

**THE TREE SHOP / THE GARDEN SHOP St. Kilda  
TERMS AND CONDITIONS**

Business hours 7 Days: 9 am – 5 pm

**Terms of Trade**

**Customer Transaction:** The Tree Shop / The Garden Shop St. Kilda trade under the standard consumer affairs rulings on retail sales.

All stock is true to name and of good health at the time of pick up or delivery

**Trading Terms:** We offer standard cash and carry sales, as well as deposits, lay-buys and stock holds.

**The Tree Shop accepts the following forms of payment.**

Cash, Visa card, Master Card, PayPal and direct bank deposit.

**ALL STOCK MUST BE PAID IN FULL BEFORE IT IS TAKEN FROM ANY SITE**

**Prices:** All prices shown are subject to change at any time

**Delivery:** The Tree Shop / The Garden shop St. Kilda can organize delivery of your items to a Metropolitan Melbourne address at a reasonable cost to the customer, prices may vary depending on the order size and delivery location. Please ensure that there is a point of contact at the delivery site. Upon delivery all responsibility for the stock shall pass to the purchaser. Deliveries can be organized outside the metro area. Prices are on application and will be passed onto the customer. Delivery is to the closest boundary to the roadside. Trees in 60cm pots or larger, that require lifting from the truck to the road, are the **CUSTOMER'S RESPONSIBILITY**.

**Refunds Policy: WE DO NOT OFFER REFUNDS OR RETURNS.** Please choose your stock carefully. If you would like to return an item, it is at our discretion to accept the item back and offer a credit note for the value of the item.

If the stock purchased does not meet the criteria of its purpose, a claim must be lodged immediately following receipt. The Tree Shop / The Garden Shop St. Kilda will, at their discretion, replace the stock or refund the purchase price. We will not be liable if you have failed to follow instructions, modified the goods or used them for an unintended purpose. No liability is accepted beyond the delivery of stock.

Plants are affected by numerous conditions beyond the control of The Tree Shop / The Garden Shop St. Kilda. Including but not restricted to, watering, soil preparation, drainage, planting, handling procedures, mulching, insect damage, site suitability and weather. Therefore, no guarantee can be offered in respect of plant growth or description and responsibility and liability for stock ends when it is taken, received and delivered to the purchaser. We exclude liability for indirect or consequential loss.

**Claims:** Claims due to damages in transit must be directed to the carrier upon delivery. No claim will be considered unless lodged within 3 days of the receipt of stock. These conditions are governed by laws of the State of Victoria, Australia. You submit to the non-exclusive jurisdiction of the courts of that State. The Tree Shop / The Garden Shop St. Kilda warrants that all stock is fit for its usual purpose, is merchantable and meets any description we have provided. All other warranties and representations, except those which are non-excludable in law, are excluded.

**Internet Sales:**

We do our best to make sure that all products listed on our website are currently in stock and that the pricing is correct.; in the event that an ordered item is not available or we are unable to fulfil your order we will notify you within 2 business days to arrange an agreeable alternative item, a backorder or a full refund. The products offered on our website are subject to availability and may be withdrawn at any time. We reserve the right to refuse to accept an order request in whole or in part. Due to plants being a live product, it may sometimes be necessary to offer you a substitute, if specific varieties are not in stock on the required delivery day. We ensure every effort is made to supply your chosen items. We will send you e-mail confirmation of our acceptance of the order.

We accept Mastercard Visa and Pay(al. Your credit card details are encrypted before transmission. We also accept bank deposits and will deliver goods once payment has been accepted.

**Privacy Policy:**

The Tree Shop / The Garden Shop St. Kilda is dedicated to keeping your details private. Any information we collect in

relation to you is kept strictly secured. We do not pass on, sell or swap any of your personal details with anyone. We use this information to identify your orders, provide you with our monthly newsletter and to personalize your shopping experience with us. The Tree Shop / The Garden Shop St. Kilda uses cookies to allow you to login to your account, maintain a shopping cart and to purchase items in your shopping cart. Cookies sent to your computer from The Tree Shop / The Garden Shop St. Kilda only last while you're browsing our website. We do not store persistent cookies on your computer. Cookies also allow us to give you a more personalized shopping experience by displaying products that interest you throughout our product pages, thus providing you with a more friendly, interesting and enjoyable shopping experience.

Whenever you use our website, or any other web site, the computer on which the web pages are stored (the Web server) needs to know the network address of your computer so that it can send the requested web pages to your Internet browser. The unique network address of your computer is called its "IP address," and is sent automatically each time you access any Internet site. From a computer's IP address, it is possible to determine the general geographic location of that computer but otherwise it is anonymous.

We do not keep a record of the IP addresses from which users access our site except where you have specifically provided us with information about yourself, in which case we also record your IP address for security purposes. An example of this would be when proceeding to a checkout to finalize an order you may wish to make. After completing the form provided, your IP address will be stored along with a transaction number that allows us to track your order.

**Security Policy:**

When purchasing from The Tree Shop / The Garden Shop St. Kilda your financial details are passed through a secure server using the latest 128-bit SSL (secure sockets layer) encryption technology. 128-bit SSL encryption is the current industry standard. If you have any questions regarding our security policy, please contact us at [sales@thetreeshop.com.au](mailto:sales@thetreeshop.com.au).

**Delivery**

Standard delivery timeframes are between 3-10 business days A delivery is interpreted as an attempted delivery by us. We do not accept liability for delay in the event there is no-one to receive the delivery at the delivery address. Our orders are delivered by a third-party courier. You are responsible for correctly entering details of the delivery address.

**General.**

These terms and conditions constitute the entire agreement and understanding of the parties and supersedes any previous agreement between the parties.

These terms and conditions shall be governed by Australian law and the parties hereby agree to submit themselves to the exclusive jurisdiction of the Australian Courts.