

# WEBSITE ORDERS

**Terms and Conditions** 

#### AMENDMENT OF TERMS

Broome Florist reserve the right to change, modify, add or remove portions of these terms at any time. Using this website signifies acceptance of these terms and conditions.

## 1. LIABILITY

Broome Florist will not be liable for any loss, damage or theft as a result of your use of this website. It shall be your own responsibility to ensure that any products, services or information available through this website meet your specific, personal requirements. Broome Florist will not be liable for any damage or theft associated with an arrangement that has left the Broome Florist. Broome Florist strives to ensure the freshest, premium product is used in all of our arrangements, but we do understand with a natural product some things are out of our control. Broome Florist will not be held responsible for arrangements once they have left the possession of Broome Florist.

# 2. INTELLECTUAL PROPERTY AND CONTENT

The intellectual property rights in all content and imagery on this website remain the property of Broome Florist and are protected by copyright laws. You are not permitted to

publish, manipulate, reproduce or copy any content found on this website. Any imagery sent to the sender/recipient is for personal use only and may not be distributed in any way.

### 3. PRICING AND PAYMENTS

Pricing is published in Australian Dollars (AUD). Pricing includes GST and excludes any applicable delivery costs. Delivery costs are calculated at checkout. All pricing on this website is subject to change without notice.

Payment for all orders must be made by Credit Card, Debit Card or Paypal at time of purchase. Any surcharges and fees will be payable at time of sale and nominated by the payment provider.

# 4. CANCELLATIONS AND CHANGES

Any order made on this website will be subject to a non-refundable \$20 administration fee in the event of an order cancellation. Fox and Rabbit will refund the full order amount, less a \$20 administration fee, provided the order is cancelled with 24 hours notice of the nominated delivery date. All cancellations need to be communicated via email to enquiries@thebroomeflorist.com.au as well as via phone on 08 9192 7035 to be eligible for cancellation and refund. Orders cancelled within 24 hours of the delivery date will be offered a postponement of delivery date only.

Changes to your order can be made 24 hrs prior to the nominated delivery date, provided the order has not left our store. Changes will not be confirmed until any fees, charges and additional payments are processed.

Nominated delivery date may be changed, provided 24 hours notice is given and the order has not left our store.

# 5. PRODUCT INFORMATION

All product information, images and descriptions are for illustration purposes only and do not reflect or represent the final product. Style and product choice remain at the discretion of Broome Florist and may be subject to change from what is communicated without notice.

Any images related to a product are for demonstration purposes only, specific floral choices, vase, paper and ribbon selection remain at the discretion of Broome Florist and will change with each arrangement. Any specific requests need to be made via phone and are subject to seasonal availability. Where product substitutions occur, products of equal or greater value will be used.

## 6. DELIVERY OF PHYSICAL GOODS

The sender will be responsible for ensuring all recipient address details are correctly communicated. Any unsuccessful deliveries resulting from incorrect delivery details will be subject to a re-delivery fee, payable by the sender. Broome Florist will endeavour to communicate with the sender and the recipient upon failed delivery, taking all reasonable measures to ensure there is a safe place to leave the arrangement or brought back to the shop for collection.

The sender will also be responsible for ensuring that delivery of goods to a secured premises (eg apartment, secured building, gated premises) will be received by the recipient, failure to do so will result in the arrangement being returned to the Broome Florist and a re-delivery fee charged.

In the event of an unsuccessful delivery, the goods will be returned to the Broome Florist store and the sender will be responsible for any associated re-delivery fees. Alternatively, store pickup will be available, with respect to our hours of operation, by either the sender or the recipient.

# 7. RETURNS AND REFUNDS

Broome Florist handles returns and refunds in accordance with the Australian Consumer Protection legislation. Any reasonable and legitimate dispute will be resolved by Broome Florist management in a timely manner.

Returns and refunds will be handled by Broome Florist management only and, where applicable, will be processed in 3-5 business days. Floral product sold on this website is subject to natural conditions, seasonality, local availability and is a perishable product. Any disputes relating to floral products will need to be communicated to Broome Florist within 24 hours of receipt.