harmful components.

Whilst we, at all times endeavour to have the most accurate, reliable and up-to-date information on our website, we do not warrant or make any representations regarding the use or the result of the use of any document, product, service, link or information in its website or as to their correctness, suitability, accuracy, reliability, or otherwise.

It is your sole responsibility and not the responsibility of http://australiaexpandablehomes.com.au to bear any and all costs of servicing, repairs, or correction. The applicable law in your state or territory may not permit these exclusions, particularly the exclusions of some implied warranties. Some of the above may not apply to you but you must ensure you are aware of any risk you may be taking by using this website or any products or services that may be offered through it. It is your responsibility to do so.

DISCLOSURE OF INFORMATION

AEH may be required, in certain circumstances, to disclose information in good faith and where AEH is required to do so in the following circumstances: by law or by any court; to enforce the terms of any of our purchaser agreements; or to protect the rights, property or safety of our purchasers or third parties.

YOUR PRIVACY

At AEH, we are committed to protecting your privacy. We use the information we collect about you to maximize the services that we provide to you. We respect the privacy and confidentiality of the information provided by you and adhere to the Australian Privacy Principles. Please read our separate Privacy Policy carefully.

You may change your details at any time by advising us in writing via email. All purchaser data collected is secured against unauthorized use or access. Credit card information is not stored by us on our servers.

COPYRIGHT, TRADEMARK AND RESTRICTIONS OF USE

This website contains material which is owned by or licensed to AEH. This material includes, but is not limited to, the design, layout, look, appearance, trademarks and graphics. You are not permitted to reproduce the documents, information or materials on the website for the purposes of sale or the use by any third party. In particular you are not permitted to republish, upload, transmit electronically or otherwise or distribute any of the materials, documents or products that may be available for download from time to time on this website.

AEH expressly reserves all copyright and trademark in all documents, information and materials on our website and we reserve the right to take action against you if you breach any of these terms.

Any reproduction or redistribution of part or all of the contents in any form is prohibited.

WHOLE AGREEMENT

These terms and conditions represent the whole agreement between you and AEH concerning your use and access to the AEH website and your use and access to the documents and information on it. No other term is to be included in this agreement except where it is required to be included by any legislation of the Commonwealth or any State or Territory. All implied terms except those implied by statute and which cannot be expressly excluded are hereby expressly excluded.

EXCLUSION OF UNENFORCEABLE TERMS

Where any clause or term above would by any applicable statute be illegal, void, or unenforceable in any State or Territory then such a clause shall not apply in that State or Territory and shall be deemed never to have been included in these terms and conditions in that State or Territory. Such a clause if legal and enforceable in any other State or Territory shall continue to be fully enforceable and part of this agreement in those other States and Territories. The deemed exclusion of any term pursuant to this paragraph shall not affect or modify the full enforceability and construction of the other clauses of these terms and conditions.

JURISDICTION

This agreement and this website are subject to the laws of Queensland and Australia. If there is a dispute between you and AEH that results in litigation then you must submit to the jurisdiction of the courts of Queensland.