

WEBSITE TERMS AND CONDITIONS OF USE

1. About the Website

- a. Welcome to Kingdomes.com.au (the 'Website'). The Website provides you with an opportunity to browse and purchase various products that have been listed for sale through the Website (the 'Products'). The Website provides this service by way of granting you access to the content on the Website (the 'Purchase Services').
- b. The Website is operated by KINGDOMES LEISURE PTY LTD (ABN 55644423058) (ACN 644423058). Access to and use of the Website, or any of its associated Products or Services, is provided by KINGDOMES LEISURE PTY LTD. Please read these terms and conditions (the 'Terms') carefully. By using, browsing and/or reading the Website, this signifies that you have read, understood and agree to be bound by the Terms. If you do not agree with the Terms, you must cease usage of the Website, or any of the Services, immediately.
- c. KINGDOMES LEISURE PTY LTD reserves the right to review and change any of the Terms by updating this page at its sole discretion. When KINGDOMES LEISURE PTY LTD updates the Terms, it will use reasonable endeavours to provide you with notice of updates to the Terms. Any changes to the Terms take immediate effect from the date of their publication. Before you continue, we recommend you keep a copy of the Terms for your records.

2. Acceptance of the Terms

- a. You accept the Terms by remaining on the Website. You may also accept the Terms by clicking to accept or agree to the Terms where this option is made available to you by KINGDOMES LEISURE PTY LTD in the user interface.

3. Registration to use the Purchase Services

- a. In order to access the Purchase Services, you must first register as a user of the Website. As part of the registration process, or as part of your continued use of the Purchase Services, you may be required to provide personal information about yourself (such as identification or contact details), including:
 - i. Email address
 - ii. Mailing address
 - iii. Telephone number
 - iv. First and Last name
- b. You warrant that any information you give to KINGDOMES LEISURE PTY LTD in the course of completing the registration process will always be accurate, correct and up to date.
- c. Once you have completed the registration process, you will be a registered member of the Website ('Member') and agree to be bound by the Terms. As a Member you will be granted immediate access to the Purchase Services.
- d. You may not use the Purchase Services and may not accept the Terms if:
- e. You are not of legal age to form a binding contract with KINGDOMES LEISURE PTY LTD; or
- f. you are a person barred from receiving the Purchase Services under the laws of Australia or other countries including the country in which you are resident or from which you use the Purchase Services.

4. Your obligations as a Member

- a. As a Member, you agree to comply with the following: You will use the Purchase Services only for purposes that are permitted by:
 - i. the Terms;
 - ii. any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdictions;
 - iii. you have the sole responsibility for protecting the confidentiality of your password and/or email address. Use of your password by any other person may result in the immediate cancellation of the Purchase Services;
 - iv. any use of your registration information by any other person, or third parties, is strictly prohibited. You agree to immediately notify KINGDOMES LEISURE PTY LTD of any unauthorised use of your password or email address or any breach of security of which you have become aware;

- v. access and use of the Website is limited, non-transferable and allows for the sole use of the Website by you for the purposes of KINGDOMES LEISURE PTY LTD providing the Purchase Services;
- vi. you will not use the Purchase Services or Website for any illegal and/or unauthorised use which includes collecting email addresses of Members by electronic or other means for the purpose of sending unsolicited email or unauthorised framing of or linking to the Website;
- vii. you agree that commercial advertisements, affiliate links, and other forms of solicitation may be removed from the Website without notice and may result in termination of the Purchase Services. Appropriate legal action will be taken by KINGDOMES LEISURE PTY LTD for any illegal or unauthorised use of the Website; and
- viii. you acknowledge and agree that any automated use of the Website or its Purchase Services is prohibited.

Purchase of Products

1. Purchasing of products

- a. In using the Purchase Services to purchase the Product through the Website, you will agree to the payment of the purchase price listed on the Website for the Product (the 'Purchase Price').
- b. Payment of the Purchase Price may be made through 'Square' 'PayPal' 'Afterpay' 'LayBuy' or your banking institution (the 'Payment Gateway Provider'). In using the Purchase Services, you warrant that you have familiarised yourself with, and agree to be bound by, the applicable Terms and Conditions of Use, Privacy Policy and other relevant legal documentation provided by the Payment Gateway Providers.
- c. Following payment of the Purchase Price being confirmed by KINGDOMES LEISURE PTY LTD, you will be issued with a receipt to confirm that the payment has been received and KINGDOMES LEISURE PTY LTD may record your purchase details for future use.

2. Pricing

- a. All prices shown are in Australian Dollars (AUD\$). Prices may change from time to time without notice but all orders (including deposits) will be fulfilled at the price listed at the time the order is placed.
- b. If you wish to order multiple structures, please contact us as there may be a discount available for bulk purchases, at KINGDOMES LEISURE PTY LTD's discretion.
- c. With enough prior notice we can also provide promotional opportunities.

3. Delivery

- a. You acknowledge that the Purchase Services offered by KINGDOMES LEISURE PTY LTD integrate delivery (the 'Delivery Services') through the use of third party delivery companies (the 'Delivery Service Providers').
- b. In providing the Purchase Services, KINGDOMES LEISURE PTY LTD may provide you with a variety of delivery and insurance options offered as part of the Delivery Services by the Delivery Service Providers. You acknowledge and agree that KINGDOMES LEISURE PTY LTD is not the provider of these delivery and insurance options and merely facilitates your interaction with the Delivery Service Providers in respect to providing the Delivery Services.
- c. In the event that an item is lost or damaged in the course of the Delivery Services, KINGDOMES LEISURE PTY LTD asks that you:
 - i. contact the Delivery Service Provider directly to request a refund or to claim on any insurance options available; and
 - ii. contact us by sending an email to info@Kingdomes.com.au outlining in what way the Products were damaged in transit so we are able to

Returns and Refund Policy

1. Returns and Refunds

- a. Returns and refunds will be processed in accordance with the Australian Consumer Law.
- b. It is your responsibility to inspect your Products on delivery. Should your Products be defective upon receipt, KINGDOMES LEISURE PTY LTD will offer a full refund, replacement or repair of the Products in accordance with its obligations under the Australian Consumer Law.
- c. Except as required by the Australian Consumer Law, we will only facilitate a refund if we are unable to facilitate the processing of an Order or if we determine, in our discretion, that it is reasonable to do so.
- d. If for any reason we owe you a refund, we will notify you via e-mail of your refund. You can expect a refund in the same form of payment originally used for purchase within approximately three (3) weeks of receiving our email, or if Products are to be returned to us, within three (3) weeks of us receiving the returned Product. (We will always aim to process the refund as soon as possible).

2. Cool Off Period and Returns

- a. KINGDOMES LEISURE PTY LTD provides a 14 day 'cool off period' from date of purchase. Once the cool off period has ended then the order will be placed. Should you choose to change your mind for any reason within this 14 day cool off period, then a full refund will be issued to the Payment Gateway Provider that was used to make the purchase.
- b. After the 14 day cool off period but before 28 days since date of purchase, should you choose to change your mind for any reason, then 70% of the purchase price will be refunded to the Payment Gateway Provider that was used to make the purchase.
- c. Should you choose to change your mind after 28 days from date of purchase then no refunds will be issued.

3. Waiving of Cool Off Period

- a. Should you choose to waive the cool off period, then the order will be placed from date of purchase. If you choose to change your mind within 14 days from date of purchase then 70% of the purchase price will be refunded to the Payment Gateway Provider that was used to make the purchase.
- b. Should you choose to change your mind after 14 days from date of purchase then no refunds will be issued.

AUSTRALIAN CONSUMER LAW AS TO DEFECTS AND WARRANTY

1. Australian Consumer Law.

- a. Our Products come with guarantees which cannot be excluded under Australian Consumer Law. You are entitled to a refund or a replacement for a major failure. You are entitled to have the Products repaired or replaced if the Products fail to be of acceptable quality and the failure does not amount to a major failure.
- b. All returns of Products ordered on our Website are subject to our **Returns and Refunds Policy** which are incorporated in and form part of these Terms. Please first read the terms of our **Returns and Refunds Policy** carefully before contacting KINGDOMES LEISURE PTY LTD as they govern your eligibility for repairs, replacements and refunds.
- c. Please be aware that the Australian Consumer Law does not give you the right to return the Product simply because you change your mind about wanting to buy the Product or for "buyers' remorse". If you decide after ordering or receiving the Product that you do not want it and wish to dispose of it and it falls outside our **Returns and Refunds Policy**, then it is your responsibility to find a buyer or another recipient for the Product. We may, at our discretion, assist you with the selling of your dome at a predetermined commission. It will also be your responsibility to source and pay for the freight to the new buyer's location.

2. Warranty

- a. KINGDOMES LEISURE PTY LTD offers a limited warranty for all components ('**Components**') of Products as described below which are found to be faulty for 5 (Five) years (the '**Warranty Period**') from the date that you receive the Products (the '**Warranty**'). In these Terms, Components mean the structure's framing (including the hardware used to erect the structure such as nuts and bolts), the PVC cover and all non-powered accessories.
- b. All current and future powered accessories that KINGDOMES LEISURE PTY LTD sell will offer a limited warranty of 1 (One) year from the date that you receive the product.
- c. All Components of the dome or related products are covered by this Warranty against defects during the Warranty Period. If you have a claim for damage please provide us with:
 - i. photos of the problem and photos of where the structure is set up including the foundations/ground it was built on and the deck/concrete slab or equivalent it has been bolted to including photos of the anchor points to which the dome is attached to;
 - ii. a written explanation as to what the issue is and how it occurred; and
 - iii. the exact dates and rough time the damage occurred.
- d. If we agree to replace or repair the problem Components, we will supply replacement Components as soon as we are able to do so, (We may need to source these from an overseas manufacturer) and pay reasonable charges for the repair or installing the replacement part if that is required to fix the problem. If the problem is very serious, we may arrange to have a replacement Product issued at our discretion. We require all faulty Products to be returned to us for inspection, at our cost.
- e. The Warranty does not cover damage done by inappropriate or unlawful use of the Product as described in Section 3 below ("WARRANTY LIMITATIONS AND EXCLUSIONS") and Section 4 ("LIMITATIONS OF LIABILITY") set out below. The Warranty may not apply if the Product has been altered or modified in a way which we believe might affect the performance of original Components.
- f. KINGDOMES LEISURE PTY LTD reserves the right to change Products and designs without incurring any obligations to incorporate such changes into already completed Products, or those in the hands of dealers or consumers. Products repaired or replaced under this Warranty may or may not incorporate these changes.
- g. This Warranty is provided by KINGDOMES LEISURE PTY LTD (ABN 55644423058, ACN 644423058) of **36 Mudies Rd St Ives, NSW 2075, Australia**. In the event of any need to contact us about this Warranty, please email us at info@Kingdomes.com.au.
- h. Returns will only be accepted in original condition (preferably in original packaging). Components that have been modified or excessively handled will not be accepted as a return.
- i. The Warranty shall be the sole and exclusive warranty granted by KINGDOMES LEISURE PTY LTD and shall be the sole and exclusive remedy available to you in addition to other rights and under a law in relation to the Components to which this Warranty relates.
- j. The Warranty does not apply to any appearance of the supplied Components nor to any supplied Components where the exterior of which has been damaged or defaced, which has been subjected to misuse, abnormal service or handling, or which has been altered or modified in design or construction.

3. WARRANTY LIMITATIONS AND EXCLUSION

- a. KINGDOMES LEISURE PTY LTD does not offer any sort of express warranty apart from any warranty that is expressed throughout this document as well as that of Australian Law.
- b. This Warranty does not apply to any defect in the Components arising from:
 - i. fair wear and tear
 - ii. incorrect assembly or not installed or maintained in accordance with accompanying documentation
 - iii. inadequate storage (i.e. outside, in direct sunlight or in a damp or wet storage room)
 - iv. inappropriate cleaning (warm, soapy water ONLY as harsh chemicals may weaken the integrity of the cover)
 - v. misuse
 - vi. lack of maintenance
 - vii. the Component has been modified in any way
 - viii. Component used in a manner or purpose for which the Component was not intended
 - ix. damage to Components due to events out of our control including Force Majeure once the Components are delivered to you.

- x. Other external factors such as "acts of God" i.e. high winds causing a branch to rip through the cover or floods, bushfires etc.
- c. Returns will only be accepted in original condition and preferably should be in the original packaging. Components that have been modified or excessively handled will not be accepted as a return.
- d. Where the Warranty Claim is accepted then KINGDOMES LEISURE PTY LTD will, at its sole discretion, either repair or replace any defective Components or part thereof with a new or remanufactured equivalent during the Warranty Period at no charge to you for parts or labour. KINGDOMES LEISURE PTY LTD will be responsible for the return postage or shipping costs to facilitate your Warranty Claim Australia wide.
- e. All implied warranties including the warranties of merchantability and fitness for use are limited to the Warranty Period.
- f. The Warranty does not apply to any appearance of the supplied Products nor to any supplied Components where the exterior of which has been damaged or defaced, which has been subjected to misuse, abnormal service or handling, or which has been altered or modified in design or construction.
- g. KINGDOMES LEISURE PTY LTD only provides the standard warranties provided in these Terms and to the maximum extent permitted by law, KINGDOMES LEISURE PTY LTD does not give any other express warranty or representation of any kind in relation to any Components supplied under these Terms.

4. LIMITATION OF LIABILITY

- a. You agree that the Products are provided "as is" and specific results cannot be guaranteed. It is your sole responsibility to determine that the Product meets your needs or is otherwise suitable for the purposes for which it is used.
- b. KINGDOMES LEISURE PTY LTD's maximum liability extends to the repair or replacement of the defective Product, or where required by law, a full refund up to the maximum purchase price.
- c. Notwithstanding any other terms of this Warranty, the total aggregate liability of KINGDOMES LEISURE PTY LTD for any loss whatsoever shall be limited to the purchaser's price of the affected Product(s).
- d. Notwithstanding any other term of this Warranty, in no event shall KINGDOMES LEISURE PTY LTD be liable for loss of profits, revenues, product, contract, market or data or for any indirect, consequential, incidental, special or other similar damages.
- e. For the avoidance of doubt the limitation and exclusion of liability stated above shall apply to liability on any legal or equitable basis including liability arising out of any breach of this contract or obligations under this contract, for breach of warranty, tort (including negligence), by way of indemnity, by statute (to the extent permitted by law), or any other legal theory.

5. AVAILABILITY

- a. Unless stated otherwise, KINGDOMES LEISURE PTY LTD supplies its products on a "per order" basis. To ensure each client receives the components specific to their requirements, both parties must reach an agreement as to how you would like your structure's configuration to be laid out. Once this process has been completed then the order will be placed (in concordance with our Returns and Refund policy).
- b. KINGDOMES LEISURE PTY LTD may hold stock from time to time which will be in the form of pre-made templates. These options will not be made customisable and as such will be subject to availability. All Products advertised for sale are subject to availability. Our Website will normally ensure that the "out of stock" sign goes up as soon as we sell out of individual Products.
- c. As our main focus is providing customisable dome structures, we do not tend to hold much stock. We will advertise any current stock that we do have on our website (www.Kingdomes.com.au). In the rare event that we are unable to supply pre-made template Products displayed on the Website as available, perhaps due to an error in our warehouse stock count or other circumstances outside of our control, we will contact you as soon as possible. Where for any reason, Products are not available, we may propose to provide you with similar Products of similar quality and price or give the option of a customisable dome at the same advertised price. The choice is yours. If you do not wish to accept a substitute Product, we will return any funds paid as soon as possible. If for any other reason we cannot accept your order, we will also refund your payment as soon as possible.

6. SPECIFICATIONS

- a. Occasionally, Product specifications from the manufacturer may change in a very minor way without prior notice. However, any significant changes will be notified on our Website.
- b. All colours, sizes, weights and measurements shown on the Website are approximate but every effort is made to ensure that they are as close as possible to what is shown.
- c. Fading will occur, particularly in coloured models of our structures due to the high UV penetration in Australia.

7. SHIPPING

- a. Shipping costs will vary according to the delivery address, weight and size of the Products ordered, and the method of shipping preferred or nominated by the buyer. Due to the nature and size of Australia, we contract out our freight to companies that are able to deliver our products safely and efficiently around the country. We strive to select Shipping companies that are well known carriers for both cost and service quality, although they sometimes sub-contract the last stages of distant deliveries to local carriers. Their charges are passed directly on to our customers.
- b. We cannot specify when our products will be dispatched but we give a maximum lead time of 12 (twelve) weeks from date of purchase or end of cool off period for our products to arrive. This lead time includes the manufacturing time of your customisable dome/s We will send you by email the estimated time of arrival ('**ETA**') and tracking details from the carrier as soon as Products are dispatched, but we cannot guarantee ETA or tracking details as the accuracy of these is in the hands of the carrier. Sometimes shipments are briefly delayed in transit despite best endeavours by all parties, especially in rural communities.
- c. In the rare event that the lead time may take longer than 12 (twelve) weeks, we will notify you via email and phone as soon as we are made aware so that both parties can come to a conclusion as to how we can settle the matter. Options can include but are not limited to, issuing a refund, providing a discount, store credit or waiving the shipping fee. This will be at the discretion of KINGDOMES LEISURE PTY LTD in concordance with Australian Law.
- d. We may offer free shipping periodically for set periods of time. When this is the case, we may extend our lead time to a maximum of 16 weeks to cater for an influx of orders. We will notify you if this is the case which you can revise within the cool off period. Once the cool off period has ended or the cool off period has been waived then we will take this as you agreeing to our terms and conditions and will place your order.
- e. Your structure will arrive either on a pallet or in a crate (depending on sizes and accessories which serve only as packaging and is not a part of your purchase). It is possible that these will be soiled or damaged in transit, we do not replace or repair this outer packaging.

8. DAMAGE IN TRANSIT

- a. If you take delivery of your Kingdomes package and the contents have been damaged in transit, you should notify KINGDOMES LEISURE PTY LTD immediately by email with photos and a short description of the damage. We may offer/ issue a full refund once the package is returned to us for inspection, including the normal cost of return shipment. Alternatively, we can pay for repairs if the damage is minor and we agree to handle it that way.

9. REFUND OF DEPOSITS DUE TO DELAYS

- a. A full refund of a deposit will only be made if KINGDOMES LEISURE PTY LTD fails to deliver a Product within the time period quoted at the time of the order. No deposit refunds will be offered under any other circumstances. If a factory shipment to our fulfilment centre is delayed, we may ask you to accept a later delivery from us, but that is your choice. If you do not agree to a later delivery, we will refund your deposit in full.

10. RESPONSIBLE USE OF OUR STRUCTURES and RELATED PRODUCTS

- a. Please note that the conditions listed below are not intended to limit any consumer rights under Australian Consumer Law. These conditions refer to what we consider to be inappropriate use of our structures or other Products or outside the intended purpose of these Products.
- b. Because we have no control over how our structures and other Products are used, we cannot be held responsible for injuries to users or damages to the structure where this is caused by adverse weather (high winds, snow, fire and flooding) other than what we have stated our structures are able to withstand or by unwanted animals, wildlife or other pests entering the structure or by acts of God. Users need to exercise care in selecting a site and in using the Products.
- c. In relation to weather damage, KINGDOMES LEISURE PTY LTD cannot be held responsible for injury to users or damage to our structures or their contents for structures left up in inappropriate weather conditions such as high winds or in low lying areas subject to potential flooding, bush fires or by falling trees/branches or falling power lines.

This also accounts for any decisions that your local/state governing authority (i.e. council) has deemed unsuitable for our structures both in the planning phase as well as from zoning restrictions. Please heed weather warnings!

- d. KINGDOMES LEISURE PTY LTD is not responsible for mould and will not take returns or offer refunds in these circumstances. Mould is an environmental issue and, though PVC typically does not mould, if left alone for long periods of time without general maintenance/cleaning then mould can occur. This is not a manufacturing issue. It is up to the owner to prevent and treat mould if it occurs.

11. STOVES and COOKING

- a. If appliances such as stoves or other cooking or heating devices or other appliances are operated within the structures, that use is completely at the users own risk. KINGDOMES LEISURE PTY LTD cannot be held liable or responsible for any injury or damage caused by the operating of any fuel or electrical appliances within the structure or nearby. Contact your local regulator for applicable fire rules and safety recommendations.

12. IF OUR PRODUCTS ARE USED BY MEMBERS OF THE PUBLIC

- a. If our Products are used for hire to the public, for other commercial purposes, for hospitality or for any other purpose by person who was not the buyer of the Products and you find a fault which causes you to issue refunds to your own customers, or paying damages to other people due to injury or any other reason, KINGDOMES LEISURE PTY LTD will not be responsible for reimbursing those losses. Likewise, should you experience damage to reputation or loss of business through product fault or any other reason, KINGDOMES LEISURE PTY LTD shall not be held responsible for any costs incurred or profits lost.
- b. In certain circumstances, entirely at our discretion, we may offer to replace Products or make a refund but the maximum amount refunded will not exceed the price paid by you. KINGDOMES LEISURE PTY LTD shall not accept responsibility for injuries caused through improper use of our Products and it is your responsibility to pitch correctly, check parts regularly, and check weather reports for the event you are attending. If our Products are to be used by members of the public, you should have your own public liability insurance to cover all eventualities.

13. PRIVACY AND USE OF CUSTOMER INFORMATION

- a. We will take all normal precautions to protect the privacy of any customer information we have. We do not sell customer information to any other business or person. We will not supply customer information to any other person for any purpose except with your written permission.
- b. We may, at both parties discretion allow a collaboration that will benefit both parties. This will need to be approved and signed in writing by representatives of both parties. From time to time we do allow influencers, social media marketers and businesses looking to further their marketing to use our products. This is at our discretion and we can refuse the offer at any time.
- c. We welcome businesses that have the potential to increase brand awareness for both parties, assist with the "off-grid", "sustainable living" lifestyle that will work well with our products and businesses willing to use their products in conjunction with our products to provide a "one stop shop" for all our clients. (examples include but are not limited to compost toilets, solar hot water systems, eco-friendly furniture, bathroom/kitchen modules etc.)

14. NOTE ON AGREEMENT BETWEEN PARTIES

- a. These terms and conditions shall constitute the entire agreement between the parties. No variation of these terms and conditions shall be valid unless it is in writing and signed by the parties concerned.

15. CHANGES TO TERMS AND CONDITIONS

- a. We may change these terms and conditions from time to time without notice. Any changes will apply to all Products supplied after the change to our terms and conditions.

KINGDOMES LEISURE PTY LTD

ABN: 55644423058

ACN: 644423058

All Rights Reserved

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