

TIMBER FLOORING CLEARANCE CENTRE (TFCC)
865 PRINCES HIGHWAY, SPRINGVALE, VICTORIA 3171
ABN 84 487 631 424

INFORMATION REGARDING YOUR PURCHASE AND YOUR RIGHTS AS A CONSUMER

Valid as of 19/11/2020 – subject to change without notice

Our goods and services come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the service, you are entitled:

- to cancel your service contract with us; and
- to a refund for the unused portion, or to compensation for its reduced value.

You are also entitled to choose a refund or replacement for major failures with goods. If a failure with the goods or a service does not amount to a major failure, you are entitled to have the failure rectified in a reasonable time. If this is not done you are entitled to a refund for the goods and to cancel the contract for the service and obtain a refund of any unused portion. You are also entitled to be compensated for any other reasonably foreseeable loss or damage from a failure in the goods or service.

1. **PAYMENT:** All orders must be paid for **in full** prior to pick up or delivery of your goods. We do not accept payment over the phone for anything other than samples to be posted or measurement payments for potential installation orders.
2. **FEES:** Credit and debit card payments will attract a surcharge in line with the current ACCC regulations, please request a copy of the current fee schedule.
3. **DEPOSITS:** A 20% deposit is required to place all orders. There is no cooling off period. Deposits are non-refundable for change of mind (this includes when flooring is no longer required, even when due to circumstances beyond your control). The 20% deposit will hold the stock for 12 months – if your order is still held with us after this time we reserve the right to forfeit your deposit and put the stock back up for sale. For your rights as a consumer please refer to the ACCC (www.accc.gov.au).
4. **MEASUREMENTS:** We *do not* measure plans or calculate flooring required from measurements provided. It is your responsibility to know how much flooring, underlay, quads, trims etc you require if you are not having your flooring installed through TFCC. We cannot guarantee that there will be more stock available of a product if you come back later; for information regarding returns please see below under “5. RETURNS”
5. **RETURNS:** Any goods returned to our warehouse **UNOPENED AND IN “AS NEW” CONDITION** (i.e. boxes of flooring) or **UNUSED AND IN “AS NEW” CONDITION** (i.e. trims and quads uncut, underlay to the nearest square metre *rounded down*) will be accepted for a **HALF PRICE REFUND**. We are not required by law to accept a return of any excess goods (this is classified as a change of mind) and as such this is in addition to your rights under Australian Consumer Law. All returns must be made within 30 days of receipt of goods.
6. **DELIVERY:** Charges apply to have your flooring delivered. Unless organised at the time of purchase we **DO NOT** deliver upstairs and will carry the goods no further than 10 metres from the vehicle on an even and flat surface. If we arrive and the access differs from this, we reserve the right to charge an additional fee for special delivery requirements, payable immediately. If you refuse to pay the additional fee, we reserve the right to return your flooring to our warehouse where re-delivery will require the delivery fee to be paid again on top of the additional fee for special delivery requirements. If access to the property is unsafe (including, but not limited to: debris on the pathway, uneven/wet surfaces, pathway too narrow etc) we reserve the right to terminate delivery and bring the goods back to our warehouse. Re-delivery will require the delivery fee to be paid again.
7. **INSTALLATION BY US:** Carpet and floating flooring installation are services provided by TFCC; terms, conditions and your rights as a consumer regarding these services are outlined in a separate document, please contact us if you require a copy.
8. **WARRANTIES/CARE/INSTALLATION BY PARTIES OTHER THAN US:** All products are sold with a manufacturer’s warranty (the manufacturer is usually represented by the wholesaler) unless specifically excluded on your invoice (this will apply to selected lines and does not exclude any rights you are entitled to under Australian Consumer Law). Warranty information, product care instructions and installation instructions can generally be found inside the packaging of your flooring purchase. If you are unable to find any of this information (where applicable) please contact us for a copy. It is your responsibility to ensure you have read these documents prior to having your flooring and accessories installed and that the instructions are followed for the warranty to apply (if applicable to your product; this does not exclude any rights you are entitled to under Australian Consumer Law).
9. **GENERAL NATURAL PRODUCT INFORMATION:** Bamboo and timber/oak are natural products. Colour, texture and shade will vary from samples shown. It is normal for these products to exhibit minor surface cracking. No two pieces are the same. Product will have gum veins and knots different from samples shown. All flooring is likely to lighten or darken (due to natural ageing, wear and exposure to sunlight) over time.