

TERMS AND CONDITIONS

PAYMENTS

Full payment for products must be received by Martin Burns Bedroom Furnishings prior to delivery being arranged. Please retain your receipt. In order to obtain a refund, exchange or to repair a product that you purchased from Martin Burns Bedroom Furnishings, you must have clear proof of purchase – typically a receipt / invoice. Please note it is not the responsibility of Martin Burns Bedroom Furnishings to produce proof of purchase.

STORAGE

You must collect or take delivery of the products within the agreed time. If you fail to do so, Martin Burns Bedroom Furnishings may charge reasonable storage fees.

LAYBY TERMS AND CONDITIONS

A minimum deposit of 30% of the total purchase price of products is required for lay-bys. Regular fortnightly payments must be made and your lay-by must be finalised within 8 weeks. Your lay-by must be collected and paid in full by the due date. If you cancel your lay-by, you will be issued with a store credit excluding “Specific Orders for Customers and Made to Order Stock” (refer below condition) and except for a reasonable amount to cover storage and administrative costs. If you don’t make payments when they are due or your lay-by is uncollected by the due date, we will cancel this lay-by and you will be issued with a store credit excluding “Specific Orders for Customers and Made to Order Stock” (refer below condition) and except for a reasonable amount to cover storage and administrative costs. Photo ID must be produced if a replacement lay-by document is requested, to cancel a lay-by, or when you finalise and collect a lay-by where no document can be produced. Please note no refunds are given on cancelled lay-bys.

WARRANTY AND CONSUMER GUARANTEES

Martin Burns Bedroom Furnishings shall pass on any warranty provided to it by a manufacturer to its customers (“Warranty”) for its products that have been purchased in Australia. The benefits provided in any such Warranty are in addition to other rights and remedies of a consumer under the Australian Competition and Consumer Act 2010 (“Australian Consumer Law”), and any other laws in relation to the products to which the Warranty relates. The Warranty period is as specified by the manufacturer. The Warranty covers the replacement or repair of any product that has a manufacturing or material defect that is not the result of normal wear and tear, or a natural characteristic of the material used. The Warranty is not transferrable and does not cover products used for commercial purposes.

Exclusions: The Warranty will not apply if:-

1. Repairs to a product are made or attempted by a service provider other than approved by the manufacturer or Martin Burns Bedroom Furnishings;
2. The product has not been used or maintained in accordance with the manufacturer’s specifications or instructions as provided with the product;
3. The customer uses the product in an abnormal manner, for example if the product is abused, misused, dropped, crushed, impacted with any hard surface, exposed to extreme heat (including fire) or cold, not maintained properly or used after partial failure;
4. The product has been modified, incorrectly adjusted or operated;
5. The product is tampered with in any way;
6. The products serial number, as applied by the manufacturer, has been altered or removed from the product.

If there is a failure with the product, the customer is entitled, at the election of Martin Burns Bedroom Furnishings; to have the product repaired within a reasonable time by a service provider of the stores choice.

CANCELLATIONS AND CHANGE OF MIND POLICY

Please choose carefully as refunds are not normally provided where you have simply changed your mind, made a wrong selection or simply found the goods cheaper elsewhere. As most products we sell are made to order, once the order is placed with the manufacturer it is then made specifically for you. A **cancellation fee of 20% is applicable** on the total purchase price if you cancel your order.

The majority of Martin Burns Bedroom Furnishings products cannot be resold for health or hygiene reasons once unwrapped. Martin Burns Bedroom Furnishings shall not accept a cancellation on items specifically ordered in for a customer, made to order (refer "Specific Orders for Customers and Made to Order Stock") or if you simply change your mind, unless Martin Burns Bedroom Furnishings chooses to do so at its absolute discretion.

Exclusion List

The following products are excluded from change of mind returns:-

- Bed sheets (bed linen or Manchester);
- Duvets;
- Pillows, pillow cases, pillow protectors;
- Bed protectors (mattress protectors);
- Self assembly furniture if part or fully assembled;
- Mattresses and ensembles; and
- Other perishable items which cannot be resold for health or hygiene reasons once unwrapped.

If Martin Burns Bedroom Furnishings does accept such cancellation, the customer must pay an amount to Martin Burns Bedroom Furnishings which in Martin Burns Bedroom Furnishings' reasonable view reflects the loss that Martin Burns Bedroom Furnishings will suffer as a consequence of the cancellation (including but not limited to storage fees and any mark down). Martin Burns Bedroom Furnishings shall set off this amount against any moneys already paid to us by the customer for the products, and refund the balance. For any cancellation charges over and above what has already been paid to Martin Burns Bedroom Furnishings, the customer must pay such amounts to Martin Burns Bedroom Furnishings within 7 days of Martin Burns Bedroom Furnishings' request to pay.

HOW TO MAKE A CLAIM

To claim under a Warranty or a consumer guarantee, you must return the product for repair / inspection to your store of purchase. We will assess the product to determine the nature of the issue, whether you are entitled to a remedy, and in the case of a minor failure, the remedy that will be made available to you. Sometimes we may have to forward the product to the manufacturer or repair agent and liaise with them. Martin Burns Bedroom Furnishings are happy to liaise with the manufacturer or repair agent on your behalf to resolve the issue. Before a claim will be processed we require proof of purchase from you, (that is the original sale docket receipt / invoice or another acceptable form of proof of purchase) and photographic proof of the issue. We will do our best to resolve the issue in a timely manner. For any queries please contact the store on (08) 9791 5335.

SPECIFIC ORDERS FOR CUSTOMERS AND MADE TO ORDER STOCK

Notwithstanding any other provision of these terms and conditions, products which are made to individual customer specifications or when a product has been specifically ordered in for the customer, including custom made furniture items, cannot be returned if the customer decides they no longer want the product. This also includes lay-by orders.

185 BLAIR STREET, BUNBURY WA 6230

PHONE: (08) 9791 5335 FAX: (08) 9791 5336 MOBILE: 0419 928 686

EMAIL: martinburnsbedrooms@bigpond.com Website: www.martinburnsbedrooms.com.au