

Terms & conditions

1. Our Contract:

A legally binding contract with you will only arise once Rapid Install Shade Sheds has received payment for the goods in from you or confirmation of with deposit payment for custom made to measure goods. When ordering products from Rapid Install Shade Sheds website we can only process your order when the goods ordered have been paid for in full. You can pay on-line with all major credit cards, debit cards. Your payment card details will be encrypted to minimise the possibility of unauthorised access or disclosure.

Authority for payment must be given at the time of order. You will be charged for items at the point of order. Our liability to you in connection with any order will not exceed the total price charged for the relevant items. We accept Internet orders only from Web browsers that permit communication through Secure Socket Layer (SSL) technology, for example, 3.0 version or higher of Explorer and versions 3.02 or higher of Netscape. This means you cannot inadvertently place an order through an unsecured connection.

Refunds and returns as required by law as per the ACCC requirements quoted below directly from their website.

We are not required to provide a refund or replacement if you change your mind. But you can choose a refund or exchange if an item has a major problem.

This is when the item:

- has a problem that would have stopped someone from buying the item if they had known about it
- is unsafe
 - is significantly different from the sample or description
 - doesn't do what we said it would, or what you asked for and can't be easily fixed.

Alternatively, you can choose to keep the item and we will compensate you for any drop in value.

If the problem is not major, we will repair the item within a reasonable time.

If it is not repaired in a reasonable time you can choose a refund or replacement.

Please keep your proof of purchase—e.g. your receipt.

ACCC Infocentre 1300 302 502 www.accc.gov.au

2. Price

The price you will pay is the price shown at the checkout and on your confirmation email, these prices are inclusive of the Goods and Services Tax (GST) and the total price shown is the price you will pay. All prices shown at our online store are shown in Australian Dollars (AUD).

3. Right to Cancel or Change Your Order

Cancelling Prior to Manufacture

3.1 As our products are custom made and the manufacturing process will begin after a set period of 24 hours, you are only able to cancel or change your order by contacting us the next business day (Monday to Friday) from placing your order. This excludes Express orders, which due to the speed of manufacturing, risk being completed within an hour of an order being placed. These cannot be cancelled or changed.

Refunding Your Payment

3.2 If a cancellation of the order is required within the 24-hour period of placing the order, monies will be credited to Your Bank Account or Credit Card within 7 days of notification. Refunded Monies may take a few days to show in your account after Our electronic transfer, We cannot be held responsible for interbank transfer delays.

Cancelling After Manufacture

3.3 You cannot cancel or change Your order if the goods You have ordered are manufactured, measured or custom-made to Your requirements as these Goods will not be re-sellable to Us. We regret that once Your Order has been accepted by Us in relation to such Goods and entered on Our manufacturing process, We are unable to accept changes to these Goods or cancellation of Your order. If prior to delivery You do wish to change Your order or cancel it after We have accepted it, please contact Us as soon as possible by email or on Our telephone order helpline and We will try to assist You. Our acceptance of cancellation of Your Order will be subject to retention by Us of a handling charge equal to 40% off the invoice value. The balance of the price paid will be reimbursed to You within 30 days of notification of cancellation by re crediting Your Bank Account or Credit Card.

Cancellation by Us

3.4 We receive the right to cancel You Order if: We have insufficient stock to deliver the Goods You have Ordered. You require delivery outside of Australia. One or more of the Goods was listed at the incorrect price due to typographical error or an error in the pricing information made by Us and/or received by Us from Our suppliers. If We do cancel Your Order We will notify You by email and will re credit to Your account any sum deducted by received by Us from Your credit card or Direct Debit as soon as possible but in any event within 30 days of Your Order. We will not be obliged to offer any additional compensation for disappointment suffered.

4. Stock Shortages

We have the right to cancel your order if:

- 1. We have insufficient stock to make and deliver the goods ordered.**
- 2. If you have ordered from an island or country where we do not deliver.**
- 3. The goods ordered unbeknown to us have been discontinued.**
- 4. A pricing error or typing error has occurred due to system failure within our database or website.**

If for any reason beyond our reasonable control, we are unable to supply a particular item, we will notify you as soon as possible. No discounts or compensation can be offered under these unforeseen circumstances.

5. Product Descriptions and Measurements

a) Descriptions and photography

The products we sell are either photographed or digitally produced and are accurately displayed on the website, however, due to different types, styles and settings of computer monitors shading and colour may appear differently to the exact colour. Due to this we strongly advise that you request a free sample before placing your order to ensure that you are happy with the colour and also quality before ordering. Whilst every attempt will be made Rapid Install Shade Sheds to ensure that the goods sold and delivered match in every respect any sample or description shown or sent to you, any minor or immaterial variation, change in colour or pattern between the sample or description and the goods delivered shall not entitle you to reject the goods nor to claim any compensation for such variation or change.

b) Measurements

Many of the goods we sell are made according to your sizes. It is your responsibility to take the correct measurements of your window. If you are unsure about any products or how to measure please call our customer services team for help before ordering or consult the online measuring guide. You must check the product details and measurements of the goods before placing your order online or by phone and are responsible for checking the order via the email confirmation. We cannot accept returns or refund the money if you have given us incorrect measurements, as we will not be able to resell the goods as they are made to measure. Please be aware that if you are ordering custom made goods from measurements taken from a house plan, We cannot be held responsible if the measurements on the building plans vary, from the actual completed window measurement.

c) Made to measure products

Made to measure products are custom made to your precise requirements. Once made our products are suitable only to you and therefore cannot be cancelled or returned. Because of this it is extremely important that you are sure about the product that you want and also the size you require. We advise that you take advantage of our free sample service before placing an order, Rapid Install Shade Sheds cannot be held responsible if you dislike the colour or the general quality of the product. We strongly recommend that you double check your order to ensure that the products ordered and measurements taken are correct.

6. Delivering Your Goods

Rapid Install Shade Sheds will deliver your goods to the address you have provided on the order form for delivery. We will immediately despatch the order upon completion. We will follow this up with an Order Status update email for you to retrieve details on ETA's. Deliveries are Monday to Friday between 9am to 5pm. Rapid Install Shade Sheds use outside Freight companies to deliver your orders and cannot be held responsible for any delays that may occur once the Goods have left our premises. Whilst we shall use our reasonable endeavours to meet the delivery date specified on Your Order confirmation, we can only go by the date given to us by the Freight Company.

7. Defective Goods

Rapid Install Shade Sheds manufacturer's guarantee on manufacturing faults. In addition we offer a limited guarantee for each product sold as per each individual products manufacturer's warranty period inline with their warranty offered, each of your products will have details of what is offered and what is covered with the products warranty. We reserve the right to either replace or repair the product and it may be necessary to return the goods to us for inspection prior to a replacement product being despatched as per the Consumer Guarantee guidelines. Please read our full Warranty Policy located at our website for further details.

8. Representations

No statement, description, or recommendation contained in any catalogue, price list, advertisement, communication, and the pages of this online store or by any employee or agent Rapid Install Shade Sheds shall be interpreted so as to enlarge, vary or override in any way any of these terms and conditions.

9. Events Beyond our Control

We shall have no liability to You for any failure to deliver Goods You have ordered or for any delay in doing so or for any change of the specified delivery date or for any damage or defect to Goods delivered that is caused by any event or circumstance beyond Our reasonable control including, without limitation, third party default, strikes, lock-outs and other industrial disputes, breakdown of systems or network access, flood, fire, explosion or accident.

10. Invalidity

If any part of these terms and conditions is unenforceable (including any provision in which We exclude our liability to You) the enforceability of any other part of these conditions will not be affected.

11. Privacy

We do not sell, trade or rent Your personal information to others. However, We do use other companies and individuals to perform services on Our behalf, such as company and product research, delivering packages, sending SMS based marketing messages as well as other forms of mail, emails and processing payments. They will have access to Your personal information needed to perform these services, but We will not authorise them to use Your information for other purposes.

Opting Out. You can opt out or unsubscribe from receiving SMS/MMS text messages by responding STOP to any message you receive in our text messaging program, or just texting STOP to the number from which you currently are receiving our text messages. In either case, you will receive one additional message confirming that your request has been processed.

12. Consumer Guarantee

Rapid Install Shade Sheds have a duty to provide you with the product you ordered. If a part is missing or incomplete, we will replace it as quickly as possible in accordance with the Consumer Guarantee. A refund will only be given if we cannot replace or repair the item.

Rapid Install Shade Sheds will not be responsible for any installation charges that you have incurred that are outside a standard installation charge quoted by our installers. A reasonable claim of compensation will only be acknowledged that is in line with the fee that our installers will charge to reinstall the product.