

1. Who we are and how to contact us

[www.lennonhouse.com.au](http://www.lennonhouse.com.au) is a website (Site) operated by LENNON HOUSE [98344833956] of Geelong, Victoria (we, us and our).

To contact us, please email [hello@lennonhouse.com.au](mailto:hello@lennonhouse.com.au).

2. Our contract with you

2.1. These terms and conditions (Terms) apply to the order by you for the purchase of the Goods by us to you (Contract). To the extent permitted by law, no other terms are implied by trade, custom, practice or course of dealing.

2.2. The Contract is the entire agreement between you and us in relation to its subject matter. You acknowledge that you have not relied on any statement, promise or representation or assurance or warranty that is not set out in the Contract.

3. Placing an order and its acceptance

3.1. Please follow the onscreen prompts to place an order. Each order is an offer by you to buy the goods specified in the order (the Goods) subject to these Terms.

3.2. Our order process allows you to check and amend any errors before submitting your order to us. Please check the order carefully before confirming it. You are responsible for ensuring that your order is complete and accurate

3.3. After you place your order, you will receive an email from us acknowledging that we have received it, but please note that this does not mean that your order has been accepted. Our acceptance of your order will take place as described in clause 3.4.

3.4. Our acceptance of your order takes place when we send an email to you to accept it (Order Confirmation), at which point and on which date (Commencement Date) the Contract between you and us will come into existence. The Contract will relate only to those Goods confirmed in the Order Confirmation.

3.5. If we are unable to supply you with the Goods for any reason, we will inform you of this by email and we will not process your order. If you have already paid for the Goods, we will refund you the full amount.

4. Cancelling your order and obtaining a refund

4.1. You may cancel the Contract [and receive a refund], if you notify us as set out in clause 4.2 within one day of your receipt of the Order Confirmation. You cannot cancel the Contract after this period of time.

4.2. To cancel the Contract, you must notify us by way of email within 24 hours of ordering the Goods, via [hello@lennonhouse.com.au](mailto:hello@lennonhouse.com.au).

- 4.3. If you cancel the Contract, we will refund you in full for the price you paid for the Goods, via the method you used for payment. Refunds outside of the notice period of 24 hours will be entirely at our sole discretion.
- 4.4. Once the Goods are received, in the unlikely event that a product is faulty or damaged in transit simply follow the steps below so any problems can be handled promptly by our team.
- i. All goods must be inspected within 24 hours of delivery. Any claims for damage or quality issues must be raised during this time, claims will not be excepted beyond 24 hours of the goods being delivered
  - ii. Notification of any defect or damage must be provided to us within 24 hours of receipt of the Goods. That notification must include details of the nature of the quality issue, flaw or damage to the goods and include digital photographic evidence. Claims will not be excepted beyond 24 hours of the goods being delivered
  - iii. Notification to Lennon House must be made in writing by email to [hello@lennonhouse.com.au](mailto:hello@lennonhouse.com.au), please write RETURN into the email subject field.
  - iv. Any returns due to faults or damage must be made utilising our approved carriers and transport companies. Goods will only be accepted if returned in their original packaging
  - v. Provided the returns process is followed, we will at our discretion either refund the purchase price in full or replace the Goods as soon as is reasonably possible
- 4.5. We implore that you choose your items carefully as Goods may not be returned due to a “change of mind”, we do not issue refunds or exchanges. We provide photos, detailed descriptions and measurements for each item so that you can make an informed decision about whether you would like to purchase the product. We strongly suggest that you measure the area in which the item is to be placed to ensure that it fits. Only faulty or damaged goods may be returned and are subject to authorisation at our discretion. Many of our products are handmade and as such there may be slight variations in colour, shape, texture, grain or otherwise. This is considered a unique feature of each individual piece and items cannot be returned for this reason.
- 4.6. We will not accept returns nor any liability for repair, exchange or refund in respect of defects or damage caused in whole or in part by misuse, abuse, neglect, accident or failure to follow product warning or care information. Many of the products stocked by Lennon House are handmade and finished, and as such may have individual and unique finishes. These may include cracks, diverts, knocks and colour variations which are not considered faults but part of the nature of some of our collections. Many of our fabrics are hand-loomed and individually dyed, again this is not considered a fault but part of their individual character.

- 4.7. If you have purchased the Goods using a Third Party Payment Provider, and that provider offers a return shipping cost option, the terms and conditions relating to that shall apply, except in circumstances where those terms are inconsistent with these terms.
  
5. Our Goods.
  - 5.1. Any descriptions or illustrations on our site are published for the sole purpose of giving an approximate idea of the Goods described in them
  - 5.2. We will supply the Goods to you in accordance with the specification for the Goods appearing on our website at the date of your order in all material respects.
  - 5.3. We warrant to you that the Goods will be provided using reasonable care and skill.
  - 5.4. We will use all reasonable endeavours to meet any performance dates specified in the Order Confirmation, but any such dates are estimates only and failure to perform the Goods by such dates will not give you the right to terminate the Contract.
  
6. Your obligations
  - 6.1. It is your responsibility to ensure that:
    - (a) the terms of your order are complete and accurate;
    - (b) you cooperate with us in all matters relating to the Goods; and
    - (c) you provide us with such information and materials we may reasonably require in order to supply the Goods, and ensure that such information is complete and accurate in all material respects;
  
7. Services in Australia only

We will only offer the Goods at addresses within Australia.
  
8. Charges
  - 8.1. In consideration of us providing the Goods, you must pay our charges (Charges) in accordance with this clause 8.
  - 8.2. The Charges are the prices quoted on our site at the time you submit your order.
  - 8.3. If you wish to change the scope of the Goods after we accept your order, and we agree to such change, we will modify the Charges accordingly.
  - 8.4. Our Charges are INCLUSIVE of goods and services tax (GST). Where GST is payable in respect of some or all of the Goods, you must pay us such additional amounts in respect of GST, at the applicable rate, at the same time as you pay the Charges.

9. Payment
  - 9.1. Payment for the Goods is in advance.
  - 9.2. You can pay for the Goods using a debit card or credit card or using our Third Party Payment Provider.
  - 9.3. When paying for the Goods via a Third Party Payment Provider such as PayPal, you agree to be bound by any terms and conditions of that Third Party Payment Service in addition to this agreement. The Third Party Payment Service or your bank or other financial institution may require you to pay processing fees or other fees and charges. Any such fees and charges are your sole responsibility and are not included in the price of the Goods, or other paid services unless otherwise specified. We accept no responsibility for your use of any Third Party Payment Service.
10. Intellectual property rights
  - 10.1. All intellectual property rights in or arising out of or in connection with the Goods will be owned by us.
11. How we may use your personal information
  - 11.1. We will use any personal information you provide to us to:
    - (a) provide the Goods;
    - (b) process your payment for the Goods; and
    - (c) inform you about similar goods or services that we provide, but you may stop receiving this information at any time by contacting us.
  - 11.2. Further details of how we will process personal information are set out in our privacy policy.
12. Limitation of liability
  - 12.1. Nothing in this Contract limits or excludes our liability:
    - (a) for death or personal injury caused by its negligence or wilful misconduct or that of its employees, as applicable;
    - (b) for fraud or fraudulent misrepresentation by it or its employees, as applicable; or
    - (c) where liability cannot be limited or excluded by applicable law.
  - 12.2. Subject to clause 12.1 we will not be liable to you, whether in contract, tort (including negligence) or otherwise, for any special, indirect or consequential loss arising under or in connection with this Contract, including any:
    - (a) loss of profits;
    - (b) loss of sales or business;

- (c) loss of production;
- (d) loss of agreements or contracts;
- (e) loss of business opportunity;
- (f) loss of anticipated savings;
- (g) loss of or damage to goodwill;
- (h) loss of reputation; or
- (i) loss of use or corruption of software, data or information.

12.3. Subject to clause 12.2, our maximum aggregate liability to you for any loss or damage or injury arising out of or in connection with the supply of Goods under this Contract, including any breach by us of this Contract however arising, under any indemnity, in tort (including negligence), under any statute, custom, law or on any other basis, is limited to the amount paid by you for the Goods.

12.4. Nothing in this Contract is intended to have the effect of excluding, restricting or modifying the application of all or any of the provisions of Part 5-4 of the Australian Consumer Law in Schedule 2 of the Competition and Consumer Act 2010 (Cth) (ACL), or the exercise of a right conferred by such a provision, or any liability of ours in relation to a failure to comply with a guarantee that applies under Division 1 of Part 3-2 of the ACL to a supply of Goods.

12.5. If we are liable to you in relation to a failure to comply with a guarantee that applies under Division 1 of Part 3-2 of the ACL that cannot be excluded, our total liability to you for that failure is limited to, at our option, the resupply of the Goods or the payment of the cost of resupply.

12.6. Nothing in this Contract limits or affects the exclusions and limitations set out in our terms and condition of use of our website.

12.7. This clause 12 will survive termination of the Contract.

### 13. Confidentiality

13.1. We each undertake that we will not [at any time OR at any time during the Contract, and for a period of five years after termination of the Contract, disclose to any person any confidential information concerning one another's business, affairs, customers, clients or suppliers, except as permitted by clause 13.2.

13.2. We each may disclose the other's confidential information:

- (a) where the information is in the public domain as at the date of this Contract (or subsequently becomes in the public domain other than by breach of any obligation of confidentiality binding on either of us);
- (b) if either of us is required to disclose the information by applicable law or the rules of any recognised stock exchange or other document with statutory

content requirements, provided that the recipient has[ to the extent practicable having regard to those obligations and the required timing of the disclosure] consulted with the provider of the information as to the form and content of the disclosure;

- (c) where the disclosure is expressly permitted under this Contract;
- (d) if disclosure is made to our respective officers, employees and professional advisers to the extent necessary to enable either of us to properly perform our obligations under this Contract[ or to conduct our business generally], in which case the we each must ensure that such persons keep the information secret and confidential and do not disclose the information to any other person;
- (e) where the disclosure is required for use in legal proceedings regarding this Contract; or
- (f) if the party to whom the information relates has consented in writing before the disclosure.

13.3. Each of us may only use the other's confidential information for the purpose of fulfilling our respective obligations under the Contract.

#### 14. Termination

14.1. Without affecting any of our other rights, we may suspend the performance of Services, or terminate this Contract with immediate effect by giving written notice to you if:

- (a) you fail to pay any undisputed amount due under this Contract on the due date for payment and you remain in default not less than 30 days after being notified in writing to make such payment;
- (b) you commit a material breach of any other term of this Contract and that breach is irremediable or (if that breach is remediable) you fail to remedy that breach within a period of [14 OR [NUMBER]] days after being notified in writing to do so;
- (c) an insolvency event occurs in relation to you; or
- (d) there is a change of control of the your company without the consent of us, such consent not to be unreasonably withheld or delayed.

14.2. Termination of this Contract does not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages for any breach of the Contract that existed at or before the date of termination.

14.3. Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination will remain in full force and effect.

## 15. Force majeure

- 15.1. We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under the Contract that is caused by any act or event beyond our reasonable control (Event Outside Our Control).
- 15.2. If an Event Outside Our Control takes place that affects the performance of our obligations under the Contract:
- (a) we will contact you as soon as reasonably possible to notify you; and
  - (b) our obligations under the Contract will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control. We will arrange a new date for performance of the Goods with you after the Event Outside Our Control is over.

## 16. Notices

- 16.1. When we refer to "in writing" in these Terms, this includes email.
- 16.2. Any notice or other communication given[ by one of us to the other] under or regarding the Contract must be in writing and be delivered personally, sent by pre-paid post or email.
- 16.3. A notice or other communication is deemed to have been received:
- (a) if delivered by hand to the nominated address, when delivered to the nominated address;
  - (b) if sent by pre-paid post, at [9.00 am] (addressee's time) on the [second OR [ORDINAL NUMBER]] Business Day after the date of posting; or
  - (c) if sent by email, at the time the email is sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that the email has not been delivered.
- 16.4. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an email, that such email was sent to the specified email address of the addressee.
- 16.5. The provisions of this clause will not apply to the service of any proceedings or other documents in any legal action.

## 17. Variation

Any variation of the Contract only has effect if it is in writing and signed by you and us (or our respective authorised representatives).

18. No waiver

18.1. Neither of us may rely on the words or conduct of any other party as being a waiver of any right, power or remedy arising under or in connection with this Contract unless the other party or parties expressly grant a waiver of the right, power or remedy. Any waiver must be in writing, signed by the party granting the waiver and is only effective to the extent set out in that waiver.

18.2. Words or conduct referred to in clause 19.1 include any delay in exercising a right, any election between rights and remedies and any conduct that might otherwise give rise to an estoppel.

19. Assignment and novation

19.1. We may assign or transfer our rights and obligations under the Contract to another entity[but will always notify you[ in writing or] by posting on this webpage if this happens].

19.2. You may only assign or transfer your rights or your obligations under the Contract to another person if we agree in writing.

19.3. A breach of clause 20.2 by you entitles us to terminate this Contract.

20. Severability

20.1. If the whole or any part of a provision of this Contract is or becomes invalid or unenforceable under the law of any jurisdiction, it is severed in that jurisdiction to the extent that it is invalid or unenforceable and whether it is in severable terms or not.

20.2. Clause 21.1 does not apply if the severance of a provision of this Contract in accordance with that clause would materially affect or alter the nature or effect of the parties' obligations under this Contract.

21. Relationship of the parties

The Contract is between you and us. No other person has any rights to enforce any of its terms

22. Announcements

No party will make, or permit any person to:

(a) make any public announcement statement, press release or other publicity or marketing materials concerning the existence, subject matter or terms of this Contract, the wider transactions contemplated by it, or the relationship between the parties; or

(b) use the other party's trade marks, service marks, trade names, logos, symbols or brand names, in each case;



without the prior written consent of the other party,[ such consent not to be unreasonably withheld, conditioned or delayed,] except as required by law, any governmental or regulatory authority (including, without limitation, any relevant securities exchange), any court or other authority of competent jurisdiction.

23. Governing law and jurisdiction

These terms and conditions, their subject matter and their formation, are governed by the laws of Victoria, Australia. You and we both agree that the courts in Victoria will have exclusive jurisdiction.