

# In-Home Measurement and Planning Service – Perth Metropolitan

**Effective Date: 2 September 2024**

**Version 1.0**

## Terms and Conditions

### General terms

- Agreement:** These terms and conditions form a legally binding contract between you, (“Customer”, “you”, “your”), and IKEA Pty Limited (“IKEA”, “we”, “us” and “our”), and govern the terms offers with our In-Home planning service. You will be given a copy of these written Terms and Conditions at the time of providing IKEA with payment for the service.
- The Service:** IKEA offers to you, the Customer, an in-home planning service (the **Service**) where an IKEA Kitchen Specialist will measure your space and prepare a kitchen or laundry plan for you within the comfort of your own home. Additional interior design, colour co-ordination and soft furnishing advice is not included. The Service covers intended installations by Customers for Kitchens and/or their Laundry. This Service is not intended to be offered to our [IKEA Business](#) customers  
By accepting these Terms and Conditions and proceeding with payment, you acknowledge and agree that **the Service purchased by you does not cover**, nor does it intend to cover any of the following additional necessary costs:
  - Any cost of items on the article list to be purchased from IKEA for the installation works;
  - The cost of any Installation works, including any associated labour costs; and
  - The cost of any additional permits and/or approvals that may be required for the installation works to be performed.
- Location:** Your residential property must be located within the greater Perth Metropolitan area and your postcode must fall within the below ranges to qualify for the Service to be offered to you (as set out at **Annexure A**).
- Cost of Service.** The cost of the Service is **\$99.00 (inclusive of GST)** and is payable at the time when the Service is booked by an IKEA co-worker. This fee must be made in full prior to commencement of the Service. Additional costs may apply where a re-booking is deemed necessary as expressed in these terms and conditions. A further **rebooking fee of \$50 (inclusive of GST)** can be incurred if there is a rebooking required to be made in accordance with these terms and conditions.
- Service Fees redeemable:** The Service fee will be redeemable towards the final purchase order from IKEA where the total spend amount exceed \$8000.00 or more on **the qualifying range**.

6. **Qualifying range:** The qualifying range for the Service is:
- a. METHOD kitchen range including cabinets, kitchen fronts, cover panels, plinths and deco strips, drawers, pull-out larder, carrousels, kitchen worktops, kitchen wall panels, kitchen taps, kitchen sinks and sink accessories, kitchen knobs, and handles.
  - b. IKEA Appliances includes ovens, microwave ovens, combination ovens, hobs, extractor hoods and accessories, fridges, fridges/freezers, dishwashers, and other appliances accessories.

**Exclusions** – The following purchases **do not form part of the Qualifying Range:**

- a. IKEA Gift Cards;
  - b. home furniture or furnishing products not in the IKEA METHOD Kitchen Range or IKEA Appliances.
  - c. IKEA services (including (but not limited to): picking, delivery, assembly, installation, custom made stone benchtop/worktop fabrication, delivery and installation, takeback/recycling, planning and interior design services); and
  - d. IKEA Food products from Swedish Restaurant, Swedish Café, Bistro or Swedish Food Market.
7. **Terms applicable for Service period only:** These terms of the Agreement governing the Service. The Service commences from the date of the payment by the Customer of the Service fee and ends on the earliest date from:
- a. When the Service has been cancelled by either IKEA or the Customer; and
  - b. When IKEA has successfully completed the Services and the Customer has made a purchase after the Purchasing Appointment has occurred.

These terms do not govern any period subsequent to the completion of the performance of the Service by IKEA (including, but not limited to, any installation Services undertaken by the Customer).

### Booking the Service

8. The Customer may book the Service using any of the three following methods:
- a. Online – Please visit our website at the following link:  
<https://www.ikea.com/au/en/customer-service/services/kitchen-measuring/>
  - b. In-Store – Please attend our Perth Store located in Innaloo, Western Australia during our opening hours and speak to one of our Kitchen co-workers in person. The store address and opening hours are located on our website at the following link:  
<https://www.ikea.com/au/en/stores/perth/>
  - c. Remote shopping – Please speak to our IKEA specialists online by phone or chat. Our remote shopping specialists can be contacted by following the links on our website at the following link:

<https://www.ikea.com/au/en/customer-service/shopping-at-ikea/remote-shopping-pubba4ad020>

9. The Customer acknowledges that unless the **Service fee** (Clause 4) is paid to IKEA in full, that no preparatory works (including Pre-assessment and any bookings) for the Service will be conducted by IKEA.

### **Pre-Assessment by IKEA**

10. The IKEA Kitchen Specialist who will be responsible for providing the Service will contact you to obtain further information regarding your property and requirements. The IKEA Kitchen Specialist will check your space against the proposed plan and the selected range for the purposes of assessing the suitability of making an appointment for the Service.
11. You agree to assist IKEA from time to time in providing you the Services during the term. By accepting these terms and conditions, you agree that you will use reasonable endeavours to assist the IKEA Kitchen Specialist assigned to you to prepare for your appointment including (but not limited to):
  - a. Answering all pre-assessment questions accurately regarding your property for mandatory Work Health and Safety assessments; and
  - b. Completing any other forms and written documentation as required for a pre-assessment.
12. Where the IKEA Kitchen Specialist has determined on a reasonable basis that the property is not fit for the appointment to proceed, the Customer will be informed with reasons given. Where rectification is possible, the appointment will be deferred to allow rectification of identified issues. The Customer agrees that the decision for fitness for appointment to proceed is at the sole discretion of the IKEA Kitchen Specialist and that the determination is final.
13. Clause 12 applies notwithstanding that the determination was made either:
  - a. Prior to the day of the appointment - based on information previously provided by you and/or obtained independently from any review performed by the IKEA Kitchen Specialist(s); or
14. On the day of the appointment - prior to the entry into the property by the IKEA Kitchen Specialist.

### **Your IKEA In-Home Appointment**

15. The In-Home Appointment (the **Appointment**) is a non-intrusive evaluation of the space at the property for the purposes of your intended installation. You agree to provide access to the nominated property and allow the IKEA Kitchen Specialist to inspect and evaluate the intended installation area.
16. After the conclusion of the Appointment, the IKEA Kitchen Specialist will provide to you (via your nominated e-mail contact address):
  - a. A copy of a kitchen plan as drafted by the IKEA Kitchen Specialist;

- b. A recommended article list (consisting of the necessary items to purchase; and
  - c. Any further information as necessary.
17. The Appointment will be a maximum of **3 hours duration**. Where an appointment is determined by the IKEA Kitchen Specialist to need to be extended, you agree to:
- a. Allow the IKEA Kitchen Specialist to schedule a further Appointment; and
  - b. Pay the applicable **rebooking fee of \$50** secure this additional date.

This fee is payable per instance that such rebooking is to occur during the performance of the Service.

18. The article list given to the Customer at Clause 15 is only valid for that day and the prices are subject to change without requiring IKEA to provide the Customer with further notice. IKEA cannot guarantee the availability of any items on the article list however, IKEA shall use best endeavours to source the listed items upon receipt of full payment for those articles.

### Changes after your In-Home Appointment

19. Where any change is deemed by the IKEA Kitchen Specialist to be reasonably major in nature, you are allowed to make one major change free of charge.
20. Where the IKEA Kitchen Specialist has reasonably determined that the change requested is substantial in nature (and may require the IKEA Kitchen Specialist to either:
- a. re-attend the premises to obtain further measurements, or
  - b. re-plan/revision of a quote
- you agree to the pay the applicable **rebooking fee of \$50**.
21. The rebooking fee is payable for each instance that the IKEA Kitchen Specialist is required to attend the property.

### Your IKEA Purchasing Consultation

22. You will be invited by the IKEA Kitchen Specialist to select a date for your Purchasing Consultation (notification via e-mail). The Purchasing Consultation will be a maximum of 1.5 hours in duration.
23. On the date of your Purchasing Consultation:
- a. You are able to make your final selection and make payment for the selection as detailed in your plans.
  - b. You may review the plans as provided by the IKEA Kitchen Specialist and not proceed immediately to purchase.

24. If you elect to proceed to purchase as set out in the shopping list (as produced by the Kitchen Specialist) during any Purchasing Consultation, you agree that the decision is final.
25. If the Customer requests any subsequent changes (but prior to payment):
  - a. IKEA may agree at its sole discretion choose to accept those changes where in IKEA's opinion are relatively minor in nature, and do not require the IKEA Kitchen Specialist to re-attend the property;
  - b. If in IKEA's reasonable opinion the requested changes are substantially major, the customer agrees to pay a **rebooking fee of \$50** and the terms and conditions governing the Service will continue to apply.
26. You acknowledge and agree that during the performance of the Services, the IKEA Kitchen Specialist may provide you with recommendations for an installer(s) for the intended plan and that you are under no obligation to use any recommended installer(s) to complete the installation work, nor does it amount to any guarantee of workmanship by the recommended installer(s).

### **Warranties for the Service under the Australian Consumer law**

27. The Service come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the service, you are entitled:
  - a. to cancel your Service contract with us; and
  - b. to a refund for the unused portion, or to compensation for its reduced value.

You are also entitled to be compensated for any other reasonably foreseeable loss or damage. If the failure does not amount to a major failure you are entitled to have problems with the service rectified in a reasonable time and, if this is not done, to cancel your contract and obtain a refund for the unused portion of the contract.

28. To the maximum extent permitted by applicable law, including the Australian Consumer Law, all express or implied representations and warranties (whether relating to fitness for purpose or performance, or otherwise) not expressly stated in these Terms and Conditions nor provided in writing are excluded and do not form part of any warranty with respect to the Service.
29. While IKEA will uses best endeavours to ensure that any designs, plans and drawings provided as part of the Services are compliant with all applicable laws, the Services must not be used for any undisclosed architectural or engineering purposes without the prior written consent of IKEA.
30. Whilst IKEA will use its best endeavours to take into consideration the indicative total budget for the installation, IKEA does not guarantee that the produced plan will always be within the customer's budget.

### **Obligations on the Customer**

31. The Customer must when requested provide all relevant documentation, information and assistance reasonably required for IKEA to perform the Services.

32. The Customer must provide all reasonable directions for the IKEA Kitchen Specialist to follow prior to entry to the property. The IKEA Kitchen Specialist will agree to all reasonable requests (e.g. entering through a particular door).
33. The Customer acknowledges that the IKEA Kitchen Specialist has the right to refuse to proceed with the Appointment on the day where:
- a. the Customer does not provide all relevant documentation and/or reasonable directions as requested by IKEA prior to the day of the Appointment,
  - b. the Customer is not present at the property at the allocated date and time,
  - c. the Customer is not the person who has authority to make the alternation decisions with respect to the property, and
  - d. the IKEA Kitchen Specialist has identified an obvious risk prior to entry of the property and/or when having entered the property identified an obvious risk, including (but not limited to), any safety concerns regarding pets and/or environmental hazards and obstacles that can cause falls.

Where the IKEA Kitchen Specialist has declined to enter the property a rebooking fee (**\$50**) is payable by the Customer to secure a further rebooking of the Appointment to continue the Services.

34. The Customer acknowledges that the IKEA Kitchen Specialist has the right to refuse to continue with the Appointment on the day if the IKEA Kitchen Specialist has been the subject to any inappropriate conduct exerted towards them (whether verbal and/or physical) by any person(s) at the property. The Customer acknowledges that IKEA may immediately terminate the Services due to any inappropriate conduct.
35. The Customer provides IKEA with a warranty that they are and/or have the authority of the legal owner of the property. The Customer warrants that they have the capacity to deal with the property as indicated by the scope of the Services. When requested, the Customer agrees to provide all information relevant for the IKEA Kitchen Specialist to be satisfied that the Customer has this requisite authority.
36. The Customer agrees to hold harmless IKEA and its officers, employees, agents and contractors from and against any loss (including reasonable legal costs) or liability incurred or suffered by any of those indemnified where such loss or liability was caused or contributed to by the Customer with respect to:
- a. Any action of trespass (or the like) in relation to the property for unlawful entry during the performance of the Service by the true legal and/or beneficial occupant of that property; and/or
  - b. A breach of these Terms and Conditions by the Customer that has reasonably caused a third-party to commence proceedings against IKEA in respect of the Service (including, but not limited to, any regulatory authority and/or otherwise).

### **Dormant Policy and non-communication**

37. If the Customer has not replied to any communications from IKEA for a period of 90 days or more, the project will be automatically archived and considered dormant by IKEA.
38. The Customer may elect voluntarily for their project to be marked as closed by IKEA. Should the Customer make this election, and subsequently request for the Services to recommence, IKEA may at its reasonable discretion impose that a rebooking is required (and subject to the **rebooking fee of \$50**).

### **Termination, Change of mind and Customer after-sales service**

39. Either party may terminate the Services for convenience at any time by providing 7 days written notice to the other party.
40. Where a Customer has reasonably claimed that the Services provided by the IKEA Kitchen Representative have not been delivered to a satisfactory standard, the Customer must contact the IKEA Remote Customer Meeting Point (**RCMP**).
41. Any change of mind regarding the IKEA products after payment has been made will be fully governed by IKEA's refund policy (found at the following link):  
<https://www.ikea.com/au/en/customer-service/knowledge/articles/d772848b-0c8c-4612-898d-f93d1cee8ge6.html>
42. Where RCMP has determined that the Service was not provided to the satisfactory standard, the Customer will be afforded their rights in accordance with the Australia Consumer Law to either:
  - a. A refund of the Service fee; and/or
  - b. The Services to be reperformed by another IKEA Kitchen Specialist.
43. Where a Customer terminates the Services for convenience and/or change of mind, no fees already paid by IKEA are refundable and no further fees will be collectable from the Customer.
44. Where the Customer terminates the Services prior to the first Appointment, IKEA at its sole discretion may cancel the Services and refund any unused Service fee or Rebooking fees when terminated by the Customer.

### **Governing Law**

45. These terms and conditions are governed by the laws applying in New South Wales, Australia.

### **Right to correct and adjust:**

46. While great care has been taken to ensure accuracy of all prices and descriptions, IKEA reserves the right to update these terms and conditions and recommends the Customer reviews these Terms and conditions prior to making payment for the Services for any updates. IKEA reserves the right to change the terms and conditions from time to time to reflect changes to the law or changes to our services.

## **Annexure A – Postcodes where the Service is offered**

6000, 6001, 6003, 6004, 6005, 6006, 6007, 6008, 6009, 6010, 6011, 6012, 6014, 6015, 6016, 6017, 6018, 6019, 6020, 6021, 6022, 6023, 6024, 6025, 6026, 6028, 6029, 6030, 6031, 6032, 6033, 6036, 6038, 6050, 6051, 6052, 6053, 6054, 6055, 6056, 6059, 6060, 6061, 6062, 6063, 6064, 6065, 6066, 6067, 6068, 6090, 6100, 6101, 6102, 6103, 6104, 6106, 6147, 6148, 6149, 6150, 6151, 6152, 6153, 6154, 6156, 6157, 6158, 6159, 6160