

TERMS & CONDITIONS

By accessing and using this website, you agree to the following terms & conditions:

ABOUT THIS WEBSITE

These Website Terms of Use apply to the website owned and operated by Phoenix Leisure Group, a company incorporated in Australia, under the domain name eaglecreek.com.au (the Website). Your use of the information, graphics, text, software and materials (Content) on the Website is governed by these Terms of Use. Submitting your purchase order to eaglecreek.com.au indicates acceptance of these terms and conditions. If you do not agree with these Terms, you should cease using the Website. The Website is operated in Australia and references to currency are in Australian dollars unless otherwise specified.

AVAILABILITY OF THE WEBSITE

While we use reasonable care and skill to ensure the Website is free from defects and harmful code, Internet services are subject to interruption, breakdown, viruses, delays, interception, interference and other errors involving communications networks, computer systems, servers, providers, computer equipment and software. With any device that you use to access the Website, we recommend that you obtain and maintain up-to-date virus, security and intrusion prevention and scanning software, which is specifically designed for all devices you use to access the Website.

YOUR CONDUCT

You are responsible for all of your activity concerning accessing the Website. Any fraudulent, abusive, or otherwise illegal activity may be grounds for termination of your access to the Website. If we issue you with a password that permits you to access certain parts of this Website, you are solely responsible for any use of the Website through such access, whether authorised or not.

You agree that you will not, (either yourself or through any third party):

- Use any device, software, process or routine to interfere or attempt to interfere with the proper working of the Website or any transaction or process being conducted on or through the Website.
- Take any action that imposes an unreasonable or disproportionately large load on the infrastructure of or bandwidth connecting to the Website
- Take any action that could damage, disable, overburden, or impair the Website or interfere with any other party's use and enjoyment of the Website or
- Transmit, distribute, introduce or otherwise make available in any manner through the Website any computer virus, keyloggers, spyware, worms, Trojan horses, timebombs or other malicious or harmful programming (collectively, "Viruses").
- Use the Websites in connection with requesting, harvesting, obtaining or storing any personal information, passwords, account information or other information about other users of the Website or
- Use any data mining, robots, or similar data gathering and extracting tools connected to the Website.

You must comply with all applicable local, state, national and international laws and regulations that relate to your use of or activities on this Website. We reserve the right to report potential criminal activity to appropriate law enforcement agencies.

You acknowledge that Content that you send to or attempt to include in the Website may not reach or be correctly displayed on that Website for various reasons including but not limited to mechanical, software, computer, telecommunications or electronic failure.

PRIVACY

By placing an order or registering as a user on eaglecreek.com.au, you grant us the right to add your contact details to our database and email transactional order, shipping and product review emails. Occasionally, we may contact you about offers and new products. You can easily be removed by unsubscribing via the link at the footer of any marketing communications or contacting our Customer Service team. We will remove you from marketing communications.

We may exchange personal information with our related companies and with third-party service providers who assist us with payment, marketing, data processing, IT, archival, auditing, accounting, customer contact, legal, business consulting, banking, delivery, data analysis, document management, research, investigation, insurance, website and other services. Some of these third parties may be located in Australia, USA, EU and other countries.

ORDER ACCEPTANCE POLICY

Your receipt of an electronic or another form of order confirmation does not signify our acceptance of your order, nor does it confirm our offer to sell. eaglecreek.com.au reserves the right at any time after receipt of your order to accept or decline your order for any reason. eaglecreek.com.au reserves the right at any time after receipt of your order, without prior notice to you, to supply less than the quantity you ordered of any item. All orders placed must obtain pre-approval with an acceptable payment method, as established by our credit and fraud avoidance department. We may require additional verifications or information before accepting any order.

LIABILITY

eaglecreek.com.au is not liable for any losses or damages caused by this website or any website linked to or from this website. We reserve the right to refuse any order without giving a reason. Upon cancellation of an order, we will make all reasonable attempts to contact you using the details provided. All received monies will be refunded using the method received.

SHIPPING AND DELIVERY

You acknowledge all information under our shipping pages by agreeing to our terms and conditions. The delivery times provided by eaglecreek.com.au are estimates only. eaglecreek.com.au will not be held accountable for late deliveries or loss or damage relating to late deliveries. Customers who give authority for their order to be left unattended at their delivery address do so at their own risk. eaglecreek.com.au will only replace orders using this shipping method, provided the order is proven to be lost in transit by our delivery company.

Certain factors, such as order size, weight and shipping address, may require us to ship via another method. eaglecreek.com.au reserves the right to change your shipping method in these cases and will provide tracking details for the new carrier once shipped. If multiple items are ordered, part deliveries may be made where the stock is unavailable. All reasonable attempts to notify you will be made using your provided details. The special instructions box on the delivery page of the checkout is used for any instructions to help the driver make delivery of your order (e.g. " Last house at the end of driveway", " Office hours 9-5"). Drivers cannot grant specific requests such as " Deliver between 1-2pm" or " Leave parcel in garden shed". Eagle Creek cannot be held responsible if your instructions are not followed.

REFUNDS & RETURNS

Returns are offered to orders shipping to an Australian address Only. If, in any circumstance, you pay for return shipping, eaglecreek.com.au will not reimburse postage costs –all Returns must be through the returns section of the website. Only one return label will be issued per order. Returns must be in as new condition with tags attached unless faulty. Returns must be made within the timeframe listed on the returns page unless faulty. Some International payments or refunds may be processed in your local currency and your bank may charge conversion fees for these transactions. These rates and fees are out of our control and we accept no responsibility for any loss caused as a result. eaglecreek.com.au terms and conditions do not nullify your statutory rights as a consumer. eaglecreek.com.au will endeavour to provide our high level of customer service within these statutory rights.

FAULTY ITEMS AND LIMITED LIFETIME WARRANTY INFORMATION

If, for some reason, you are not completely satisfied or find fault with the workmanship or materials of your product, simply return it, with a copy of your receipt and follow our return policy as highlighted within this document. Approval is at the discretion of eaglecreek.com.au. If approved, the product will be repaired or replaced as appropriate. In the case of discontinued models, the faulty item will be replaced with the most similar model from the current range. eaglecreek.com.au reserves the right to determine the reasonable cost of repair. 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 for compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

CHANGE OF ADDRESS

The shipping address for your order is shown in the checkout and on your order confirmation and shipping confirmation emails. If an incorrect address was entered, address changes can only be made until the order begins processing. Eaglecreek.com.au cannot accommodate all address change requests. We highly recommend calling our customer service team on 1800 227 070

instead of emailing as we cannot guarantee instant responses to email enquiries. eaglecreek.com.au takes no responsibility for orders shipped to an incorrect or invalid address and is not liable for any loss associated.

INTERNATIONAL CUSTOMS CHARGES

Some orders may incur an import duty charge. eaglecreek.com.au does not have any control over these charges or are unable to advise what they will be, as it is based on the specified country regulations & compliances. For further information, please contact your local customs office. All charges are to be paid by the customer on delivery of order. Orders cannot be returned to sender and Eaglecreek.com.au will never pay these customs charges on your behalf. If you refuse to pay these charges your parcel may be abandoned, and eaglecreek.com.au will not be held responsible for any loss of funds as a result of this occurrence. We cannot mark International orders as a gift in order to bypass or reduce any customs fees. This is an illegal practice and as an established business we will not do this.

PRICING

By placing any order for goods in the manner described on the Website, you make an offer to purchase the goods for the price specified on that Website at the time you place the order (Offer). We may, in our sole and absolute discretion, accept or reject any Offer made by you for any reason, including, without limitation, the unavailability of the goods, an error in the price or the goods description posted on the Website, or an error in your Offer.

ORDER CANCELLATIONS

If notified before goods have been dispatched, eaglecreek.com.au can accommodate order cancellations at their complete discretion. If items have been shipped, eaglecreek.com.au reserves the right to refuse order cancellation or charge a cancellation fee should we be able to request the return of the package from our delivery service.

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TYPOGRAPHICAL ERRORS

If a product is listed at an incorrect price or with incorrect information due to typographical error or error in pricing or product information, eaglecreek.com.au shall have the right to refuse or cancel any orders placed for products listed at the incorrect price. eaglecreek.com.au shall have the right to refuse or cancel any such orders whether or not the order has been confirmed and your credit card charged. If your credit card has already been charged for the purchase and your order is cancelled, eaglecreek.com.au shall immediately issue a credit to your credit card account in the amount of the charge.

PROMOTIONS

We will, from time to time, make available to you offers & discounts in the form of a Promo Code or Special Pricing related to your Account with us. These are subject to the terms & conditions communicated to you when the offer is made available.

LINKS

This site may contain links to other sites on the Internet that are owned and operated by third parties. You acknowledge that eaglecreek.com.au is not responsible for the operation of or content located on or through any such site.

CREDIT CARD PAYMENTS AND VERIFICATION

All orders are subject to pre-authorisation checks to ensure sufficient funds are available and to confirm the validity of the payment method. The total amount of the order will be frozen on your account and this amount is taken when the order is despatched. Authorisations will appear as pending charges on your card, but you will only be charged once for a single order when it is despatched. Orders cancelled before shipment will still have this authorisation held. Some orders may be subject to small charge verification before they are approved for shipment. In these cases, a small amount between \$0 and \$1 will be held

on your credit card and you will be asked to confirm this amount to validate your payment. This is not a charge, but an authorisation which will release back to you.

JURISDICTION

The law applicable to the Website and to disputes arising out of the Website is the law of the State of New South Wales, Australia.