

## **IKEA Delivery Services**

## **Terms and Conditions**

IKEA provides delivery services for IKEA furniture and home furnishing products (**IKEA Products**), to assist customers to have their IKEA Products transported from an IKEA store to their home or office (**Delivery Services**).

- Terms and Conditions: These terms and conditions (Terms) form a legally binding contract between you, a customer who has elected to receive Delivery Services in relation to your purchase of an IKEA product ("Customer", "you" and "your"), and IKEA Pty Limited ("IKEA", "we", "us" and "our"). These Terms govern the Delivery Services to be provided to you. You are deemed to accept these Terms and Conditions when you place an order for Delivery Services.
- Subcontractors: We sub-contract the Delivery Services to our trusted transport service
  providers (TSP). Our TSP's will provide the Delivery Services to you, on IKEA's behalf.
  IKEA will always remain responsible for the performance of the Delivery Services to
  you.
- 3. **Preconditions to Services**: You acknowledge and agree that in order for the TSP to provide the Delivery Services:
  - (a) you must ensure that there is safe access to the Delivery Location (see clauses 11, 12, 13 and Error! Reference source not found. of these Terms);
  - (b) you must ensure that someone over the age of 18 is available to accept the Delivery Services at the Delivery Location at the time of delivery (except where Authority To Leave has been provided) ) (see clauses 6, 14 and 17 of these Terms); and
  - (c) you will be responsible for ensuring that you provide complete, correct and accurate information and instructions regarding your Delivery and the Delivery Location to enable us to provide the Delivery Services (see clauses 14 and 17 of these Terms).

Our TSPs may not be able to provide the Delivery Services if these conditions are not satisfied.

- 4. **Delivery Methods:** IKEA offers Customers two options for Delivery Services:
  - (a) "To The Door Delivery" (see clause 5) and
  - (b) "In The Home Delivery" (see clause 6) (the **Delivery Methods**).



You will be required to select a Delivery Method at the time of booking the Delivery Services.

- 5. **To The Door Delivery:** If you select "To The Door Delivery" at the time of purchasing your IKEA Products, the TSP will deliver your purchase to the front door of your nominated delivery address (**Delivery Location**). If your Delivery Location is a residential apartment or unit, the TSP will be unable to deliver to your individual residence within the building and will instead deliver to the front door of the foyer or building. If you book To the Door Delivery, you may also select the "Authority To Leave" option where the TSP will leave your delivery in a safe and secure location at the Delivery Location, if you are not home to accept delivery of the IKEA Products (see clause 10 of the Terms).
- 6. **In The Home Delivery:** If you select "In The Home Delivery" at the time of purchasing your IKEA Products, the TSP will deliver your IKEA Products to your Delivery Location. The TSP will carry the IKEA Product into a nominated room within the Delivery Location indicated by you at the time of booking the Delivery Services (**Room of Choice**). You will need to select one Room of Choice per delivery (even if there is more than one item within your delivery).
- 7. **Delivery Service Fee:** A fee is payable for the Delivery Services (**Delivery Service Fee**). For more information and the details of our Delivery Service Fees, please see: <u>Explore delivery Service options and pricing</u>.
  - Delivery Service Fees for In the Home Delivery and To the Door Delivery will differ. While great care has been taken to ensure the accuracy of all prices and descriptions, IKEA reserves the right to correct any errors and adjust prices (including GST or other statutory charges that are out of our control).
- 8. **Delivery dates:** You will be provided with an estimated delivery date at the time of booking the Delivery Services. The estimated delivery date (and if applicable any estimated delivery time on that date please refer to clause 14 for further information) is indicative only and the actual delivery date (or time if applicable) may differ. We will use our best endeavours to get your IKEA products delivered by the estimated delivery date, but there may be times where we are unable to deliver according to the estimated delivery date. You can track the status of your order by visiting <a href="http://www.ikea.com.au/track">http://www.ikea.com.au/track</a>.
- 9. **Changes to the Delivery Services:** To change your estimated delivery time (if applicable) or date, the Delivery Location or the Delivery Method, please contact the IKEA Customer Support Centre. Please contact us as soon as possible after placing the order for Delivery Services, but no less than 1-day prior to your estimated delivery date. We need to plan for the Delivery Services and to give our TSP's notice of any changes to the Delivery Services. Accordingly, additional charges may apply for any



late changes that are made to bookings for Delivery Services after this cut-off period. The Delivery Services Fee may also be varied if the Delivery Method or Delivery Location are revised. The IKEA Customer Support Centre will notify you of any additional fees, or refund that may apply. Revising your Delivery Location or chosen Delivery Method may result in a delay or change to your estimated delivery date.

10. **Authority to leave:** If you select the "authority to Leave" option (**Authority To Leave**) when booking a To The Door Delivery service and you are not present to receive the delivery on the delivery date, the TSP will leave your IKEA Products in a safe place at the Delivery Location. If the TSP determines that there is no safe place to leave the IKEA Products, the TSP will return the IKEA Products to IKEA. The IKEA Customer Support Centre will contact you to reschedule the delivery.

IKEA will not be responsible for any damaged or stolen IKEA Products where you have given Authority To Leave the IKEA Products in a particular location at the Delivery Location.

Authority to Leave is not available for In The Home Delivery.

- 11. **Delivery requirements:** You are responsible for ensuring that there is adequate, clear and safe space available for the IKEA Products to be delivered by the TSP. The Delivery Location and delivery details will need to be provided at the time of booking the Delivery Services (i.e. apartment or freestanding house, office building, the level on which the IKEA Products are to be delivered, parking arrangements at the Delivery Location etc). It is important that this information is provided, and accurate, to ensure that our TSP will have the appropriate resources to provide the Delivery Services at the nominated Delivery Location. The TSP will, acting reasonably, determine whether it is safe for the TSP to deliver Products at the Delivery Location.
- 12. **Delivery restrictions**: The TSP cannot deliver IKEA Products to a Delivery Location that is a worksite for incomplete residential or commercial premises. The Delivery Services are also not able to be delivered to P.O. Boxes.
- 13. **Access:** If the IKEA Products are to be delivered to a location other than on ground level at the Delivery Location (i.e. for In The Home Delivery), then you must ensure that sufficient access is available via a staircase or lift.
- 14. **Important information about the Delivery Location:** At the point of purchase, you will be asked to specify the Delivery Location (and if you select In The Home Delivery you will be required to select your Room of Choice (see clause 6). IKEA will not be liable for any incomplete, incorrect or inaccurate information or instructions. If the Delivery Location or Room of Choice changes, please contact the IKEA Australia Support Centre (see clause 26) to make arrangements for the revised Delivery Location. This may incur additional costs depending on the timing and place of the new Delivery Location.



Except where you have provided Authority to Leave for To the Door Delivery, you must ensure that someone over the age of 18 is available to accept the Delivery Services at the Delivery Location at the time of delivery.

- 15. **On the day of delivery**: All deliveries can be tracked. For deliveries where an estimated delivery time has been provided to you, our TSP will use their reasonable endeavours to contact you 30 minutes to 1 hour prior to the delivery time to give you advance notice of the expected delivery time for the Delivery Services. In the event of any unforeseen circumstances (such as truck breakdown, traffic accident, major traffic delays or severe weather), we will do our best to contact you to rearrange an alternative delivery timeslot or delivery date.
- 16. **Check the order:** Except where you have provided Authority To Leave for To The Door Delivery, on delivery, you or a representative will be required to check the IKEA Products, condition of the packaging and confirm that the correct number of IKEA Products have been delivered. If there are any discrepancies, you must:
  - (a) notify the driver who will then record the discrepancy, and
  - (b) notify the IKEA Customer Support Centre; as soon as possible (see clause 26).

For instances where you have provided Authority To Leave and there is a concern or discrepancy in relation to the IKEA Products delivered, you must notify the IKEA Customer Support Centre as soon as possible after inspecting the IKEA Products (see clause 26).

For any other problems with your order, please refer to <u>IKEA AU Return</u>, <u>exchange and</u> cancellation policy and see: Find out about returning a product.

## 17. If the delivery cannot be completed:

If there are access, space issues or other safety concerns or obstacles to the completion of the Delivery Services, the TSP will be unable to complete the Delivery Services, and the TSP may in its reasonable discretion:

- (a) for In The Home Delivery deliver the Products to another agreed safe location at the same Delivery Location (if safe to do so) by agreement with you; or
- (b) for In The Home Delivery and To The Door Delivery return the Products to IKEA.

In that case, the IKEA Customer Support Centre will contact you to reschedule the Delivery Services or to make alternative arrangements in connection with the IKEA Products. You may be charged a subsequent Delivery Service Fee, if the TSP is unable to complete the delivery due to access, space issues or other safety concerns.

If the TSP is unable to complete the Delivery Services due to you or your representative not being home or due to you providing us with incomplete or incorrect delivery



information, you will have a 7-day period from the initial delivery date to reschedule your delivery. You may be charged an additional Delivery Service Fee. To reschedule delivery outside of this 7-day period, your order will need to be cancelled. The cost of the IKEA Product will be refunded to you, using your original payment method. The Delivery Service Fee will not be refundable in these circumstances, as our TSP will have attempted to complete the Delivery Service.

To reschedule a missed delivery, you may contact the IKEA Customer Support Centre.

- 18. **Cancelling Delivery Services:** If you cancel the Delivery Services on the same day that the Delivery Services were booked and paid for (by calling the IKEA Customer Support Centre), you will receive a full refund of the Delivery Service Fee. If any changes are made to the Delivery Services after the day of the Delivery Services were booked, the full Delivery Service Fee may not be able to be refunded (if, for example, our TSP has already been booked to provide the Delivery Services). Our IKEA Customer Support Centre will be able to discuss the Delivery Services Fee with you.
- 19. **Our liability:** To the extent permitted by applicable law, IKEA will not be liable to you for any loss or damages of any kind, including without limitation for any indirect, special or consequential damages, arising out of or in connection with the Delivery Services or a delay in the Delivery Services except to the extent that any such loss or damages was caused directly by IKEA's negligence or wilful omission.

Nothing in these Terms and Conditions excludes, restricts or modifies rights you may have under the Australian Consumer Law or any other law in relation to the goods or services provided by IKEA.

- 20. **Consumer Guarantees**: Our goods and services 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 choose a refund or replacement for major failures with goods or services.

If a failure with the goods or a service does not amount to a major failure, you are entitled to have the failure rectified in a reasonable time. If this is not done, you are entitled to a refund for the goods and to cancel the contract for the service and obtain a refund of any unused portion.

You are entitled to be compensated for any other reasonably foreseeable loss or damage from a failure in the goods or service.



- 21. **Return Options:** IKEA offers the following return options:
  - (a) you can always bring the IKEA Product(s) you wish to return to any IKEA store in Australia with the original proof of purchase and the payment card you used to pay for your IKEA Products.
  - (b) IKEA also offers to collect the IKEA Product(s) that you may wish to return. A collection fee for the cost of returning the IKEA Product(s) will apply for change of mind refunds. The fee is the same cost as the corresponding Delivery Service Fee. To arrange a collection, please contact the IKEA Customer Service Centre for assistance.

For further information please see our IKEA AU Return, exchange and cancellation policy at <u>Customer service and Services</u> or contact our Customer Service Centre (see details below).

Any IKEA Products to be collected for return must be completely disassembled prior to return pickup by our TSP. If the IKEA product is not disassembled before your return pickup window, the TSP may not be able to collect the returned IKEA Product, and an additional fee may be payable when securing a subsequent return pickup date.

22. **As-Is items:** If the IKEA Product purchased is an As-Is item, these items may be imperfect and/or already assembled. As-Is items are supplied subject to the <u>As-Is Online Terms</u>. If the As-Is Product requires additional care (such as extra packaging to ensure safe transport or similar) due to the imperfections or the fact that it is already assembled at the time of collection by the TSP for delivery to you, IKEA may charge an extra fee for packaging the As-Is items prior to transport. You will be notified of any additional charges prior to completion of the booking for the Delivery Services and will be asked for agreement as to the proposed Delivery Service Fee for the relevant As-Is item.

All reasonable care will be taken in order to deliver the As-Is items in the same condition that it was purchased. You acknowledge that As-Is items may already have minor damage, or be assembled prior to the commencement of the Delivery Services and in that case, IKEA and its TSP will not be liable for the pre-existing damage or imperfections (subject to any warranties that cannot be excluded under applicable laws).

- 23. **Damaged or missing items:** In the unlikely event that IKEA Products are missing or damaged when delivered to you, IKEA will replace any missing items and organise for any incorrect or damaged items to be returned and to be replaced at no cost to you.
- 24. **Personal Information**: We will need to collect personal information from you in order for you to be provided the Delivery Services. IKEA will store, process and use your personal data in accordance with the <a href="IKEA Privacy Policy">IKEA Privacy Policy</a>. You consent to IKEA sharing



- your personal information with the TSP in order for the TSP to provide the Delivery Services to you.
- 25. **Applicable law and disputes:** These Terms are governed by the law of New South Wales, Australia. IKEA encourages complaints and any disputes to be addressed through the IKEA Customer Support Centre (see clause 26). In the case of any dispute that cannot be resolved by the IKEA Customer Support Centre, each party submits to the non-exclusive jurisdiction of the courts of New South Wales.
- 26. **Contacting us:** In case you have feedback, comments or questions regarding the Delivery Services, please contact IKEA Customer Support Centre online here or by phone:

State / Territory	Contact number
NSW / ACT	(02) 8020 6641
VIC / TAS	(03) 8523 2154
QLD / NT	(07) 3380 6800
SA	(08) 8234 3333
WA	(08) 8234 3944