
RUG AND CARPET

Terms & Conditions/ Warranty

The following Terms and Conditions form the contract of sale and supply for all Halcyon Lake products.

Halcyon Lake reserves the right to modify, alter, revise or supplement these Terms and will use best endeavours to notify Customers using any means it deems appropriate of such revisions or changes.

Any revisions or changes will come into effect once posted on Halcyon Lake's website (or on a date otherwise specified). It is the Customer's responsibility to obtain and read the current Terms and Conditions which are published at <https://halcyonlake.com/resources/>

Customers should contact the showroom if they experience any difficulty obtaining a copy.



Terms and conditions

1. DEFINITIONS

'Customer' means the person or entity acquiring the Products/Services from Halcyon Lake.

'Products' means the goods supplied by Halcyon Lake to the customer.

'Services' means the services supplied by Halcyon Lake to the Customer.

2. QUOTATIONS

Unless otherwise specified, the price provided by Halcyon Lake for the Products and/or Services shall remain valid for a period of sixty (60) days from the date of quotation (Quotation).

Halcyon Lake reserves the right to revise pricing set out in the Quotation in the event of an error or omission.

All Quotations for wall-to-wall installations are indicative only until a physical check measure has been completed to confirm meterage and any other site requirements.

For supply only Quotations, where Halcyon Lake is not required to arrange installation, it is the Customer's carpet installer's responsibility to confirm the total lineal meterage required by completing a physical check measure. Halcyon Lake will not be liable for any errors in quantities ordered when physical check measures are completed by third party installers.

Halcyon Lake carpet roll widths vary. Customers should refer to the dimensions set out in the Quotation.

3. ORDER CONFIRMATION

The Customer may order the Products and/or Services from Halcyon Lake by:

- (a) signing the Quotation and returning the same to Halcyon Lake; and
- (b) any other manner as accepted by Halcyon Lake from time to time to receive instructions from the Customer for the supply of Products and/or Services. (the Order)

Halcyon Lake will supply the Products and/or Services to the Customer for the price stated in the Quotation. (Price)

The Customer must pay a 50% non-refundable deposit to proceed with the Order (Deposit).

No Products will be ordered until the Deposit is paid. Halcyon Lake will not be held responsible for project delays due to late payment. Payment of the balance of the price set out in the Order is required prior to delivery, collection or installation of the Products.

For the purchase of in-stock Products, delivery or collection cannot be arranged until full payment of the Price is received.

4. VARIATIONS AND CANCELLATIONS

Any variations to Orders must be requested by the Customer in writing. Halcyon Lake cannot guarantee that variations will be accepted where payment of the Deposit has already been received.

Halcyon Lake will use best endeavours to work with the Customer to find a solution in such circumstances.

The Customer acknowledges that any approved variations to an Order, including the type of Product and/or Services, or additional Services, may result in a change in the Price. The Customer agrees that it shall be liable for the variation in the Price and all actual reasonable costs and losses incurred by Halcyon Lake as a result of the variation.

Halcyon Lake may cancel an Order by providing written notice to the Customer and shall return the Deposit to the Customer.

To the maximum extent permitted by law:

(a) Halcyon Lake shall not be liable to the Customer for any loss or damage arising from or in connection with the cancellation of the Order by Halcyon Lake for any facts, matters or circumstances outside the control of Halcyon Lake, including acts or omission of the manufacturer of the Products, the transportation or freight services, industrial disputes, or acts of God; and

(b) Halcyon Lake shall not be liable for any indirect, incidental, special or consequential loss or damages, loss of profits or anticipated profits or loss of business opportunity arising from the cancellation of the Order.

5. PRICE AND PAYMENT

All pricing for Products and Services is in Australian dollars and is inclusive of GST unless otherwise stated.

Halcyon Lake will render a tax invoice to the Customer for the Price and any other applicable fees and charges, including freight and transport costs which were disclosed prior to or at the time of the Order.

Subject to payment of the Deposit in accordance with clause 3, the Customer must pay the balance of the amount outstanding to Halcyon Lake under the tax invoice on the delivery of the Products and/or supply of the Services.

Payment can be made by credit card (Diners Club not accepted), bank cheque or electronic funds transfer (EFT). AMEX payments will incur a 1.5% surcharge. If paying by EFT, customers are required to forward remittance advices to info@halcyonlake.com to ensure prompt reconciliation of payment.

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6. SIZE TOLERANCE

The Customer acknowledges and agrees that sizes of all hand-made Products are subject to acceptable industry standard tolerances.

It is the Customer's responsibility to advise Halcyon Lake of any specific minimum or maximum size requirements for a Product so that Halcyon Lake can inform its manufacturers.

Customers should refer to Product specification sheets for further information.

7. COLOUR VARIATION

Halcyon Lake offers an extensive range of custom coloured Products and will work with the Customer to supply custom colourways as requested.

If requested, Halcyon Lake will provide sample pieces to the Customer for approval and once the Order is confirmed, will return the samples to the manufacturer for colour matching during production.

The Customer acknowledges and agrees that:

- (a) the colour, shade or piling of the Products may naturally vary from any image or sample displayed to the Customer for reasons including (without limitation), the nature of the product or species used to manufacture the Products and levels of sunlight and UV exposure; and
- (b) the colour tolerance for hand-made Products may vary between 5% and 15%; and
- (c) on payment of the Deposit, the Customer accepts the colour of Products set out in the Order.

The Customer should refer to Product specification sheets for further information.

8. LEAD TIMES

The Customer acknowledges and agrees that all lead times quoted are approximate and can be subject to unexpected delays.

Halcyon Lake will use best endeavours to achieve expected delivery dates, however will not be responsible for extensions to lead times which may be required.

Lead times are quoted from time of deposit and sample approval, production time of samples is in addition to normal production times.

The Customer should allow an additional 1-2 weeks where public holiday periods including Easter and Christmas fall within the standard lead time.

The Customer should further allow an additional 4-week lead time for European manufactured Products for Orders placed over the European summer closure period. This period varies slightly depending on the manufacturer and typically falls during July/August.

9. DELIVERY AND INSTALLATION

Delivery and installation for Melbourne Metropolitan Orders shall be arranged upon receipt of payment of the balance of the Price.

Halcyon Lake reserves the right to alter delivery costs should there be changes to installation requirements, for example, in the event that a second man is required to move furniture or for spaces with difficult access.

If delivery with installation is required in regional Victoria or interstate, the Customer should contact Halcyon Lake for a quote based on the Customer's specific requirements.

Alternatively, for front door deliveries, the Customer must make arrangements so that delivery can be accepted at the nominated delivery address between 8am and 6pm on the due date for delivery. Front door deliveries do not include rubbish removal or positioning the rug. If a more specific delivery window is required, additional charges apply.

The Customer acknowledges and agrees that:

- (a) in the event the Customer cancels or postpones delivery and/or installation on less than 36 hours' written notice to Halcyon Lake, a cancellation fee of 50% of the delivery cost will apply; and
- (b) in the event the Customer cannot accept delivery of a Product on the due date for delivery, Halcyon Lake will store the Products and the Customer will be responsible for all associated storage and re-delivery costs.

The Customer may collect Orders from Halcyon Lake's Melbourne showroom subject to prior arrangement.

All overseas deliveries will be quoted on a per case basis. The Customer will be responsible for any taxes and duties payable in the destination country.

In the instance where the Customer is using Halcyon Lake's contracted carpet installers it is the Customer's responsibility to review the installer's terms and conditions which will be supplied separately. Surcharges may apply in addition to quoted price for weekend installations.

Halcyon Lake recommends that carpet be installed at the end of the build or renovation process to avoid damage caused by other trades during the finishing stages. For stair runners, Halcyon Lake recommends that installation occur after move in day where possible to avoid undue damage. Halcyon Lake does not recommend using adhesive carpet protectors on any of its Products during the build or renovation process.

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10. SUPPLY ONLY CARPET

In the instance where carpet is ordered as supply only, Halcyon Lake will liaise with the Customer's nominated installers to arrange delivery of the Products to their warehouse on a preferred date.

The Customer acknowledges that transport fees will apply and that carpet Orders can only be delivered to sites that have access to a forklift with a pin. Carpet rolls cannot be unloaded by hand in any instance. Halcyon Lake reserves the right to charge storage fees after two (2) weeks of carpet arrival.

11. RISK AND TITLE

Risk in the Products passes to the Customer upon the earlier of:

- (a) delivery of the Products to the Customer at the address specified in the Order or otherwise to the Customer's possession and control; or
- (b) collection of the Products from Halcyon Lake or any bailee or agent of Halcyon Lake by the Customer or the Customer's agent, carrier or courier.

12. STORAGE

Upon request, Halcyon Lake will warehouse any Products for a maximum of six (6) months from their arrival date as a complimentary service following payment of the balance of the Price, except in the case of Supply Only Carpet as noted in clause 10. After this time, Halcyon Lake reserves the right to charge a small storage fee, which will be calculated based on a percentage of the value of the Products.

13. EXCHANGES / RETURN

The Customer must select Products carefully. The majority of Halcyon Lake's Products are custom made to order and cannot be returned or exchanged due to change of mind.

Halcyon Lake inspects its Products carefully before they leave its warehouse.

The Customer acknowledges that upon receipt of the Products and/or the supply of the Services, the Customer must inspect the Products and/or Services.

The Customer must within 24 hours of the date of delivery or collection of Products and/or supply of Services, give written notice to Halcyon Lake detailing any defects. If the Customer does not give such notice, the Products and/or Services shall be deemed accepted by the Customer. Any defects reported outside of this time will be considered at Halcyon Lake's discretion.

14. FLOOR STOCK PURCHASES

Any ex-display rugs sold by Halcyon Lake are sold "as is" and Halcyon Lake makes no warranty as to their condition. These products may be reduced in price at the discretion of Halcyon Lake to reflect their "pre used" status. The condition of these products is considered acceptable once payment by the Customer has been received.

15. FADING

Gradually over a long period of time Products may fade or colour intensity may change, particularly if Products are exposed to direct sunlight. Halcyon Lake recommends blinds, curtains or UV protected glass to reduce direct exposure to sunlight. The Customer should be mindful of vegetable-dyed rugs as these are slightly more sensitive to sun exposure.

16. STATIC

Wool and man-made fibres such as nylon can develop static electricity from friction and use. Static is an environmental occurrence, caused by the build up of static charge that is exacerbated by low levels of humidity.

The generation of static electricity is not considered a manufacturing defect as it is highly dependent upon the individual environment in which the carpet or rugs are installed. Other fixtures and finishes as well as electrical equipment can also have a bearing on static electricity.

Static electricity can become more problematic during Winter when humidity is typically lower. The use of humidifiers is one means of increasing the level of humidity in the air and reducing static. Customers should discuss their project requirements with their Halcyon Lake Sales Consultant.

17. CUSTOM DESIGNS

The design team at Halcyon Lake is able to collaborate on custom designed rugs. Design fees will apply based on the Customer's project requirements and additional fees may apply for variations. If the Customer wishes to order custom designed rugs, the Customer should speak to a Halcyon Lake Sales Consultant for a more accurate quotation.

Halcyon Lake may apply a one-off additional fee for any Orders requiring a render for approval prior to production. All renders are intended as a guide only, and Customers should refer to physical samples for true colour and quality before confirming their Order.

All samples of custom designed rugs remain the property of Halcyon Lake and must be returned to the showroom.

18. LOAN / HIRE

Halcyon Lake's broad range of samples and in-stock rugs are available for overnight loan to allow customers to consider Products within the proposed space.

All Products which are loaned to the Customer remain the sole and absolute property of Halcyon Lake and the Customer will be liable for any loss suffered in the event the Products are damaged, lost or are not returned.

For commercial or event hire, the Customer should contact a Halcyon Lake Sales Consultant for a hire application form and details of the fee schedule. Each rug hire is considered on a case by case basis and Halcyon Lake reserves the right to refuse hire. Rugs or carpets borrowed and used in commercial applications without the prior consent of Halcyon Lake will be subject to hire fee plus an additional surcharge.

Warranty

19. AREA RUG WARRANTY

Halcyon Lake will provide a 2-year warranty on all domestic rugs and a 1-year warranty on all commercial rugs from the date of delivery against faulty materials or workmanship provided that the Products is maintained correctly. The Customer should refer to Halcyon Lake's Care and Maintenance Guide.

The Customer acknowledges and agrees that this warranty does not apply:

- (a) where the rug has been water damaged, steam or dry cleaned excessively or altered by third parties; and
- (b) to tears, burns, pulled loops, cuts, shedding or any other damage caused by improper cleaning agents or methods.

The Customer further acknowledges that this warranty does not apply to vintage Moroccan and Iranian rugs. Halcyon Lake will agree to replace or repair a rug in the event of a structural defect within twelve (12) months of the date of delivery.

Halcyon Lake recommends that the Customer acquire a good quality underlay for all hand-woven and hand-knotted rug installations.

20. CARPET WARRANTY

Halcyon Lake carpets generally carry a manufacturer wear warranty between 5-15 years. The Customer should refer to specification sheets for further details.

Halcyon Lake will provide a 5-year warranty on all pure wool residential installations and a 2-year warranty on commercial installations from the date of installation when installed by Halcyon Lake's preferred contractors. This warranty is against faulty materials or workmanship provided that the carpet is maintained properly. The Customer acknowledges and agrees that this warranty will not apply where:

- (a) installation was carried out by a non-preferred contractor of Halcyon Lake;

(b) the carpet has been water damaged, steam or dry cleaned excessively or altered by others; and

(c) tears, burns, pulled loops, cuts, shedding or any other damage is caused by improper cleaning agents or methods.

Halcyon Lake recommends that the Customer acquire a high quality, high density underlay for all installations.

Halcyon Lake further recommends that carpets are regularly cleaned with a good vacuum cleaner to remove surface dust and prevent undue buildup of material that could harm the carpet.

21. CONSUMER GUARANTEES

Nothing in these Terms is to exclude, restrict or modify or have the effect of excluding, restricting or modifying any condition, warranty, guarantee, right or remedy implied by law and which by law cannot be excluded, restricted or modified.

Where Schedule 2 of the *Competition and Consumer Act 2010* (the *Australian Consumer Law*) and/or the Fair Trading Acts in any of the States and Territories of Australia apply to the Order, the Customer will:

- (a) in the case of the Products, be entitled to have all or part of the Products repaired or replaced, or to a refund of all or part of the Price for the Products, which are defective; and
- (b) in the case of Services, be entitled to have all or part of the Services re-performed, or to a refund or compensation for any decrease in value from the Price, for all or part of the Services which are defective,

(c) however Halcyon Lake reserves the right to:

- (i) inspect and require proof of the defect before accepting a request by the Customer under this clause; and
- (ii) repair the Products or re-perform the Services instead of a replacement, compensation or refund where there is a minor problem with the Products and/or Services.

22. LIMITATION OF LIABILITY

To the maximum extent permitted by law, Halcyon Lake shall not be liable to the Customer for any loss or damage arising from or in connection with the Products and/or Services as a result of:

- (a) any act or omission of the Customer, including any maltreatment, inattention, interference, tampering or improper use of the Products and/or Services which is inconsistent with their intended use and purpose;
- (b) any negligent, fraudulent, reckless, unlawful or other wrongful act or omission of the Customer;
- (c) any failure to adhere to maintenance requirements necessary for the Products;
- (d) any failure to follow any manual, guidelines or instructions provided by Halcyon Lake or the manufacturer of the Products;
- (e) facts, matters or circumstances outside the control of Halcyon Lake, including acts or omission of the manufacturer of the Products, the transportation or freight services, industrial disputes, or acts of God; and
- (f) fair wear and tear.

22. LIMITATION OF LIABILITY (CONTINUED)

The Customer acknowledges that the consumer guarantees do not apply to the Products and/or Services in the event:

- (a) the Customer changes their mind about the Products and/or Services;
- (b) knew or was made aware of any faults or defects in the Products before the Customer placed their order;
- (c) the Customer requests the Services to be carried out in a manner contrary to the representations and advice of Halcyon Lake;
- (d) the Products have received maltreatment, inattention or interference or have been used, applied, packaged or stored by the Customer other than in accordance with Halcyon Lake's instructions and recommendations; or
- (e) products not approved by Halcyon Lake have been used with the Products.

23. MISCELLANEOUS

Any provision of these Terms and Conditions which binds more than one person binds all of those persons jointly and each severally.

If any clause or part of these Terms and Conditions is deemed to be unenforceable or invalid, it may be severed from these Terms and Conditions without affecting the validity or enforceability of the remainder of these Terms and Conditions.

The Customer acknowledges that Halcyon Lake may collect personal information about the Customer for purposes directly related or reasonably necessary to conduct its business in compliance with the Privacy Act 1988 (Cth).

These Terms and Conditions constitute the full and complete agreement between the Customer and Halcyon Lake and supersede any and all previous agreements, understandings, negotiations and representations between the parties in respect of all matters dealt with in these terms.

These Terms and Conditions shall be construed in accordance with and governed by the laws of Victoria, the courts of which shall have jurisdiction in respect of any matters arising out of or in connection with the Products and Services referred in these Terms and Conditions.

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