



## **Lay-By Terms and Conditions**

### **Period**

All Lay-By agreements run for a maximum period of 12 weeks. If the customer fails to maintain the instalments agreed by that period, the company reserves the right to cancel the agreement and place the item back out on display.

### **Payments**

Payments may be made through any store nationally and not just through the original store you created the Lay-by agreement with. All our stores accept all major credit cards, cash and bank cheques. Electronic funds transfer is available upon request. With each payment made a register receipt will be issued, showing the amount paid and the balance remaining outstanding.

### **Collection of Goods**

No goods can be taken prior to all payments being received. Goods are only to be collected from the original store of purchase. No alterations for sizing, engraving, etc. can be done until the goods have been paid for in full. Collection of goods will only be allowed with a copy of the valid Lay-By document, please ensure you retain your copy of the agreement, as we will not be legally able to hand over any goods without this being produced. If you lose this document, please inform the store immediately and then attend the store with photographic proof of identity to obtain a duplicate.

### **Warranty**

All applicable warranties commence from the period of collection and not from the start of the Lay-By.

### **Customer Cancellation of Lay-By Agreement**

You are entitled to cancel your Lay-By agreement at any time prior to the collection of the goods. All funds paid, less applicable fees will be reimbursed to you by the following methods: Cash/EFTPOS Paid (Under \$250.00) - a refund of cash will be issued by the store.

Cash/EFTPOS Paid (Over \$250.00) - a refund request will be sent to Head Office and a cheque will be issued within 14 days from receipt of the cancellation document.

Payments made by credit card - All payment amounts will be refunded to the original credit card.

All refund amounts are less the termination fee.



### **Company Cancellation of Lay-By Agreement**

The company may cancel the Lay-By agreement if the customer fails to meet the payment schedule and applicable termination fees will apply where the customer has failed to comply with the agreement.

The company also reserves the right to terminate the agreement if they are unable to supply the item, the goods have been deemed to be faulty or they cease to trade. No termination fees will apply where the company has enacted any of these rights.

### **Termination Fees**

Companies are entitled to charge a reasonable termination fee for cancellation of Lay-By agreements. The fees applicable to your agreement are \$40.00 if cancelled within the first month and an added \$5.00 per month for each consecutive month in addition. The maximum fee charged is \$55.00, as all agreements will automatically be cancelled after four months if the agreement has not been maintained.

### **Further Information on Rights**

To source further information regarding your right under any Lay-By agreement, you can locate this on the following websites:

**<http://www.accc.gov.au/>**

The Australian Competition and Consumer Commission

Or

<http://www.consumerlaw.gov.au/content/Content.aspx?doc=home.htm>

The Australian Consumer Law