

Terms & Conditions

By using our website, you are accepting the following Terms and Conditions in their entirety you represent and acknowledge that you are over 18 years of age. If you are purchasing items through our website, you agree that these Terms apply to each order you place. If you are entering into these Terms on behalf of another entity, you do so represent that you have the authority to bind that entity to these Terms. If you do not have the authority or do not agree to these Terms, you are not permitted to use the Website or services. The Terms may be updated by us from time to time. If we make any material changes to the Terms, we will update these Terms & Conditions here on this website. Your continued use of the services and Website will amount to acceptance of any updated Terms.

Using the Website:

- You are 18 years old or above and you have read and understood them and agree to be bound by these Terms.
- All our users are responsible and legally liable for their activity, behaviour, use of and conduct on the Ellis Outdoor Living website.

Online Orders:

- Risk and liability in goods pass to you at the time of pickup or delivery of the Goods to your nominated address.
- **We use systems that use encryption to keep your personal information secure throughout the payment process. We do not store your credit card or bank information. We will not be liable for any damages or losses caused if a member's card is used fraudulently.**

All online purchases are subject to our Refund Policy.

Warranties

- Consumer: The following only applies if you are a "Consumer" as defined in Section (3) of the Australian Consumer Law. It may not apply in your case.
- Consumer Guarantees: Our Goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other foreseeable loss or damage.

Privacy:

For you to receive the full benefit of our goods and services, we will need to collect and use your personal information. Our policy regarding the collection, handling and use of personal information is set out in our Privacy Policy which you accept by using the Website.

Disclaimers:

- Neither Ellis Outdoor Living nor its partners, representatives and associated agents are liable to you or any third party for any loss in connection with the use of the Website. This general disclaimer is not restricted or modified by any of the following specific warnings and disclaimers.
- You use the Website at your own risk.

Neither Ellis Outdoor Living nor its related companies represent or warrant:

- that your use of the Ellis Outdoor Living website will meet your requirements.
- that your use will be uninterrupted, timely, secure, or free from error.
- the accuracy of any information obtained by you because of your use of the Ellis Outdoor Living website, and
- that defects in the operation or functionality of any part of the Ellis Outdoor Living website will be corrected.
- Errors and omissions that may occur and may void effected transactions.

Any material downloaded or otherwise obtained using the services is done at your own discretion and risk and that you will be solely responsible for any damage to your computer system or other device or loss of data that result from the download of any such material.

Ellis Outdoor Living excludes all warranties and conditions of any kind whether express or implied to the fullest extent permitted by law.

Choice of Law/Forum: These Terms are governed by and construed in accordance with the laws of the State of Victoria, Australia.

Enquiries:

For all enquiries related to your order, including delivery or product support matters please contact the Ellis Outdoor Team at the purchase location or if online, by email to enquiry@ellisoutdoor.com.au