

GFH Customer Agreement

1. Introduction	2
2.1 Access fee and conditions	2
2.2 Additional Fees.....	3
i) Disassembly	3
ii) Transport / Delivery.....	3
iii) Reassembly.....	4
iv) Storage.....	4
3. Registration	5
3.1 Registering for use	5
3.2 Eligibility to participate	5
3.3 Registration process.....	6
4. Item quantity guarantee.....	6
5. Item status and quality	6
6. Customers' obligations for 'pick ups'.....	7
7. GHF storage terms.....	7
7.1 Storage basis.....	7
7.2 Storage term.....	7
7.3 Storage access and conditions.....	7
8. WH&S Terms.....	8
9. Insurance.....	8
10. Loss or Damage	8
11. Complaints handling.....	9
12. Technical issues	9
13. Indemnity.....	9
14. Governing law.....	10
15. Variations and Waiver	10

1. Introduction

Welcome to the Green Furniture Hub (GFH) website and thanks for signing up to access our free furniture, fixtures, and equipment (FF&E) [otherwise referred to as 'items'] service.

This Customer Agreement is effective from 1 November 2018 and by using the GFH website and services, you (the customer) agree to the following Terms and Conditions.

The entity you are engaging with is Swarm Investments Pty Ltd trading as Green Furniture Hub (ABN 13 611 268 770).

Should you have any questions relating to this Customer Agreement, please contact us by emailing support@greenfurniturehub.com.au

2. Fees and services

Selecting the furniture, fixtures, and equipment (FF&E) items on the GFH website, attracts a marketplace access fee. The access fee is charged per 15m³ volume increments, which is approximately the volume capacity of a three-tonne truck. Customers can fill up their carts with whatever items they wish from the listed furniture within each 15m³ volume increment.

All items listed on the website include an estimated volume, which helps keep track of your volume balance. The fees and conditions of this allowance are outlined in the table below.

Every item on our website is free i.e. there is no prescribed price. However, certain items do attract handling fees (disassembly and reassembly where applicable) and our delivery services are also chargeable. These are explained further in the Additional Fees section of this Agreement.

2.1 Access fee and conditions

Access	Fee	Conditions
Business	\$250	<p>Entitlement The fee is charged at the date and time of confirming your product order. Any unused volume from the 15m³ is available for the following month, usually 30 days.</p> <p>If you select more items than the 15m³ balance, the system will adjust the volume fee accordingly. The fee and is calculated according to each truck load (15m³ increment) required to complete your order. The unused 'Top Up' balance of the 15m³ increment remains active for the following 30 days.</p> <p>Monthly volume expiry If you do not use your allocated 15m³ within your 30-day credit period, your allocation will expire. There will be no month-to-month roll over of any unused cubic metre balance.</p> <p>Completion of the plan Should you wish to use the GFH service again after your volume expiry, simply log back on to the website and start selecting items. At the checkout you will be charged an access fee for each truckload (15m³ increment) required to complete your order.</p>

Charity	N/A	<p>Should your organisation be a charity, that is, registered with the Australian Charities and Not-for-profits Commission (ACNC), then you are welcome to subscribe to the GFH website service free-of-charge. You will be entitled to 15m³ as a Charity, however should you select more than 15m³ there will be a 'top up' charge of \$250 for the next volume credit.</p> <p>GFH may require documented evidence that your charity is registered with ACNC.</p> <p>Please contact GFH through our website via if you have any questions.</p>
Promotional plans	Varying	<p>From time to time, GFH may offer a promotional plan. By opting in to the promotional plan, you agree to the following:</p> <ul style="list-style-type: none"> • you will be entitled to the volume credit specified in the plan for a specified period. • should you select items that incur a disassembly fee, you will be charged accordingly • if you opt to have the items delivered or stored, charges will apply

From time to time, GFH may alter the price of the access fee or the cubic metre allocation linked with the access fee. We will communicate any price or volume changes to you in advance of the change and, if applicable, how to accept those changes.

Price changes or cubic metre allocation changes will take effect at the expiry of your current access fee period.

2.2 Additional Fees

Additional fees may apply to the handling of the items, such as disassembly, transport, or reassembly. Storage fees also apply should you wish to have your items stored/warehoused by GFH.

i) Disassembly

Where required, items such as boardroom tables, meeting room tables or corner desks will require disassembly for handling and delivery. Should disassembly be required, a disassembly fee is applied (it is usually around \$25, however the disassembly of more complex items may attract a higher fee).

These fees appear in the GFH website 'checkout' process next to the relevant items.

ii) Transport / Delivery

Transport fees will apply if you require GFH to deliver the items to your nominated delivery address (rather than picking up the items yourself or via your own courier).

If the distance is within 50km, our delivery fees are calculated using a cubic metre rate (or a minimum \$20 charge). Long distances fees apply for deliveries outside the 50km zone.

If you select items from an interstate location, then interstate freight fees will apply.

Our delivery fees are based on the following assumptions:

- there is good access for the unloading of items, including clear access to lifts if relevant
- it is the customer's responsibility to alert GFH to any potential unloading issues prior to delivery
- further charges may be applied should our delivery staff encounter any issues which cause undue delays, such as stairs to climb.

GFH is authorised to deliver the items at any address nominated by the customers to GFH for that purpose.

If the customer's nominated address is unattended when delivery is attempted, or if for any other reason GFH is unable to effect delivery of the items, or is delayed in so doing, GFH staff shall be entitled to dispose of the items in a manner they see as reasonable.

The customer shall be responsible for any charges that may apply and indemnifies GFH for any other costs or expenses incurred as a result thereof.

iii) Reassembly

Customers have the option to choose reassembly of the items at their delivery address. Charges apply.

Reassembly will only be available on items that are delivered by GFH, otherwise reassembly is the customer's responsibility. Reassembly usually attracts a higher fee than disassembly to reflect the extra labour time to make the item operational again. The reassembly fee is usually \$50 - \$100, however the reassembly of more complex items may attract a higher fee.

These fees appear in the GFH website 'checkout' process next to the relevant items.

iv) Storage

GFH offers customers a storage / warehousing solution. This may be particularly useful for customers who wish to secure items that are available earlier than required or have a use for them.

The storage option is offered underneath the pickup and delivery options in the GFH 'checkout' process. The storage 'start date' will be the next business day after the closing of the item's listing period. The customer will then be required to nominate the storage end date.

The storage costs are calculated using:

- a weekly rate (charged at minimum of 10m³), plus
- two delivery costs:
 - delivery to the GFH storage location, and
 - delivery from GFH storage to the customer's nominated delivery address, plus
- reassembly (if applicable and chosen).

GFH Storage Terms can be found [here](#) (see Section 7)

Should you have any questions about GFH storage / warehousing options, please contact GFH at enquiries@greenfurniturehub.com.au.

3. Registration

3.1 Registering for use

- a) You must register your email address with us to order items from the GFH marketplace and service.
- b) You must not use any false or misleading information when registering for an account or using the GFH Service. Your obligations to us will not be reduced in the event that you do provide us with such information.
- c) You must update your account if any of your details change. We are not responsible for any loss or damage (including misdirected emails or deliveries) which may occur because you did not provide us with complete or accurate information.
- d) When you complete your order and establish an account with GFH, you must choose a username (email address) and password. You are responsible for the security of your username and password. You will be responsible for any use of the GFH service where we can prove that access to, and use of, the GFH service was authorised by you or caused by your failure to properly secure your account and password details. This may include if you have failed to choose a strong password, or you have kept a written record of your account details that can be viewed by others. You must notify us immediately if you become aware of any unauthorised use of your user name or password or of any other security breach.
- e) We will send any relevant notices and communications to you via email, including information regarding:
 - i) Order Confirmation for your 'Selected Items'
 - ii) the status of your pickup / delivery (if applicable);
 - iii) a copy of your invoice (if applicable);
 - iv) offers of promotional items, unless you tell us you do not wish to receive these communications; and
 - v) requests for customer feedback.
- f) We accept no responsibility for any loss or damage incurred if you do not receive a notification or communication from us.
- g) You can request to close your account by emailing us at enquiries@greenfurniturehub.com.au.
- h) We will only close your account if:
 - i) any Order Confirmation in which you have confirmed has finalised;
 - ii) we have received, in cleared funds, all amounts you owe us.

3.2 Eligibility to participate

You must not use the service if you are:

- a) under 18 years of age
- b) an undischarged bankrupt, or
- c) an organisation under any type of insolvency proceedings or administration.

3.3 Order completion process

You must provide us with details of a valid credit / debit card to complete your order on the GFH website. By completing your order, you authorise us to process the transactions charges.

4. Item quantity guarantee

GFH aims to grow the number of our corporate partners every month to ensure an ongoing supply of available items.

Customers accept that the number of items available at any one time will fluctuate. Reasons for this fluctuation include (but are not limited to) the scale of our partners' relocation projects, the timing in which the items are listed on our website prior to the partner's move / refurbishment, and the number of active customers selecting items.

The customer accepts that there may be instances where the current owner of the items has a 'change of mind' prior to their office relocation / refurbishment. Consequently, the item(s) you have selected may not be available on the day of pickup or delivery. GFH does not take responsibility for the owner's change of mind. However, a GFH team member will attempt to secure a like-item for pickup / delivery, should one be available at this particular location.

5. Item status and quality

GFH does not have legal ownership of any items listed on the GFH website. As a consequence, GFH is not responsible for, or guarantee, the quality, working order, safety or legality of items advertised. The owner of the furniture does not pass on to customers any product warranties, certificates of authenticity or insurances. A customer accepts that the items are pre-used and accepts any risks associated with further use of the item. GFH will not be liable for any injury or loss associated with the customer's future use of the item.

Where required, it is the customer's responsibility to engage a specialist tradesperson, such as an electrician or plumber to complete item installation.

Prior to listing an item of the GFH website, the GFH team inspects, grades, catalogues and photographs the item. GFH aims to only list items for reuse that we determine to be in good or excellent condition. GFH takes no responsibility for any differences in colour or condition in which the item appears online to that of which it appears in person.

Items are listed in advance of our partner's relocation / refurbishment project and in many situations months in advance. While GFH aims to only make items available that are in good or excellent condition, customers accept that the condition may change from the time of its website listing. Furthermore, GFH takes no responsibility for any damage incurred during the dismantling or handling process prior to pick up, delivery or into storage.

6. Customers' obligations for 'pick ups'

During the checkout process and if the 'pick up' option is available, customers will nominate their preferred pickup dates and times from a pre-loaded calendar. This calendar mirrors the make-good or refurbishment schedule of the 'location's owner' who is supplying their items for reuse on the GFH website.

Therefore, it is the customer's responsibility to ensure they arrive on time. GFH reserves the right to return your allotted items back to the marketplace (website) or make available to another customer on the allotted pickup day, should the customer fail to collect the items or arrive late to the pickup location.

Customers must ensure their vehicle has enough load capacity to transport their selected items. It is also the customer's responsibility to ensure that their vehicle's size is within the vehicle size limits allowed to access the building's loading dock (these details will be supplied to you by GFH on checkout).

The customer is responsible for any damage they (or their vehicle) cause at the pickup location.

Should the customer arrange their own courier to retrieve the items from the pickup location, the customer is responsible for:

- ensuring the courier presents the GFH Order Confirmation (via a mobile device or printed document)
- ensuring the courier arrives at the correct location and allotted timeslot
- ensuring the courier has an appropriately sized vehicle to collect the items
- any damage that the courier may cause at the pickup location

7. GHF storage terms

7.1 Storage basis

- a) The items are stored with GFH and GHH accepts no liability for the items whatsoever.
- b) If the customer requests a preferred method of storage, one that is not offered by GFH within standard practice, GFH will make every reasonable attempt to adopt the preferred method, however if it is not achievable GFH may use any method of storage.

7.2 Storage term

- a) Unless otherwise agreed in writing, storage will continue after the period preselected on the GFH website and will be charged at an ongoing daily rate.

7.3 Storage access and conditions

- a) The customer has right to attend GFH's storage facility for the purpose of inspecting items subject to:
 - i) providing at least two (2) business days' notice to GFH and GFH being present for the duration of the inspection.
 - ii) following the site rules and induction requirements of GFH, which are available on request.
 - iii) no items being removed or added to Storage

- b) The customer or their agent or representatives are not permitted to deliver to or collect from GFH's storage facility without prior notice and is subject to approval by GFH.

8. WH&S Terms

Work Health & Safety - ITEM PICKUP & REUSE

GFH warn customers that all items on the GFH website may not be fit for use in a workplace. It is the customer's responsibility to ensure that it is brought to a state necessary to comply with the Work Health & Safety Act and is fit for purpose. The cost and responsibility for all aspects of item pickup lies with the customer.

All pickups undertaken by the customer or his/her agent must be in accordance with relevant site and/or industry WH&S conditions as well as to the instructions of GFH and our partners.

A summary of these types of enforceable requirements is as follows:

- persons under the age of 18 years of age will not be permitted on site unless accompanied and supervised by an adult at all times
- it is a condition of entry to site's loading dock that all visitors comply with any directions given by GFH staff or representatives
- pickups undertaken at this site must be done in a manner compliant with all Work Health & Safety legislation
- GFH will specify, based on the possible hazards present on the site, the mandatory personal protective equipment required to be worn prior to approval being given for entry to the site's loading dock, e.g. safety footwear, safety eyewear, hard hats etc.

9. Insurance

Should the customer wish to obtain insurance for the items while they are in the possession or control of GFH, expense of such insurance shall be borne by the customer.

GFH will not affect any insurance of the items unless otherwise expressly agreed in writing. Without limiting the generality of this clause, GFH will not affect insurance whilst items are in storage.

10. Loss or Damage

10.1 Unless otherwise agreed in writing, the items are earned at the risk of the customer and GFH accepts no responsibility in tort or contract or otherwise for any loss or destruction of, or damage to, or mis-delivery or failure to deliver, or delay in delivery of items either in transit or in storage, whatever the reason.

10.2 The customer agrees to indemnify GFH against all loss, damage and expense sustained by any person (including GFH) by reason of any such loss, damage, mis-delivery, non-delivery or delay in delivery as mentioned in Clause 10.1.

11. Complaints handling

GFH aims to deliver an outstanding level of service to our customers. In the event you do wish to comment about any aspect of our service, please send an email to support@greenfurniturehub.com.au. We ask you to clearly outline your issue and provide your contact details.

GFH will then:

- a) aim to have a GFH team member respond to your email or contact you via phone within 24 hours
- b) work very hard to resolve the issue and keep you up to date throughout the process.

Legal disputes

If a dispute arises between GFH and yourself, our goal is to provide you with a neutral and cost-effective means of resolving the dispute as quickly as possible. We strongly encourage you to first [contact us](#) to seek a resolution.

We will consider reasonable requests to resolve the dispute through alternative dispute resolution procedures, such as mediation or arbitration, as alternatives to litigation.

12. Technical issues

From time to time, you may experience some technical issues with our GFH website. If website features are loading slowly or unavailable, we might be carrying out scheduled maintenance. Alternatively, you can try clearing your browser's cache and cookies. How to clear cache and cookies depends on which browser you use.

Recommended browsers

The GFH website is designed to work with most browsers, but if you're using an older version of a browser, or an unsupported browser, your webpages might not display as quickly and some functions and features might not work well.

The recommended browsers to view the GFH website include:

- Windows Devices: [Google Chrome](#), Microsoft Edge, [Mozilla Firefox](#) or [Apple Safari](#) for Windows (latest versions), or [Microsoft Internet Explorer](#) (now replaced by Microsoft Edge)
- Mac Devices: [Apple Safari](#) or [Mozilla Firefox](#) (latest versions)

Our website has been designed to be responsive to the size of the device in which you are using to browse our GFH website.

13. Indemnity

You will indemnify us (and our officers, directors, agents, subsidiaries, joint venturers and employees) against any claim or demand. This included legal fees and costs, of any claim or demand made against us by any third party due to or arising out of your breach of this Agreement, or your infringement of any law or the rights of a third party in the course of using the GFH website services.

14. Governing law

This Agreement is governed by and will be construed according to the laws of New South Wales and is subject to the jurisdiction of the courts of New South Wales.

15. Variations and Waiver

- a) GFH may vary these terms and conditions at any time by giving appropriate notice of proposed changes through the company's website. Any use of the service by a customer after any variation to the terms and conditions becomes effective will be deemed to constitute acceptance of the variations thereto, and any service supplied will be supplied on the terms and conditions as varied. If the customer does not accept any variation to the terms and conditions, the customer should terminate the customer's participation in the service.
- b) GFH is not bound by any waiver, discharge or release of a condition or any agreement which varies these terms and conditions unless it is in writing and signed for by GFH by an authorised officer. If GFH waives a breach of a condition the waiver does not operate as a waiver of another breach of the same or any other condition or as a continuing waiver.