TERMS AND CONDITIONS OF SALE

Floors-2-Go SA • Blinds-2-Go SA

Plain English Version

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Page numbers are generated from the rendered document. Regenerate this list as an automatic field before the manual is signed off as a controlled document.

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Version 5.4 — DRAFT FOR LEGAL REVIEW. Not yet in effect. Version 5.1 (effective 16/08/2026) remains the current governing document until this draft is approved and issued. The version of these terms current at the time you accept your quote is the version that applies to your Contract.

REVIEW NOTE — REMOVE BEFORE THIS DOCUMENT GOES LIVE

This is a draft prepared for legal review. It is not a controlled document and is not in effect.

This draft supersedes and withdraws the v5.2 and v5.3 drafts. Those drafts defined Special Items as all made-to-measure window furnishings and required payment in full for them. That is no longer the business's position and should be disregarded.

Six changes have been made to v5.1. Everything else is unchanged.

- Clause 1 — "Special Items" replaced with "Specialised Items", and the definition narrowed. The v5.1 definition ("goods we don't hold in stock, and which are ordered or made specifically for you") caught flooring ordered in for a project, and the v5.2 definition caught all made-to-measure window furnishings. Neither reflects the business's position. Specialised Items now covers only specialised made-to-order product that cannot be returned to the supplier or resold — folding arm awnings being the current example.
- Clause 5 — deposit structure rewritten. A single 30% figure is replaced with four: flooring 30%; new builds a $250 holding deposit made up to 30% before the job is actioned; window furnishings 50%; Specialised Items payment in full before the supplier order is placed, with a full refund available up to that point. No deposit is taken where a third party books the job under a purchase or work order.
- Clause 6 — payment timing. Payment in full remains due on the day of installation, with two carve-outs: the window furnishings balance falls due on manufacturer ready, and Specialised Items are paid up front so nothing falls due on installation. "Manufacturer ready" is defined as the manufacturer having issued an invoice for the product or having written to advise it is ready. Note: a broken cross-reference of this kind ("unless Clause — (Storage and Delayed Installation)") appears in the copy of these terms reproduced at Appendix C of the Operations Manual. It is a rendering artefact in that copy, not a defect in this source document, and has been corrected there.
- Clauses 12 and 22 — installation workmanship warranty reduced from 2 years to 1 year. Clause 18 refers to the workmanship warranty without stating a period and is unchanged.
- Clause 25 — Privacy rewritten as "Privacy and Recordings", covering inspection photographs, furniture removal photographs shared with removalists, audio recording with consent and external transcription, and CCTV retention. None of this was covered in v5.1.
- New Clause 26a — Plans and Measurements. Records that plans, measurements and quantities produced by the business remain its property and are not supplied to customers, with an exception for trade, insurance and commercial customers whose work order or claim requires the measured schedule.

Points for the reviewer:

- Clause 9 sets out cancellation liability per product type and deducts from "your deposit or advance payment". Please confirm it accommodates both full prepayment on Specialised Items and the 50% window furnishings deposit without amendment.
- The unfair contract terms provisions apply to standard-form consumer contracts. Please confirm the Specialised Items prepayment, the refund cut-off point, and the new build top-up requirement read as fair.
- Clause 8 refers to cooling-off rights for unsolicited consumer agreements. Please confirm the prepayment requirement sits correctly alongside that.
- Clause 3 retention of title has less practical work to do on a fully prepaid Specialised Item. No change proposed, flagged for completeness.
- The reduction of the workmanship warranty from 2 years to 1 does not limit consumer guarantees under the Australian Consumer Law, which run for whatever period is reasonable for the product. Please confirm the clause as drafted does not read as an attempt to exclude or limit those guarantees.
- Clause 25 as drafted omits the v5.1 reference to the Privacy Act 1988 (Cth) and the Australian Privacy Principles, pending your advice. Small businesses below the $3 million turnover threshold are generally exempt. Where the business is exempt, the v5.1 wording binds it voluntarily to obligations it does not otherwise carry. Please advise whether the reference should be restored.
- Clause 26a is a new clause. Please confirm the numbering position, and whether it sits better merged with Clause 26 (Description of Goods) or as a standalone clause.

1. Who's Who

Here's what the main words in this document mean:

- Customer — the person or people buying the goods, as named on the Quote, Invoice, or Order Confirmation.
- Goods — the products described on the Quote, Invoice, or Order Confirmation.
- Contract — the agreement between us and you for the sale of the Goods, made up of these terms.
- The Company, "we", "us" — these terms cover both of our trading businesses at the same premises: FLOORS FLOORS FLOORS Pty Ltd (ABN 63 602 847 414, Builder's Licence BLD342012), trading as Floors 2 Go SA (flooring), and Eidos Holdings Pty Ltd (ABN 91 648 794 450), trading as Blinds-2-Go SA (blinds and window furnishings). Whichever business you've purchased from — as shown on your Quote, Invoice, or Order Confirmation — is "the Company" for the purposes of that Contract. Registered office (both businesses): Unit 1/145 Tolley Road, St Agnes SA 5097.
- Installer — the flooring or blinds fitter who carries out the installation on our behalf.
- Specialised Items — specialised made-to-order products that are manufactured to your specification and cannot be returned to our supplier or resold to anyone else. Folding arm awnings are an example. We'll tell you before you commit if your order includes a Specialised Item, and your Quote will show it clearly. Standard made-to-measure curtains, blinds and shutters are not Specialised Items — they're window furnishings, and Clause 5 sets out the deposit for those. Flooring products are never Specialised Items, even where we order a particular product in specifically for your project, because flooring isn't made to measure and can be transferred to another job.
- Outside our reasonable control — events we couldn't reasonably have prevented or planned around. This includes supplier or manufacturing failures, transport and freight delays, extreme weather, fire, flood, pandemic, industrial action, utility or network failure, and government restrictions. Wherever these terms refer to something being outside our reasonable control, this is what it means.
- If your job includes both flooring and blinds, these are two separate Contracts — one with Floors 2 Go SA and one with Blinds-2-Go SA — even if they're on the same Quote or Invoice. A term applying to "the Company" applies separately to each entity for its part of the job.

Headings are just there to help you find things — they don't change what a clause means.

2. Accepting Your Order

You've accepted these terms and conditions as soon as any one of the following happens:

- You pay a deposit.
- You sign a work order or purchase order.
- You confirm the order verbally.

If you accept verbally, we'll confirm it back to you by email or SMS. That confirmation sets out what you've ordered and the terms that apply, and your acceptance takes effect on those terms. Please check it and tell us straight away if anything looks wrong.

Quotes expire. The expiry date on your quote is firm. If you don't accept the quote by that date, the price may change.

3. Ownership of Goods Until Paid

The Goods stay legally ours until you've paid everything you owe us in full.

If you don't pay, we reserve the right to recover the Goods, and you agree to allow us reasonable access to do so after we've given you reasonable notice. We won't force entry — but refusing access doesn't cancel the debt, and we can still recover what's owed through the usual channels.

Security interest. Until you've paid in full, you grant us a security interest in the Goods under the Personal Property Securities Act 2009 (Cth). You consent to us registering that interest on the Personal Property Securities Register, agree to give us any information we reasonably need to do so, and agree not to lodge a financing change statement or amendment demand without our written consent.

4. How We Sell to You

We sell under Australian Consumer Law and any other consumer protection laws that apply in South Australia, except where these terms say something different. Any change to the Contract only counts if we agree to it in writing.

Installation dates are estimates only. Delays caused by manufacturing or transport are outside our reasonable control, and we won't offer a discount because of them.

We're not liable for loss caused by delays in supply or installation that are outside our reasonable control. Where a delay or issue is caused by our own error or negligence, our liability is limited to correcting the problem or refunding the amount you've paid for the affected Goods or services — we're not liable for indirect losses such as lost rent or accommodation costs in that case either. Nothing in this clause limits your rights under Australian Consumer Law.

5. Deposits and Price Changes

Deposit. The deposit we need depends on what you're buying:

- **Flooring** — 30% of the total price to confirm your order.
- **New builds** — a $250 holding deposit will hold your pricing. This is fully refundable and doesn't commit you to proceed. Before we can action the job, it must be made up to 30% of the total price.
- **Window furnishings** — 50% of the total price to confirm your order. The balance falls due when the manufacturer confirms your product is ready — see Clause 6.
- **Specialised Items** — payment in full before we place the order with our supplier. You can cancel and receive a full refund at any time before we place that order.

Your deposit is shown on your Quote or Order Confirmation.

Where a builder, real estate agent or other third party books the job under a purchase order or work order, no deposit is required. Payment is on the terms in Clause 7.

Product price guarantee. Once you've paid your deposit, we guarantee the price of the product won't rise by more than 10% from your original quote.

Installation price guarantee. Installation costs can change — especially if site conditions differ from what was quoted. We'll tell you as soon as possible if installation costs change. We guarantee the cost of the installation work as quoted won't rise by more than 10% from your original quote. This cap doesn't apply to variations you've approved under Clause 13, or to charges under Clause 12 such as late-cancellation fees, lost-time charges, difficult-access charges, or the CBD surcharge — those are additional to the quoted work.

Your right to cancel if prices rise. If we ever need to increase either the product price or the installation cost beyond the caps above, you can cancel your order and receive a full refund of your deposit. The cancellation costs in Clause 9 don't apply in that situation.

6. Payment

Payment in full is due on the day of installation, unless we've agreed otherwise in writing or unless Clause 10 (Storage and Delayed Installation) applies.

Window furnishings. The balance on window furnishings is due when the manufacturer confirms your product is ready. That means the manufacturer has either issued us an invoice for your product, or written to tell us it's ready. Either one is enough. We'll let you know when it happens and issue your balance invoice then. This falls due before installation, not on the day.

Specialised Items. Specialised Items are paid in full before we order, so nothing further falls due on the day of installation.

If an account isn't paid on time, we'll charge interest at 1.5% per month, added to your balance monthly.

If an account is more than 30 days overdue, you're responsible for our reasonable costs actually incurred in recovering the debt — including legal fees and collection costs. These get added to what you owe.

If we're significantly late completing agreed work through our own fault, and this causes you a direct, quantifiable cost, we'll discuss a fair resolution with you.

7. When a Third Party Books the Job

Sometimes a real estate agent, builder, or another third party books us to do work for a landlord, property owner, or another end client. In that case, whoever books the job with us (the "Third Party") is fully responsible for payment.

It's the Third Party's job to get any necessary approvals and payment arranged with the landlord, property owner, or client before booking us. If that person doesn't pay, the Third Party still has to pay us in full.

We can chase the Third Party for any unpaid amount, including recovery fees and legal costs, as set out in Clause 6.

Trade accounts. Where a Third Party wants to trade on account, we may require credit approval before work begins, and may require a director's personal guarantee. We'll tell you if either applies before you commit.

8. Changes to Specifications

We can make small changes to a product's specifications if the law requires it, or if the change doesn't meaningfully affect quality or performance.

Most of our Goods are cut or made to your order, so once you accept the quote, we commit to that order and it can't be cancelled without cost — see Clause 9. If your purchase is an unsolicited consumer agreement under the Australian Consumer Law (for example, a sale negotiated at your home following contact you didn't initiate), separate cooling-off rights apply by law, and nothing in these terms limits them.

9. Cancelling Your Order

Timeframes are approximate. Installation and delivery dates are estimates, not guarantees. Where a delay is caused by something outside our reasonable control, we are not liable for that delay, and it does not give either side a right to cancel or claim compensation.

Most of our Goods are custom-ordered or cut to your own measurements. Once you accept a quote, we commit to that order on your behalf. What you're liable for if you cancel depends on what's already been done:

- Carpet and other sheet goods (e.g. vinyl): once cut to your order — whether cut by us or by our supplier on our behalf — these can't be returned or resold. If you cancel after this point, you're liable for the value of the goods already cut.
- Blinds and window furnishings: these are manufactured specifically to your order. If you cancel after manufacturing has started, you're liable for the full cost of materials used.
- Returnable stock items (e.g. laminate, hybrid flooring): if we've already ordered stock in for your job and you cancel, you're liable for the actual freight cost and restocking fee our supplier charges us to return it. If the

Goods have already left our store, we may offer a credit note rather than a cash refund, once those costs have been deducted.

In all cases, the amount you're liable for is deducted from your deposit or advance payment first. If it exceeds your deposit, you're liable for the shortfall. If there's anything left over, we'll refund the balance to you.

Once Goods have been installed, the order can't be cancelled.

If we cancel your order — we'll only do this for a genuine reason, such as: our supplier can't supply the product, the product has been discontinued, there's been a pricing or quoting error, credit hasn't been approved, or the site is unsafe to work in. If we cancel for one of these reasons at any time before we tell you the Goods are ready, you'll receive a full refund of your deposit or advance payment.

10. Storage and Delayed Installation

Despite Clause 6, if your Goods are ready and you or a third party (such as your builder) delay installation by more than 14 days after we've notified you they're ready, the balance of the price becomes payable in full at that point.

We'll give you written notice before any storage charges start. After that notice, storage is charged at $35 per pallet space per week until installation goes ahead.

If Goods remain in storage for more than six months, we can give you 30 days' written notice requiring you to collect them or arrange installation. If you don't, we can sell or dispose of the Goods, following any notice requirements that apply under South Australian law for uncollected goods. Where you still owe us money, we'll apply the proceeds against what's owing and refund any balance. Where nothing is owing, we'll remit the full proceeds to you.

We'll keep your Goods insured while they're stored with us — the storage charge covers this. You don't need to arrange your own insurance for Goods held at our premises.

11. Price of Goods

The price of the Goods is whatever's shown on your Quote, Invoice, or Order Confirmation, as a single total price inclusive of GST. Unless your Quote says otherwise, this total includes installation.

12. Installation

We arrange for one of our local Installers to deliver and install your purchase. We stand behind the standard and quality of the installation work carried out on our behalf — see our 1-year installation workmanship warranty at Clause 22.

Clearing the room is your responsibility. Rooms need to be clear of furniture and personal belongings before the Installer arrives.

We do not move furniture, under any circumstances. This applies even if you're happy to pay for it. If you need help, we can put you in touch with a contracted furniture removalist who can give you a quote. Any arrangement you make with them is a separate contract between you and the removalist — not with us — so we're not liable for any damage caused during that furniture removal.

Old flooring and waste. Unless your Quote says otherwise, lifting and disposing of existing floor coverings isn't included. If you'd like us to do it, we'll quote it as a separate line item. Where we do remove old flooring, we'll take it away and dispose of it — but we don't remove waste left by other trades.

Installers don't cut down doors, alter cabinetry, or install or remove skirting boards. They also won't install anything we didn't supply. If any of this needs doing, please arrange it with the right tradesperson before the installation date.

We don't recommend installing floating floors under skirting boards. If a floor has been installed under skirting and a customer service issue comes up later, we are not responsible for removing or reinstating the skirting boards as part of fixing it.

Site conditions. Please make sure there's safe access to the work area, working power and water available, and that pets are secured away from the work area for the duration of the job.

Difficult access. If the job involves stairs, upper levels without lift access, long carries from the vehicle to the work area, or similar access difficulties, please tell us at quote stage. If we only discover this on the day, additional charges may apply and we may need to reschedule.

With patterned carpets, we decide where seams and joins go unless you've told us otherwise beforehand. Our suppliers do their best to avoid pattern distortion during manufacturing, but because carpet is a stretchy material, some shrinkage or stretch is unavoidable — so we can't guarantee a perfect pattern match, especially across multiple widths.

We take care to protect your property throughout installation. We're not liable for minor damage that occurs despite reasonable care being taken — such as pre-existing weaknesses in paintwork or fittings — but this doesn't limit our liability for damage caused by an Installer's negligence. We're also not responsible for damage to phone lines, computer cabling, or moving/reassembling stereo equipment. Note: it's illegal to run power cables under carpet.

Any water pipe set into a concrete slab needs to be at least 50mm deep, per Australian Standards. We're not responsible for damage to pipes that don't meet this depth.

Changing or cancelling a booking? Please give us 72 hours' notice. If you don't, we'll add a $150 charge to your account. If our Installer arrives and the site isn't safe or ready for the job, we'll add a further $250 charge for lost work time.

If our Installer fails to attend on the agreed date without giving you reasonable notice, and this isn't due to something outside our reasonable control, we'll reschedule your installation as a priority and credit $150 against your job.

Work carried out in the Adelaide CBD (postcode 5000) has a surcharge of $404, which covers the additional access and parking costs we incur working in the CBD. This will be shown on your Quote. You'll also need to make sure there's suitable parking available for the Installer, at your cost.

Floating floors need expansion gaps. Under the Building Code of Australia, a floating floor needs an expansion break roughly every 6 metres, and at each doorway, to allow for natural movement in the boards. This is standard industry practice, not a defect, and may mean a transition strip appears somewhere you weren't expecting.

Acclimatisation. Timber, hybrid and some other products need to sit on site before laying so they can adjust to the conditions in your home — usually 48 to 72 hours, or as the manufacturer specifies. If you'd prefer we skip this step to save time, we can, but we're not responsible for movement, gapping, or cupping that results.

Underfloor heating. Tell us at quote stage if you have or plan to install underfloor heating, so we can check product compatibility. Surface temperature must stay within the flooring manufacturer's stated limit, and the system needs to be brought up and down gradually rather than switched straight to full heat. Damage caused by exceeding these limits isn't covered.

Timber floors need climate control. Air conditioning or heating needs to be in working order before and during installation, and reasonably consistent afterwards. Timber moves with humidity and temperature changes — we're not responsible for movement, gapping, or cupping caused by a lack of climate control at the property.

13. Variations

If work is needed that wasn't in your original quote — extra floor preparation, additional materials, unforeseen site issues, or a change you've asked for — we'll quote it to you first and get your written approval before we proceed. Written approval means email, SMS, or an approval logged through our job management system.

We won't carry out variation work without that approval, except where there's an immediate safety risk. Approved variations are added to your invoice.

14. Floor Preparation

If your quote was based on a plan or on measurements you gave us, it won't include floor preparation. That cost can only be confirmed once we've inspected the site, and will be quoted as a variation under Clause 13.

We assume the subfloor is flat, dry, and structurally sound. Subfloor moisture needs to be within the limits set by the flooring manufacturer and the relevant Australian Standard for the product being installed. If the subfloor turns out to be uneven, damp, or otherwise unsuitable once we're on site, we'll let you know and quote any extra preparation work needed before we can proceed. If you choose not to go ahead with that preparation, we can still complete the job on a best-efforts basis, but you'll need to accept the risk of issues like an uneven finish, creaking, or reduced product lifespan as a result.

15. Site Readiness for New Builds and Renovations

For new builds and renovation projects, the site needs to be ready before we can install. As a guide, this means:

- All tiling in bathrooms, kitchens, and laundries is complete.
- Walls (plasterboard or plaster) are finished.
- Glazing is complete and the property is at lock-up stage.
- Electrical and water connections are fully functional.
- Concrete slab edges are sealed or otherwise protected from the weather.
- Weather seals are fitted to external doors in rooms being floored.

If we arrive and the site isn't ready, this is treated the same as any other unsafe or unready site under Clause 12 — we may need to reschedule, and the $250 lost-time charge may apply.

16. Unforeseen Issues When Removing Existing Flooring

Sometimes a problem only becomes visible once old flooring or carpet is lifted — things like termite damage, water-damaged subfloor, or other structural issues. If this happens, we'll stop work on the affected area and let you know. This isn't included in your original quote, and any rectification work needed is treated as a variation under Clause 13.

17. Hazardous Materials

If your property may contain hazardous materials — such as asbestos or lead paint — particularly relevant in older homes, it's your responsibility to disclose this to us before work begins, and to have it safely removed by a licensed professional if required. We're not liable for exposure or health effects arising from hazardous materials that weren't disclosed to us in advance.

18. Looking After Your Floor

Most flooring problems we get called out to are avoidable. Following the manufacturer's care instructions is also usually a condition of their warranty, so it's worth doing.

- Use entrance mats at external doors to catch grit, which is what actually wears a floor out.

- Fit felt pads or castor cups under furniture legs, and use a proper chair mat under office chairs.
- Never use a steam mop on laminate, hybrid, vinyl or timber — it forces moisture into the joints and may void the manufacturer's warranty.
- Damp mop only, using a cleaning product approved by the flooring manufacturer. Don't wet mop or leave standing water on the floor.
- Wipe up spills, leaks and pet accidents promptly.

Water damage after installation. Damage caused by water getting into the floor after installation — from wet mopping, a dishwasher or fridge leak, a burst pipe, an overflowing bathroom, or flooding — isn't a product or installation fault, and isn't covered by our workmanship warranty or the manufacturer's warranty. This is usually a matter for your home and contents insurance.

Ground movement and slab issues. Much of Adelaide is built on reactive clay soils, which move seasonally. Slab movement, heave, cracking or differential settlement can telegraph through a floor as unevenness, gapping or lifting. This is a building and ground condition issue, not a fault in the flooring or its installation, and isn't something we can warrant against.

19. Blind Cord Safety — Important

Looped blind and curtain cords are a strangulation risk to young children. Children have died from becoming entangled in them. Because of this, corded internal window coverings are covered by a mandatory safety standard in Australia, and we install to that standard.

When we install a corded blind, we will:

- Secure the cord or chain so it can't form a loop within reach of a child.
- Fit a tension device or cleat, and fasten it properly to the wall or window frame.
- Attach the required warning label.

Please don't remove, disable, or relocate these safety devices. They're not optional or cosmetic — removing a cleat or tension device, or unhooking the cord from it, recreates the exact hazard the standard exists to prevent. If a device is damaged, comes loose, or a label falls off, contact us and we'll replace it.

If you'd prefer not to have cords in your home at all, ask us about cordless or motorised options.

20. Blinds and Window Furnishings

Fabric variation. Blind fabrics are dyed in batches, so there can be slight colour variation between production runs and from the sample you saw. If you're adding to an existing order later, an exact match can't be guaranteed. This is a normal characteristic of the product, not a fault.

Light gaps. Roller and roman blinds sit within or over the window recess, so some light will always come through at the edges. This is normal and unavoidable — blinds aren't a blackout seal unless you've specifically ordered a blockout system with side channels.

Fabric drop and roll. Some fabrics can develop slight deviation in how they roll or hang, particularly on wider blinds. Minor variation is normal and within manufacturing tolerance.

Motorised blinds. Where blinds are motorised, you'll need a suitable power supply at the window. Any hardwired electrical connection must be carried out by a licensed electrician — this isn't included in our installation unless your Quote says so. Motors carry the manufacturer's own warranty, which we'll pass on to you. Battery-powered motors need periodic recharging or battery replacement; battery life varies with how often the blind is used and isn't a fault.

21. General

We always aim to meet agreed delivery and collection dates, but we're not liable for compensation if a date needs to be pushed back.

We're not responsible for Goods that don't fit properly if they were supplied to your own specifications or measurements. Nothing in these terms affects your rights under Australian Consumer Law.

Manufacturer's warranties apply as required by consumer law.

Insurance. Our Installers hold current public liability insurance. You should make sure your own building and contents insurance covers your property, belongings and the floor once installed.

Cut pile carpets — of any quality or construction — can develop a shading effect during use (sometimes even without wear). This is sometimes called watermarking, pooling, tracking, or pile pressure. It's most noticeable on plain velvet carpets or patterns with a lot of open background colour. It shows up as irregular, darker patches when viewed from certain angles, and can be permanent. This is a natural characteristic of textile pile carpet, not a manufacturing fault, and doesn't affect how long the carpet lasts.

Timber is a natural product, so some variation in colour and grain from the sample you saw is normal — it isn't a defect.

Carpet colour can vary slightly from the sample due to dye lot differences. We do our best to match as closely as possible, but we can't guarantee an exact match.

Carpet widths are approximate and can vary within the Australian Standard tolerance of ±1.25%.

If an order is only partly completed, for whatever reason, we're entitled to be paid for the portion of goods supplied and work carried out.

22. Faulty Goods and Workmanship

Installation workmanship warranty. We warrant our installation workmanship for 1 year from the date of installation. This covers issues caused by the standard of the installation itself — it doesn't cover product faults (which are covered separately by the manufacturer's warranty), or issues caused by normal wear and tear, misuse, water damage, ground movement, or a lack of appropriate care as set out in Clause 18.

Please raise any concerns about the finished installation within 72 hours of completion, so we can address them promptly. This is a request to help us respond quickly — it doesn't limit your rights under Australian Consumer Law or this warranty.

Please let us know as soon as you notice a fault, ideally in writing — either by post to Unit 1/145 Tolley Road, St Agnes SA 5097, or by email to the address shown on your invoice — so we can look into it quickly. This doesn't limit your rights under Australian Consumer Law, which apply regardless of when a fault is reported.

If Goods do turn out to be faulty, we'll repair or replace them, and we'll cover any delivery costs involved. Where the Australian Consumer Law gives you the right to choose the remedy — for example, where there's a major failure — that right applies, and you can choose a refund, replacement, or compensation instead.

If there's a genuine dispute about whether an issue is a fault or the result of fair wear and tear, negligence, or wilful damage, we can arrange an independent inspection. We'll agree on the inspector together — for example, an AS-accredited flooring inspector — rather than us choosing one unilaterally. If the inspection finds the issue isn't a fault, we can charge you a reasonable fee to cover the cost of that inspection. The inspector's report is evidence for resolving the dispute between us; it doesn't remove your right to pursue the matter further.

Skirting boards, kick panels, end panels, and waterfall benchtops: we don't recommend installing floating floors under any of these. If a fault issue arises where the floor sits under one of these fixtures, we won't be responsible for removing, replacing, or repairing them as part of resolving the fault.

23. If Something Goes Wrong

If you're not happy with something, contact us and we'll send you our Customer Service Request Form. We ask that service issues come to us in writing on that form, with photos, so we've got the detail we need to look into it properly and get the right person out to you first time.

Here's what happens once we have your completed form and photos:

- We'll acknowledge it within 2 business days.
- We'll review it against your original job file.
- Within 10 business days we'll either resolve it, or book a site inspection.
- We'll confirm the outcome to you in writing.

If you're not able to provide photos or complete the form — for any reason — tell us and we'll work something out with you. This is our standard process, not a condition of your rights.

If, after all that, you still disagree with our decision, as a final option you're welcome to obtain your own independent report — from a qualified flooring specialist who isn't another flooring retailer — setting out their unbiased assessment of the issue. You'd cover the cost of this report upfront, and if it finds a genuine fault on our part, we'll reimburse that cost as part of resolving the matter.

If we can't resolve it between us, you can contact Consumer and Business Services SA (Fair Trading), or take the matter to the South Australian Civil and Administrative Tribunal (SACAT). Nothing in these terms limits your right to do so.

24. Fraud Prevention

We can investigate any order we suspect may be fraudulent, and we won't deliver it until we've confirmed it's genuine. If we can't confirm this, or can't reach you, we'll refund your payment using the original payment method and cancel the order.

By accepting these terms, you agree that we can carry out these checks. This may mean sharing your information with a registered credit reference agency, which may keep a record of it — but this is only to confirm your identity. Checks of this kind aren't credit enquiries and aren't intended to affect your credit rating.

25. Privacy and Recordings

What we collect and why. We collect your personal information so we can quote, supply and install your order, and handle any warranty or service issue afterwards. We don't sell your information.

Who we share it with. We may share your information with our Installers, suppliers, removalists and payment providers, where that's needed to complete your job. We don't share it with anyone else.

Photographs of your property. Where your job involves moving furniture, we take photographs of the rooms and items concerned so the removalist can quote and plan the move. We'll tell you before we take them and what they'll be used for. They go to the removalist engaged for your job and nowhere else. If you'd rather we didn't, tell us — we'll arrange for the removalist to attend and quote in person instead.

Photographs at inspections. Where we attend to look at a problem, we photograph the issue and the surrounding area as part of our record. This is how we assess what has happened, and it forms part of your job file.

Audio recordings at inspections. We may ask to audio record a site inspection so there's an accurate account of what was said by both sides. We'll ask everyone present before we start, and we'll only record if everyone agrees. You can say no — it makes no difference to how we handle your matter, and we won't ask twice.

If we do record, the audio is transcribed by an external service, which means it leaves our systems to be processed. Once the transcript is produced, the audio is deleted. We'll offer you a copy of the transcript — you won't need to ask for it. We don't forward it to anyone else, use it for training, or publish it.

CCTV. Our premises are covered by CCTV. Footage is kept for 30 days and then overwritten.

Your rights. You can ask us for a copy of what we hold about you, or ask us to correct it, at any time.

26. Description of Goods

Goods are described on your Quote, Invoice, or Order Confirmation. It's your responsibility to check that what's listed is what you meant to order.

All orders are made using measurements you provide to us, or measurements we take through our Measure & Quote service. We're not responsible for flooring that turns out to be the wrong size where you've provided your own measurements. Where we've taken the measurements ourselves through our Measure & Quote service, we're responsible for correcting any error in those measurements. We recommend using our Measure & Quote service to make sure the size ordered is correct.

Product illustrations sometimes show extra items — like colour-matched accessories — that aren't actually included in the order.

26a. Plans and Measurements

Any plan, drawing, measurement or quantity we produce for your job remains our property. This includes room measurements, square metreages and linear metreages, whether taken during a Measure & Quote visit or prepared afterwards.

We don't supply these to you, and we're not able to discuss specific measurements or quantities with you. Our quote sets out what we'll supply and what it costs. The measuring work behind it is part of the service we're providing, not something separate we hand over.

Where you're a builder, insurance builder or commercial customer and your work order or claim requires the measured schedule, we'll provide it on request.

27. Photos of Completed Work

We may take photos of completed work for our own portfolio and marketing purposes, including our website and social media. We won't include anything that identifies you personally (such as your name or address) without your permission. If you'd prefer we didn't photograph your job, just let us know before work begins.

28. Social Media Competitions

Promoter: FLOORS FLOORS FLOORS Pty Ltd (ABN 63 602 847 414), Unit 1/145 Tolley Road, St Agnes SA 5097. The closing date and prize value for each competition are stated in that competition's post.

- Competitions aren't sponsored, endorsed, or run by Facebook.
- You don't need to share our page or post to enter — but sharing is appreciated!
- Entry is open to anyone who likes our Facebook page and is 18 or older.
- Please keep entries family-friendly — anything likely to cause offence will be removed.
- Links to other pages or businesses will be removed, and the user may be banned.
- No purchase is necessary to enter.
- The winner is chosen at random, and the decision is final.
- By entering, you agree that any photos or videos you submit may be used for social media and publicity.
- There's no cash alternative, and the actual prize may differ from what's pictured.
- Prizes must be collected from Unit 1/145 Tolley Road, St Agnes SA 5097, after the competition's closing date.

- Where the prize is a discount voucher (e.g. $1,000 off flooring or blinds), it only applies within the Adelaide Metro area. Any extra cost — including additional flooring or installation costs — must be paid before the product leaves our warehouse or gets installed.

29. Trade and Commercial Customers

Most of these terms apply to everyone. The following apply only where you're not acquiring the Goods or services for personal, domestic or household use — for example, builders, developers, insurers, property managers and other commercial customers:

- The liability limitations in Clause 4 apply in full.
- Your agreement in Clause 3 not to lodge a financing change statement or amendment demand. (The security interest itself in Clause 3 applies to all customers.)
- We may require credit approval and a director's personal guarantee before opening or continuing a trade account, as set out in Clause 7.

If you are a consumer acquiring for personal, domestic or household use, the terms listed above don't apply to you. The rest of these terms — including the retention of title and security interest in Clause 3, and the payment and interest terms in Clause 6 — apply to all customers. Nothing in these terms limits your rights under the Australian Consumer Law.

30. Entire Agreement

Your Quote, Invoice or Order Confirmation together with these terms make up the whole agreement between us. If someone has told you something that isn't written down — about how a product will perform, or what's included — please ask us to put it in writing before you accept, so there's no confusion later. Nothing in this clause limits your rights under the Australian Consumer Law.

31. Governing Law

These terms are governed by the laws of South Australia. Any dispute arising from these terms or your Contract with us is subject to the jurisdiction of the courts and tribunals of South Australia.

32. Severability

If any part of these terms is found by a court or tribunal to be invalid or unenforceable, that part will be removed or limited to the smallest extent necessary, and the rest of these terms will continue to apply in full.

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