

Terms & Conditions

1. OUR TERMS AND CONDITIONS

- 1.1. These terms and conditions apply between you the parent company HEALTH, LEISURE & LIFESTYLE PRODUCTS PTY LTD (HLLP) ABN 15 624 650 930 and sister company to HLLP, BACK TO SLEEP BALWYN PTY LTD ACN 166 295 683 T/AS BACK TO SLEEP BALWYN ABN: 93 166 295 683 whose place of business address is 313-315 Whitehorse Road, Balwyn Vic 3103 (herein referred to as “US”; “WE”; “OUR”; “SHOWROOM” or “back to sleep”).
- 1.2. These terms and conditions apply between “back to sleep” and you. The following document contains the terms and conditions that apply to the sale and supply of goods by “US” to you and form the terms of an agreement between you and “US”. They include important sales and product/s information relating to “OUR” goods and form the basis of any agreement between “US” should you wish to proceed with an order.
 - 1.2.1. Determination of Medical and Lifestyle product/s for ‘made-to-order’ product/s and delivery terms. Made to order Lifestyle product/s fall under the brand back to sleep only.
 - 1.2.2. Medical and non-back to sleep branded Lifestyle product/s are not made-to-order and will incur delivery charges in accordance with delivery location and product type.
- 1.3. To protect your interests, please read these terms and conditions carefully and make sure you understand them before proceeding with an order. If you are uncertain as to your rights under them or you want an explanation about them, please speak to “OUR” friendly team by calling “OUR” 1300 278 882 or send “US” an email to info@backtosleep.com.au. If you do not agree with any of these terms and conditions, do not proceed with your order.

2. AUSTRALIAN SALES AND DELIVERY ONLY

- 2.1. “WE” only sell Products within Australia and can only ship to a location where “WE” can provide a delivery service. “WE” do not make deliveries outside of Australia.
- 2.2. You must provide “US” with all the necessary information relating to the supply of the goods at the time of placing an order to enable “US” to perform the contract under these conditions.
- 2.3. While “WE” endeavour to ensure made-to-order product/s deliveries are without incident, it is a requirement, before delivery of your product/s, that access from the front door to the nominated room is without obstruction. It is your responsibility to measure access areas and the proposed location for the product/s before ordering. You must alert “US”, before delivery, of any concerns with access.
- 2.4. Before delivery, please ensure:
 - 2.4.1. the room in which your new product/s are to be set-up is clear of existing product/s
 - 2.4.2. an adult is present to provide access at the agreed delivery day & time. If for any reason delivery is unable to be completed due to access restrictions, etc. and these have not been communicated to “US”, “WE” will not take responsibility nor will “WE” take back stock or provide a refund based on items unable to be delivered, due to access issues. You are also responsible for any additional charges incurred because of a failed delivery due to access issues or for extra costs incurred by “US” for access. “WE” are not responsible for any damage caused to premises during delivery.
 - 2.4.3. The correct delivery address has been provided to “US” and should this not be the case; you will be responsible for any additional charges incurred as a result of delivery to and from the incorrect address along with re-delivery charges.
- 2.5. REMOVED
- 2.6. Due to Occupational Health & Safety (OH&S), mattress and base removal is not a service offered by “US”.

3. PAYMENT METHODS AND PROCESSING

- 3.1. “WE” accept cash, cheque, EFTPOS, direct debit, Visa and MasterCard.
- 3.2. If “WE” are unable to process payment for your order or if it is cancelled or rejected by a financial institution, then “WE” may cancel your order.
- 3.3. If you choose to pay by credit card, you authorise “US” to debit the amount that is payable for an accepted order from your nominated credit card
- 3.4. You must not pay, or attempt to pay, for Products through any fraudulent or unlawful means.
- 3.5. A tax invoice will be provided to you upon payment and is your proof of purchase.
- 3.6. Please note that “WE” are unable to accept credit cards issued by banks outside of Australia, and you may be required to provide further identification for additional security reference checks.

- 3.7. Made to order product/s will not be produced before receiving cleared funds. Additionally, the delivery of goods will not proceed until payment in full has been received.
- 3.8. Gift Cards redeemable on the purchase of Lifestyle product/s only. Gift cards, in conjunction with any other offers, can not be used within the Medical range; redeemable for cash or the purchase of any other product brands outside of those as mentioned earlier.

4. **SUBMISSIONS**

- 4.1. "WE" welcome your comments regarding "OUR" services, however, any comments, feedback, notes, messages, ideas, suggestions or other communications (collectively, 'comments') sent to "US" shall be and remain the exclusive property of "US" which you expressly agree that "WE" may use in any way under these terms and conditions.
- 4.2. Your submission of any such 'comments' shall constitute an assignment to "US" of all rights, titles and interests in all copyrights and other intellectual property rights. "WE" will be entitled to use, reproduce, disclose, publish and distribute any material you submit for any purpose whatsoever, without restriction and without compensating you in any way.
- 4.3. "WE," ask that you not send "US" any comments that you do not wish to assign to "US", including any confidential information or any original creative materials such as stories, product ideas, computer code or original artwork.

5. **DESCRIPTION OF GOODS**

- 5.1. All product descriptions provided by "US" are intended merely to present a general idea of "OUR" goods and services. If you require any further details, please speak to "OUR" friendly team on 1300 278 882 or email "US" at info@backtosleep.com.au, providing details of the additional information needed.
- 5.2. Any minor typographical, clerical or other error made on "OUR" invoice to you, in "OUR" price list or any brochures or any documentation issued by "US" shall be subject to correction without any liability on "OUR" part.
- 5.3. It is your responsibility to ensure that the goods match your requirements. You must ensure that before any purchase, you have made all relevant measurements to ensure that the goods will fit in their intended location and that they can be transported safely, to and from that location. "WE" will not in any way be held responsible shall your requirements differ from the product.
- 5.4. "WE" endeavour to accurately provide answers to questions about any goods you propose to purchase. "WE" however note, product choice includes personal preference. "WE" therefore highly recommend that you try the product/s before purchasing as comfort and feel-related issues will not constitute valid reasons for you to cancel your order or to seek a return or refund or to make any other claim against "US".
- 5.5. Please ensure that before your purchase you have viewed, examined, and felt the product/s which you propose to purchase in terms of feel, colour, size and other personal requirements. By agreeing to these terms and conditions you agree and acknowledge that you have made your enquiries and have taken the opportunity to examine in person at "SHOWROOM" or online at www.backtosleep.com.au, "OUR" display products to determine your preferred choices with your proposed purchase. "WE" will therefore not in any way be held responsible shall your requirements differ from the product you have selected. "WE" highly recommended that you choose carefully before purchasing.

6. **WARRANTIES**

- 6.1. The goods are securely packaged for delivery, to ensure they reach you in excellent condition. Subject to the conditions set out below, "WE" warrant that the products will correspond with their specification at the time of delivery and will be free from defects in quality, material workmanship and condition for the period stipulated on the individual product's warranty terms.
- 6.2. A defect means faulty workmanship or materials. Comfort related issues are not a defect or considered a warranty breach.
- 6.3. Statutory conditions and warranties apply. The benefits provided to you under any applicable manufacturer's warranty are in addition to other rights and remedies available to you under the law. Nothing in these terms and conditions, or on individual product warranties, excludes the application of those statutory conditions and warranties. For more information about your rights as a consumer, see the ACCC website at www.accc.gov.au or download a free copy of the consumer rights and guarantees at <http://www.accc.gov.au/consumers/consumer-rights-guarantees>

- 6.4. "WE" shall pass on any warranty provided to it by a manufacturer/supplier to its customers ("Warranty") for its product/s purchased in Australia. You should read the terms of the relevant product warranty before making your purchase. If you require a copy of the warranty, please ask "US" and "WE" shall endeavour to forward to you, a copy. "WE" abide by the terms and conditions set out in the manufacturer's warranty guidelines. The terms and conditions set out in the warranty or guarantee is the responsibility of the relevant product supplier and not "US". For further information about any product/s warranty guidelines, please email info@backtosleep.com.au.
- 6.5. Subject to these terms and conditions, and any requirements of the law, "WE" exclude all implied terms and warranties (excluded) whether statutory or otherwise, relating to the subject matter of these terms and conditions.
- 6.6. In the first 12-month period, from date of delivery, "WE" will bear any reasonable, necessary costs incurred in replacing or repairing goods that are faulty or not as described.
- 6.7. "WE" will not be liable for any loss of income, loss of profits, loss of contracts, loss of data or for any indirect or consequential loss or damage of any kind whatsoever arising and whether caused by tort (including negligence), breach of contract or otherwise.
- 6.8. "OUR" maximum aggregate liability for any product supplied to you whether, in contract, tort (including negligence) or otherwise shall in no circumstances exceed the amount payable by you to "US" in respect of the product/s in question.
- 6.9. Where any law implies into this agreement any term, and that law voids or prohibits provisions which exclude or modify the operation of such term, then the term is taken to be included in this agreement.
- 6.10. However, "OUR" liability for breach of any warranty or statutory consumer guarantee will be if permitted by law, limited to one of the following remedies (at "OUR" option):
- 6.10.1. in the case of goods: the replacement of the goods, the supply of equivalent goods, the repair of the goods; the payment of the cost of replacing the goods (or of acquiring equivalent goods), or the payment of the cost of having the goods repaired.
- 6.11. "OUR" liability to you for loss or damage of any kind arising out of this agreement or in connection with the relationship established by it is reduced to the extent (if any) that you cause or contribute to the loss or damage. This reduction applies whether "OUR" liability is in contract, tort (including negligence), under any statute or otherwise.
- 6.12. Nothing in these terms and conditions intended to limit or exclude any liability that cannot be excluded by law.
- 6.13. "OUR" goods come with guarantees that under the Australian Consumer Law, cannot be excluded. You are entitled to a replacement or refund ("OUR" choice) for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.
- 7. YOUR RIGHT TO CANCEL THE CONTRACT**
- 7.1. Please choose carefully as "WE" do not refund or exchange if you change your mind or make a wrong selection. "WE" recommend that you check any proposed orders in person. At the "SHOWROOM" or online at www.backtosleep.com.au. Whichever applies to you, before finalising your purchase of the product/s. If you cancel your order where:
- 7.1.1. the product/s are floor stock; clearance stock items; or
- 7.1.2. the manufacture of your product/s has commenced; or
- 7.1.3. you do not accept delivery of your product/s; or
- 7.1.4. have placed a deposit requiring "US" to hold stock items onsite; or
- 7.1.5. have placed a deposit and some of the product/s have been partially dispatched
- 7.2. You agree to pay a cancellation fee up to the entire purchase price of the product/s plus all costs and losses incurred by "US" associated with storage and handling fees, at "OUR" discretion. "WE" do not accept returns, refunds or exchanges on floor stock and clearance stock.
- 7.3. "WE" will not provide you with a refund or exchange simply because you have changed your mind, or the product/s did not meet your expectations. "back to sleep" will not be responsible for ensuring that the product/s are suitable for a particular purpose unless it is self-evident or accepted in writing by "US". Unless product/s are faulty, "WE" are unable to refund, exchange or credit your account. "WE" will not be liable to

provide any refund, returns, exchange or credit where you or other third parties have caused or contributed directly or indirectly to any damage to the product/s while they were in your possession or control.

- 7.4. You will be required to pay an amount to "US" which "WE" determine reasonably reflects the loss that "WE" will suffer because of the cancellation (including but not limited to storage fees and any markdown product/s). "WE" shall set off this amount against any sums of money already paid to "US" by the customer for the product/s and refund the balance. For any cancellation charges over and above what has already been paid to "US", the customer must pay such amounts to "US" within (7) business days of "OUR" communication request for payment.
- 7.5. Under exceptional circumstances and at the sole discretion of "back to sleep", "WE" may elect to accept a product return if it is in perfect and saleable condition. This does not apply to any custom made order. This will be subject to a restocking fee of 20% of the product purchase price.

8. **COMMUNICATION AND PRIVACY**

- 8.1. As a condition of purchase from "US" "WE" reserve the right to email and or sms product alerts and special offers that "WE" believe may be of interest to you.
- 8.2. "WE" respect your right not to receive these communications. If you advise "US" at the time of placing your order that you do not wish to receive these special offers and alert notifications, "WE" will disable that functionality for your account.
- 8.3. Communications will contain an option to opt-out.
- 8.4. "WE" assure you that once you have opted out, "WE" will immediately remove your name from the communication list and will no longer send you special offers and alerts, unless you choose to opt back in at a later date.
- 8.5. How "WE" generally collect, hold, use and disclose your personal information is set out in "OUR" Privacy Policy. "WE" may store, use, and disclose any personal information collected by "US" in connection with "OUR" product/s and services consistently with "OUR" Privacy Policy (available at <https://www.backtosleep.com.au/privacy-policy>).

9. **ENFORCEABILITY AND JURISDICTION**

- 9.1. Subject to these terms and the full extent permitted by law, these terms constitute the whole agreement between "US" and you for the purchase of the Products. If any part of these terms is found to be void, invalid or otherwise unenforceable, then that part will be deemed to be superseded by a valid, enforceable provision that matches the intent of the original provision as closely as possible. The remainder of these terms continues to be enforceable and valid.
- 9.2. "OUR" business is operated and controlled from Australia, and the terms and conditions and any agreement for the purchase of the goods are governed by and construed under the laws of Victoria Australia. Each party submits to the non-exclusive jurisdiction of the courts of that place.

10. **RISK OF LOSS AND TITLE IN PRODUCTS**

- 10.1. Risk in the product passes to you on the date and time of delivery to the delivery address, or upon pickup by you from the "SHOWROOM" or "OUR" warehouse facilities (if applicable).
- 10.2. "WE" shall not be liable for any delay in performing any of its obligations under these terms and conditions if such delay is caused by circumstances beyond the reasonable control of "US", and "WE" shall be entitled to a reasonable extension of time for the performance of such obligations.
- 10.3. Title in the product passes to you when the products have been delivered to you or picked up by you (if applicable), and payment for the products has cleared.

11. **QUERIES**

- 11.1. If you have any comments or questions regarding the Products and services, please speak to one of "OUR" customer service representatives. Alternatively, email info@backtosleep.com.au or contact head office on 1300 278 882. Please also visit "OUR" website www.backtosleep.com.au.

12. **REMOVED**

13. **REMOVED**

14. **Purchase Item Specific**

- 14.1. Delivery charges may apply to all orders.
- 14.2. If back to sleep incurs extra delivery charges as a result of customer action or inaction, these may be passed on to the client at our discretion.

- 14.3. Discrepancies with goods delivered (incorrect or damaged items supplied) should be advised within 7 working days.
- 14.4. Delivery fees are non-refundable.
- 14.5. back to sleep reserves the right to change without prior notice the source of any of its products.
- 14.6. Out-of-stock products will be placed on backorder and the customer will be advised.
- 14.7. Payment for the full order amount, inclusive of delivery, must be received before the order is processed.
- 14.8. Products on the back to sleep website are subject to modification consistent with changes in design, specifications, or other factors.
- 14.9. Prices are subject to change without notice.
- 14.10. All pricing is in Australian Dollars and inclusive of GST unless otherwise stated.
- 14.11. REMOVED
- 14.12. To cancel an order that has not been processed or to request a product return, please contact us on 1300 278 882 within 7 working days from the receipt of goods.
- 14.13. Non-stock items or custom-made or modified items specifically ordered in are not returnable or refundable.
- 14.14. REMOVED
- 14.15. Freight for product returns is the responsibility of the customer unless the product return is faulty or due to an error by back to sleep.
- 14.16. We are unable to accept returns or exchanges for hygiene products (e.g., continence products), pillows, mattresses, sheets etc, unless faulty on receipt of delivery, and at our discretion.
- 14.17. back to sleep must agree to a credit request prior to the return of items. If agreed, Customer Service will issue you a Returns Authorisation (RA) number. Write the RA number on the outside of your return shipment. Do not write the information on the original product packaging. Please use the Return Form which will be provided to you when the RA is issued.
- 14.18. A copy of the receipt must be provided with the returned goods when claiming under a warranty. Warranty cannot be claimed for dents, scratches or blemishes which occur after the purchase date.
- 14.19. A replacement or refund will only be given once the faulty item has been received and tested.
- 14.20. We do not provide refunds or exchanges for incorrectly ordered goods that have been delivered.
- 14.21. A manufacturer's warranty applies to products when used in accordance with the user instructions and when the product has been properly maintained.
- 14.22. Warranty does not cover negligence, unauthorised repairs or alterations, improper installation, or accident.
- 15. Hire Item Specific**
- 15.1. The hire period commences on the day equipment is received by the client. Delivery will be confirmed by signature of client or representative of client.
- 15.2. Unless otherwise specified, hire equipment is payable ONLY by credit card. No deposit is required.
- 15.3. Hire fees are payable in advance. An initial charge of 2 weeks plus delivery fees will be deducted from a nominated credit card prior to delivery of hired equipment.
- 15.4. All hires are for a minimum of 2 weeks. Hire prices are quoted and invoiced on a weekly basis and in increments of one (1) week unless otherwise stated. back to sleep reserves the right not to extend a hire period.
- 15.5. Delivery charges apply to all equipment delivered by back to sleep or a representative of back to sleep and are inclusive of GST.
- 15.6. Client is to give notice of minimum of one business day to back to sleep for collection of equipment. "WE" cannot guarantee pickup can occur when requested.
- 15.7. Client requests for specific booking times for delivery/collection will incur an additional fee.
- 15.8. Care & Responsibility: The Hirer shall take proper care (reasonable wear and tear accepted) of the equipment.
- 15.9. A cleaning fee may be required, but will be the quoted at the time of the hire agreement
- 15.10. Inspection of Equipment on Return:
 - 15.10.1. Hired equipment is supplied free of defect and in good condition.
 - 15.10.2. Hire equipment will be inspected upon its return.
 - 15.10.3. The Hirer is responsible for the cost of rectifying any damage to hired equipment that falls outside of 'normal wear and tear' in the process of use (including if there is excessive cleaning required). The cost of such rectification to hired equipment will be the lesser of either the repair cost or replacement cost of such

equipment, regardless of the age of the damaged equipment at the time. back to sleep retains the right to recover such costs from the Hirer.

- 15.11. Any charges by back to sleep will be payable by the Hirer on receipt of a valid tax invoice from back to sleep.
- 15.12. All repairs are to be conducted by back to sleep staff or a representative of back to sleep ONLY.
- 15.13. All equipment is checked and sanitised prior to delivery.
- 15.14. Equipment must not be relocated from the place of delivery without prior consent from back to sleep.
- 15.15. All hire equipment remains the property of back to sleep.
- 15.16. The Hirer shall not sell, transfer, assign, mortgage, pledge, sub-let, lend or otherwise deal with the Equipment without the prior written consent of back to sleep
- 15.17. Lost equipment: If the hired equipment is lost or stolen then back to sleep will charge the Hirer the replacement value of the hired item or nearest like item. Replacement value shall be reasonably determined by back to sleep.
- 15.18. back to sleep may end the hire agreement:
 - 15.18.1. if payment is not received by due date
 - 15.18.2. if equipment has been damaged/misused
 - 15.18.3. at the discretion of back to sleep.
- 15.19. It is the client's responsibility to notify back to sleep of any changes to address, contact details or banking details.
- 15.20. back to sleep does not offer any insurance on hire equipment.
- 15.21. The cancellation of hire must be given minimum 48 hours prior to the Hire Start Date. Should a cancellation notice be given in less than 48 hours a cancellation fee may apply.
- 15.22. In the event of any injury or damages caused or sustained by the use of equipment hired or purchased from back to sleep, the client agrees to waive all liability and accept responsibility.
- 15.23. Indemnity: The Hirer shall indemnify back to sleep (not hold back to sleep liable) against any loss or damage which may arise in respect of the equipment or its use by the Hirer or any other person whilst the equipment is the responsibility of the hirer.
- 15.24. back to sleep Warranty: The Hirer has the benefit of conditions and warranties and other rights implied by law, which cannot be excluded by agreement. Nothing in this agreement shall be taken to limit in any way the benefit of those conditions, warranties and rights.
- 15.25. Hirer Authority: The Hirer warrants that he/she is authorised to make this agreement on behalf of all persons who possess, use or operate the Equipment during the period until the Equipment is returned.
- 15.26. Purchase of Hired Items: Items may be available for purchase. If a purchase is requested on a hired item and back to sleep approves the sale, the purchase price shall be the greater of:
 - 15.26.1. The RRP less 50% of what has been paid in rental fees; or
 - 15.26.2. 50% of the RRP of the item
 - 15.26.3. If the model is no longer for sale, then 50% of the RRP of the item when it was last sold

16. Take Home Instalment Package (THIP)

- 16.1. Monthly Instalments, maximum of 6 months term, unless otherwise stipulated by back to sleep
- 16.2. Client chooses new Bed
- 16.3. Flat \$400 administration fee
- 16.4. Must use approved mattress protector at all times
- 16.5. Ownership transfers only when fully paid. Should funding stop, Back To Sleep would retain ownership of the bed, with the amounts paid considered the hire fee, unless the remaining outstanding amounts are paid in full, in which case they would take ownership of the bed. This covers Back To Sleep's risk for the purchase, premature return, cleaning and delivery expenses as a result of the incomplete transaction

17. NDIS Funded Clients

- 17.1. Funding confirmation/approval is required prior to processing any orders
- 17.2. Self-Managed Participants: credit card details are required (Visa or Mastercard)
- 17.3. Plan Managed Participants: written confirmation from the plan manager stating the participant has sufficient funds in their plan to cover hire and delivery charges, and billing details
- 17.4. NDIA Managed Participants: NDIS to approve quote for required stated supports and create a Service Booking. For non-quote required stated supports back to sleep can create a Service Booking