

# TERMS AND CONDITIONS OF SALE

For the following terms and conditions:

“Us”, “We”, “Our” means D & J Akers Pty Ltd T/A Akers of Lawn ABN 32 008 107 113 of 1/1 Aldershot Road, Lonsdale SA 5160 Australia, and Our officers, employees, contractors and agents.

“You”, “Your” or any grammatical derivation of this means you the customer.

Any reference to “website” refers to [www.akersoflawn.com.au](http://www.akersoflawn.com.au) and any other website owned and managed by Us.

“Product” or “products” refers to any physical item We offer for sale on Our website or in store.

By buying products from Us in any way You are agreeing to these terms and conditions, along with Our Terms of Website Use, and Terms of Trading.

We may update or change these terms and conditions without notice, and it is Your responsibility to check all Our terms periodically, or before making a purchase.

We reserve the right to reject any purchase made for any reason, or no reason, including errors in advertised price, description of product, Your personal details given, or any process of the order. If We reject a purchase We may attempt to contact You though the contact details provided by You at the time of order.

## PRODUCTS

All products sold, unless otherwise described, will be new, fit for the purpose they are for, free from damage or faults, and come with the guarantees that apply under the Australian Consumer Law.

Product images are as accurate to the physical products as We can control. We cannot guarantee that Your monitor, phone, or tablet’s display of colour is accurate.

Any natural lawn purchased by You as supply only needs to be laid on the day of delivery or collection. We accept no liability or responsibility for turf laid by You, once purchase is accepted.

Stock availability is based on last known stock levels and is subject to change. If We are unable to provide a product You have purchased We will notify You by telephone or email as soon as possible to provide a timeframe for re-ordering, an alternative, or a refund.

We have the right to change or discontinue any product at any time, without notice.

## PRICING

All prices displayed are in Australian dollars and are inclusive of Australian goods and services tax.

Prices are displayed clearly on products and are not inclusive of delivery cost.

Delivery to Adelaide metro is \$10. Any outer metro or country deliveries may incur additional postage fees. Multiple items or large orders may incur additional postage fees. Extra postage may be charged after initial purchase.

We have the right to change pricing at any time, without notice.

## **PAYMENT**

For Your own security on Our website We only accept payments through Paypal.

Your order of products or turf will not be organized, packaged, or sent until full payment is made.

## **SHIPPING / DELIVERY**

You are required to select whether You will collect Your order from Our business location, as noted above, or whether it will be delivered to the address specified by You. We do not take any responsibility for wrong, incomplete, or delayed delivery if the address supplied by You is incorrect.

### **DELIVERY**

We will choose whether Your delivery will either be made by Our assigned carriers, or by a third-party delivery contractor. We do not take any responsibility for delays in delivery by the third party. In the event there is a delivery delay by Our carriers We will contact you as soon as possible and arrange an alternate delivery time.

Delivery times are dependent on the delivery method chosen. We will contact You via email, once Your order has been placed, with the approximate time of delivery.

Deliveries cannot be made to PO Boxes.

If the products are damaged in transit, You must immediately contact Us so that We can work towards resolving the situation.

### **LOCAL PICKUP**

Orders that are selected for local pickup will be confirmed through email when the products are ready for collection. Products ordered must be collected within 14 days of the collection email being sent. If Your order is not collected within this timeframe, We have the right to re-sell the products.

If Your order is no longer available after the 14 days You are entitled to a refund or exchange, in accordance with Our return policy.

## **REFUNDS / RETURNS**

We will be happy to offer a refund or exchange within 30 days of purchase, with the exclusions of:

- products that have any damage caused by You
- products with faults addressed at time of purchase
- instant and artificial turf
- pre-mixed products
- made to order products
- products outside the shelf life expressed on the item

To be eligible for a refund or exchange the product must be unopened, unused, and in the same condition that You received it. You must also provide proof of purchase, in the form of a purchase receipt, or online tax invoice. Without proof of purchase, We cannot offer a refund.

Any refund will be given using Your original payment method.

Delivery fees are non-refundable.

Returns can be made either by post, or in person, to our business location, as noted above. If returning products by post You will need to contact Us to receive a Return Form that will need to be posted with the products, along with a copy of the purchase receipt.

You are responsible for any cost related to returning products to Us.

If You return products via post, We will notify You by email or telephone once We have received it, then inspect it. Once we have determined the reason for return, We will confirm with You via email or telephone and initiate a refund, exchange, or replacement order.

### **MAJOR FAULT**

Where products sold are found and proven to have a major fault that was not found at time of purchase, do not function the way they are described to, does not match the description given at time of purchase, or is unfit for its common purpose, then You are entitled to a refund or replacement.

If products are found and proven to have a major fault, then We may refund the postage cost, on the condition that a postage receipt, or proof of purchase can be shown.

### **PRIVACY**

By providing personal information You consent to the use of that information as written in Our Privacy Policy, which can be found in Terms of Website Use on [www.akersoflawn.com.au](http://www.akersoflawn.com.au).

### **LIABILITY**

We will not accept responsibility for the following reasons:

- You have failed to follow instructions supplied regarding proper use of the product
- A fault has occurred due to reasonable wear and tear
- The product has continued to be used after the fault would have been found by any reasonable person
- You fail to keep the product in a condition fit for its intended purpose
- The product has been used in a different manner than its original intended purpose

We have the right to correct any errors published on the Website.

### **CONTACT INFORMATION**

If You are unhappy with, or have any questions, regarding these terms and conditions please contact Us at:

D & J Akers Pty Ltd  
trading as Akers of Lawn  
1/1 Aldershot Road,  
Lonsdale S.A. 5160  
Phone: (08)8326 3255  
Email: [sales@akersoflawnsa.com.au](mailto:sales@akersoflawnsa.com.au)