



# ***TERMS AND CONDITIONS***

## **Introduction**

These Terms and Conditions govern the use of [www.lombard.com.au](http://www.lombard.com.au) ("the website") and the purchase of any goods from it. The website is owned and operated by Lombard The Paper People Pty Ltd ABN 77 004 757 662.

If you need more assistance you can always contact our Customer Service Team on 03 8331 1111 between 8am - 6pm AEST Monday to Friday (*excluding public holidays*), or email [lombard@lombard.com.au](mailto:lombard@lombard.com.au).

## **Acknowledgment and acceptance of Terms and Conditions**

Please note that by accessing, using or browsing this website you agree to be bound by its terms, conditions, disclaimers and limitations of liability ("Terms and Conditions"). Lombard The Paper People reserves the right to amend or update such terms, conditions, disclaimers and limitations of liability at any time without providing notice to you. By using the website, you acknowledge that you have read and understood these Terms and Conditions.

## **Limitation of Liability**

Any liability of Lombard The Paper People in connection with goods or services supplied to you will, subject to any non-excludable liability for breach of conditions or warranties implied by legislation and to the maximum extent permitted by law, at the election of Lombard The Paper People be limited to:

1. in relation to goods, the replacement or repair of the goods, the supply of equivalent goods, the payment of the cost of replacing or repairing the goods or the payment of the cost of obtaining equivalent goods; and
2. in relation to services, the supplying of the services again or the payment of the cost of having the services supplied again.

## **Disclaimer**

The information contained on the website is provided by Lombard The Paper People in good faith. To the best of Lombard The Paper People's knowledge, the information is accurate and current.

To the fullest extent permitted by applicable law, Lombard The Paper People disclaims all representations and warranties, express or implied, including but not limited to implied warranties of merchantability and fitness for a particular purpose and non-infringement. Lombard The Paper People makes no warranty that this website, any information or ideas contained on this website or any products or services will meet your requirements.

You expressly acknowledge and agree that Lombard The Paper People does not control other users of this website, the providers of information or ideas to this website or the suppliers of goods and services purchased from this website, and Lombard The Paper People is therefore not liable for their opinions or their behaviour, including any information or advice provided by them or any defamatory statements made by them or any offensive conduct on their part.

You further acknowledge and agree that, subject to the section dealing with "Limitation of Liability", Lombard The Paper People will not be liable to you or any other person for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to damages for product liability, personal injury or negligence resulting from use of goods or services supplied to you, or on behalf of you, through the website.

## Copyright

Copyright in the [www.lombard.com.au](http://www.lombard.com.au) website is property of Lombard The Paper People Pty Ltd. Material on this website also comprises copyright material, trademarks and registered trademarks which are the property of Lombard The Paper People and third parties. This property may only be used for the purposes of browsing the [www.lombard.com.au](http://www.lombard.com.au) website and acquiring goods and services of [www.lombard.com.au](http://www.lombard.com.au).

## Applicable Law

These Terms and Conditions are governed by the laws in force in Victoria, Australia and you irrevocably and unconditionally submit to the non-exclusive jurisdiction of the courts of Victoria, Australia and any courts, which may hear appeals from those courts.

## Information Provided by You

If you purchase goods and services from [www.lombard.com.au](http://www.lombard.com.au) or create a membership account with us, we may require you to provide your name, address, email address, credit card number or other details ("customer information"). We may subsequently require further details to enable the processing of any orders that you make. You agree to provide Lombard The Paper People with current, complete and accurate customer information when asked to do so by the website or an employee of Lombard The Paper People.

## Virus Warning

All care is taken to ensure that the [www.lombard.com.au](http://www.lombard.com.au) website and data transmissions are free from viruses. However, it is your responsibility to scan any such data for viruses.

## Privacy Policy

We treat all customer information in accordance with our Privacy Policy. Our Privacy Policy constitutes part of these Terms and Conditions:

At Lombard The Paper People, we would like to assure you that we take your information and privacy very seriously.

For Lombard The Paper People to process your order, we need information such as your name, email or contact number, delivery address and payment details. Other information will also be collected with your permission from time to time. This will normally include preferences such as likes or dislikes. Outside of information that you enter on the web site, we also receive and store certain types of information when you interact with [www.lombard.com.au](http://www.lombard.com.au), this is provided through the use of Cookies.

## What are Cookies?

- Cookies are alphanumeric identifiers that are placed on your computer's hard drive through your web browser.
- Cookies enable our systems to recognise your browser and welcome you back to the Store.
- By disabling cookies, you will not be able to participate in some of the features offered by [www.lombard.com.au](http://www.lombard.com.au)
- Most Internet browsers are pre-set to accept cookies. If you prefer not to receive cookies, you can adjust your Internet browser to disable or to warn you when cookies are used. As there are many browsers in the marketplace, the easiest way to change your settings is by searching for Cookies in your Help/Contents and Index option on your browser.
- We recommend that you leave your Cookies enabled otherwise, you will not be able to shop with us.
- Our cookies don't send us back any information about your computer or any other information on your hard drive.

## How do we use the information?

Information that you have provided us will be used in four ways:

- To enhance your shopping experience
- To communicate to you new products and services and also at times, the opportunity to up take on special promotions or offers. You have the option to opt-out of this communication by replying to the communication with an unsubscribe message or to change your preferences through My Account
- To communicate issues or opportunities regarding the business or operations of Lombard The Paper People Pty Ltd
- To generate a holistic but anonymous view of the [www.lombard.com.au](http://www.lombard.com.au) customer base.  
This information will allow us to analyse trends and demographics to help [www.lombard.com.au](http://www.lombard.com.au) improve on the services provided

It is important to note that we send periodical communications to people who have "opted in" to receive email updates about products and special offers, and retain the right to inform our customers of changes in our business operations from time to time. We intend to honor our members' rights to privacy and do not set out to "spam" our members in any way.

## Disclosing Your Information

### Partners

Third party companies and individuals have been engaged to perform functions on behalf of Lombard The Paper People. Functions such as fulfilling and delivery of purchases, credit card payment authorisation, trend analysis, marketing and promotions, but all information will only be used to perform their appropriate functions and not for other usage.

### Authorities

Lombard The Paper People will pass on any information relating to suspected fraudulent activity to appropriate authorities

### Verification of Members

We do use various details to verify information given to us by our members. At times, we use:

- names on member accounts to compare with information on credit cards
- we use member phone numbers and email addresses provided to us to communicate with customers about payments
- we use member addresses to check against credit card billing addresses etc
- in cases where fraud or other crime is suspected, we do communicate with Police, Banks and other relevant authorities
- Many of these checks are done manually and communication is handled carefully by a member of Lombard The Paper People customer service team.
- Lost login and Password Details

All information is kept private. Many members often forget details such as their passwords. We do not distribute these either via telephone or email. The customer is informed of their "Password Reminder" rather than the actual password being given out.

## Information Security

- All information submitted to [www.lombard.com.au](http://www.lombard.com.au) is secured using Secure Sockets Layer (SSL) software.
- Information sitting on the [www.lombard.com.au](http://www.lombard.com.au) website is protected by state-of-the-art encryption and firewall technology

## Accessing Your Information

- Personal information provided by you can be viewed and changed by you if information provided is incorrect or out of date.
- [www.lombard.com.au](http://www.lombard.com.au) provides you with the following tools to manage your information, the tools will evolve as the [www.lombard.com.au](http://www.lombard.com.au) website evolves:
  - My Account (To manage all personal details)
  - If you need more assistance you can always contact our Customer Service team on 03 8331 1111 between 8am - 6pm AEST Monday to Friday (excluding public holidays), or email [lombard@lombard.com.au](mailto:lombard@lombard.com.au)

## Children's Privacy

It is important that any information provided or purchases made by children have the consent of parents or guardians.

### Other Privacy information you should be aware of

Sign out or close your browser once you have finished shopping within [www.lombard.com.au](http://www.lombard.com.au).

This is to ensure that others cannot access your personal information and correspondence.

If you share a computer with someone or are using a computer in a public place like a library or Internet café you as an individual are responsible for the security of and access to your computer.

- You are solely responsible for maintaining the secrecy of your username and passwords and any account information. Please be careful and responsible whenever you are using the Internet and [www.lombard.com.au](http://www.lombard.com.au).
- Further Privacy information can be obtained on the Australian Privacy Commissioner's Web Site

If you need more assistance you can always contact our Customer Service team on 03 8331 1111 between 8am - 6pm AEST Monday to Friday (excluding public holidays), or email [lombard@lombard.com.au](mailto:lombard@lombard.com.au).

## Membership

A [www.lombard.com.au](http://www.lombard.com.au) member may not have more than one active membership, whether this is by use of name, email address, an alias or combination thereof. If you breach this condition, you may be liable for the recovery of any benefits obtained this way, such as promotional benefits and the value therein.

Membership accounts are non-transferable. You may update, edit or terminate your membership account at any time. You agree to maintain and update the information as supplied by yourself to ensure accuracy at all times.

As a [www.lombard.com.au](http://www.lombard.com.au) member, you are responsible for maintaining the confidentiality of your own membership account and password. You agree to take responsibility for all activities that occur under your membership account and password.

## Product Information

Prices of goods and services and delivery and other charges displayed on the [www.lombard.com.au](http://www.lombard.com.au) website are current at the time of display. These prices are subject to variation without notice.

We do not warrant that a particular product is available or suitable for your purposes. When necessary we have the right to make substitutions without notice of an equal or greater value.

Photos depicted on the website are a guideline only. Designs and colours may vary depending on supplies.

We will always attempt to be as accurate as possible with our product descriptions and pricing. However, we are unable to warrant that product descriptions or other content of the website is accurate, complete, reliable, current or error free.

## **Placing and Accepting Orders**

Orders will not be dispatched until payment in full has been received and Lombard The Paper People is satisfied with the integrity of the order.

Without limiting the operation of any other Terms and Conditions herein, Lombard The Paper People is not responsible for any loss or damage caused by late delivery or cancellation of an order or a product.

Placement of an order by you constitutes an offer to enter into an agreement with us ("your offer"). We will email you an Order Confirmation for the sole purpose of confirming the details of your offer. Please note that our Order Confirmation does not constitute an acceptance of your offer or reflect the status of your order in any way.

## **Cancellation by Us**

We reserve the right not to provide goods or services, terminate membership accounts, remove or edit content or cancel orders (or part thereof) at our sole discretion at any time. Without limiting the operation of any other Terms and Conditions herein, we will not be held liable for loss or damage arising from the exercising of these rights.

## **Cancellation by You**

If you need to cancel an order, please contact us immediately on 03 8331 1111 or [lombard@lombard.com.au](mailto:lombard@lombard.com.au). Our agreement with you only comes into existence once we have both confirmed your order and your payment has been processed. Once we have accepted payment for an order, cancellation of the order is within our sole discretion.

Orders that cannot be cancelled will be subject to our terms, conditions and policies relating to Returns and Exchanges.

## **Delivery**

It is your obligation to enter the correct delivery address details at the time of ordering. Should you enter the wrong address, we are not obliged to re-send the order to the correct address at our expense.

We allow up to 14 working days for delivery from the order confirmation date. While we make every effort to deliver by this time, all dates specified are estimates only. We have aligned ourselves with courier partners who we believe will always do their best to deliver products by the estimated delivery date.

It is the responsibility of the customer to inform Lombard The paper People if an order does not arrive. Once we learn an order has not arrived by the due date, we will lodge enquiries with the courier to ensure delivery occurs as soon as possible. We will not be held liable for any loss or damage resulting from late delivery.

Please note that if an item has been lost in transit, we will not dispatch a replacement item immediately. Replacement items will be dispatched according to our discretion.

As a guide only, our couriers attempt to deliver to business addresses between 9am and 5pm, and to home addresses up until 6pm. Unfortunately, we are unable to give a guaranteed time of delivery.

Upon delivery of your order you agree that we have satisfied the condition where a signature has been received from the recipient, appropriate agent or proxy recipient of the order (chosen at the courier partner's discretion). This includes, but is not limited to, a hotel or office receptionist signing on receipt of delivery at the specified address. You agree that in doing so we have delivered the order within the terms of the agreement between you and us.

Without limiting the operation of any other Terms and Conditions herein, we will not accept liability for any loss or damage arising from a late delivery.

Without limiting the operation of any other Terms and Conditions herein, you agree that late delivery does not constitute a failure of our agreement, and does not entitle you to cancellation of an order. Without limiting the operation of any other Terms and Conditions herein, we will not accept liability for any loss or damage arising from items lost, stolen or damaged after delivery has taken place.

## **Returns and Exchanges**

You may return an item that has been purchased from [www.lombard.com.au](http://www.lombard.com.au), please refer to the "Returns and Refunds" section on the website.

Please keep the appropriate proof of return, otherwise, if the returned item goes missing in transit to us, we will deem you not to have returned the item.

It is your responsibility to ensure the goods are adequately packaged to ensure that they are not damaged during return transit.

Except where required by law, all returned products must be:

1. Unused, unopened and in original condition
2. Undamaged
3. Returned within 30 days of delivery
4. In a saleable condition upon return

## **Goods Damaged or Faulty on Delivery**

Except where required by law, you must return damaged goods within 14 days of receipt.

In the event that you receive a defective or damaged product, we will refund the original product price, delivery and other fees via the original method of payment. Alternatively, if you request a replacement, we will dispatch your replacement item (subject to availability) once we receive the return, at our cost.

Please note that all products that are found to be non-defective will incur the delivery costs of returning the item to Lombard The Paper People.

## **Promotions and Competitions**

Other Terms and Conditions not listed herein and applying to [www.lombard.com.au](http://www.lombard.com.au) promotions and competitions are incorporated into these terms and conditions. Unless expressly stated, to the extent that the other Terms and Conditions are not incompatible with the Terms and Conditions herein, the other Terms and Conditions will be in addition to the Terms and Conditions herein. To the extent that the other Terms and Conditions are incompatible with the Terms and Conditions herein, the other Terms and Conditions shall prevail.

Should you object to any of these Terms and Conditions (including any subsequent amendments), you must immediately discontinue using this website.

## **Suppliers**

If you enter into a transaction through Lombard The Paper People to purchase services or vouchers for those services supplied directly by a third party, Lombard The Paper People is not responsible for the provision of those services or for any misunderstanding between you and the supplier.

In all arrangements involving the direct provision of services by third parties, Lombard The Paper People accepts no liability of any kind in connection with or arising from such an arrangement.

## **Release and Indemnity**

You agree to waive any and all claims that you now have or may have in the future against Lombard The Paper People which relate to or are incidental to any transaction.

You agree to indemnify and hold Lombard The Paper People harmless from and against any and all claims, loss or expense that may be incurred by Lombard The Paper People which relate to or are incidental to the performance of its duties as described in these Terms and Conditions including all costs of defending itself against a claim by any other person and/or as a result of you taking any action or refraining from taking any action or instituting or defending any action or legal proceeding.

You further agree to indemnify and hold Lombard The Paper People harmless from any claim made by any third party due to or arising out of your use of this website, the violation of these Terms and Conditions by you, or the infringement by you, or other users of this website using your membership account, of any intellectual property or other right of any person or entity.