



PICCOLO DESIGN
EXQUISITE BRANDS

Terms and Conditions

10 August 2021

We want your experience with Piccolo Design to be straightforward and problem free. We appreciate your custom and would love you to keep returning again and again. So, whether you are engaging with us via our website, email, telephone or in our office we want you to feel confident during your purchasing process. Please contact us if you have any questions regarding the information below by emailing kathryn@piccolodesign.com.au.

General terms

Piccolo Design is both agent and commissioner of quality, handcrafted goods. Each piece is individually made, and the beauty of this is that multiple purchases can be made similar, but no two items are identical.

Special order items may take between 1 and 20 weeks to be delivered, depending on the product type and brand and delivery location within Australia. Please confirm delivery dates prior to purchase.

When acting as agent for external brands, Piccolo Design and our clients are bound by their Terms and Conditions. These brands and links to their T&Cs are below:

- [George Smith](https://www.georgesmith.com/policies/) <https://www.georgesmith.com/policies/>

Changes to terms

Each order is governed by the terms and conditions current when the order is placed. Piccolo Design may alter these terms and conditions without notice. It is your responsibility to read and understand these terms and conditions each time you place an order with us.

Purchases

By placing an order with us you acknowledge that these terms and conditions will apply to the contract to the exclusion of all other terms, and that both client (you) and supplier (us) will be bound by them. Your statutory rights are not affected by these terms and conditions.

Our normal arrangement for purchase is

1. Agree the specification of the made to order item/s, furniture and any bespoke design elements and artwork.
2. Agree our description of goods and quoted price for manufacture and receive a client email formally accepting the quote.

3. If needed by our clients, we then get a shipping/delivery quote and work out duties and GST payable.
4. We then provide you with a full quote – design item/furniture and shipping, duty, GST.
5. A 50% deposit is required on design items or furniture price to commence manufacture, Piccolo Design can accept direct deposits or process this payment via major credit cards using a Square card reader or over the phone, a 2.2% surcharge applies to Square transactions, 0% surcharge applies to direct back transfers. We will provide you with a transaction receipt once cleared funds are received.
6. Final 50% payable on the design item/furniture price is due 2 weeks before the projected completion date of the order plus charges for shipping/duty/GST. We can accept direct deposits or process this payment via Square card reader or over the phone as per the terms in item 5 above. We will provide you with a transaction receipt once cleared funds are received.
7. When making payment using a credit card, you confirm that the credit or debit card that is being used is yours or you are authorised by the holder to make payments using their card.
8. If contracted by our client to do this, we will then handle all shipping up to an agreed point of delivery, which for furniture items is usually kerbside. White glove service or delivery to the premises of a client specified removalist can also be arranged for an additional fee. Whilst all care will be provided in the selection of third parties to deliver and/or unpack goods, Piccolo Design will not be held responsible, or liable for any damage or issues caused when third party removalists or unpacking and delivery providers are used.
9. Other arrangements, timings and charges apply for sale goods, customer supplied fabrics, working with leather, kilim fabrics or non-standard materials and so on. These will be specified in our full quote.

Orders and Pricing

All orders placed in our office, via email or by telephone are subject to written confirmation and acceptance by Piccolo Design.

Piccolo Design may vary prices on any item, however our quotes remain valid for a period of 28 days from the date on the quote. Quotes for manufactured furniture are Ex Works and exclude transport, insurance, local GST and customs charges and GST on the total of these charges.

We will notify customers to whom we have provided a quote that a price change will occur and the date it will come into effect. We can hold the current price if the customer commits to purchase prior to the price change, but are not required to do so after that date. In the event of price changes you may cancel your order by giving notice via email to Piccolo Design at kathryn@piccolodesign.com.au, which must be received within seven days of the announcement of the increase. For each online order, you must pay the applicable price for the relevant goods confirmed by Piccolo Design; and the delivery and handling fee specified on the web site or quoted to you at that time.

As furniture is made to order, manufacture will not commence until 50% deposit is received and deposited funds are cleared.

Payments

We only accept payments using direct electronic funds transfer or via credit or debit cards from Visa, Mastercard or AMEX. We are unable to accept COD charges. Payment must be cleared in full before the goods are dispatched. Prices and product range on our manufacturers' websites may vary from Piccolo Design's product range and commercial sales pricing.

Payment is expected to be finalised prior to dispatch in keeping with the payment terms of the manufacturers that we represent in Australia. Identification may be requested when collecting goods from our office.

Delivery address and contact details

When placing an order with us, where we are to deliver goods to you, or for trade clients, to your customer, we require a physical street address. To assist us in processing your order, please provide your mobile phone number and a working email address. Delivery is via courier and cannot be to a Post Office Box. Please note that an authorised signatory needs to be at the delivery address to sign for and collect the goods.

All orders will be dispatched at the earliest opportunity, but given the bespoke hand made nature of many of our products, timelines will be advised at the time of purchase.

Piccolo Design or its transport agent will deliver the goods you order to the address you specify in your order, within the agreed time frame, subject to their availability. Where the goods are not available you will be notified of this by us as soon as possible. We will use our best endeavours to deliver you goods within any stated timeframes however we do not warrant that these timeframes will always be met. Many external factors can affect delivery timeframes so we recommend building some contingency into your order timeframe. Should late delivery occur we cannot be held liable for any commercial loss that you or your clients incur as a result of an external factor delaying delivery to you.

We will make arrangements with each client regarding the identified person at the delivery address who receives the goods who is authorised to receive the goods. If there is no-one at the delivery address or no-one of appropriate age to receive an order, we may charge you additional delivery fees and storage fees incurred whilst we re-arrange delivery. Once the goods are delivered to you, and signed for, you will own them and it is your responsibility if they are lost or damaged.

Any costs incurred from difficult deliveries, including remote/rural locations or heavy items will be at the expense of the client. In some cases, items purchased online with shipping applied at checkout will have additional shipping fees depending on the client's location, size and the type of delivery that is required. Please contact us to discuss your delivery.

Piccolo Design is not responsible for any delivery damage or disruption to property, neighbours or local traffic. Nor are we responsible for removal of any crates or packaging.

Storage

Piccolo Design will not be responsible for storage charges incurred from our manufacturers by a client's failure to collect goods, where the client elects to arrange their own transportation.

We will provide the manufacturer with the client's contact details including email and phone number so they can deal directly on collection of goods.

If you are unable to accept delivery within 4 days from our first call notifying you your furniture delivery has arrived in Australia, a storage fee of \$560 per week will be payable along with any other outstanding clearance fees and charges and transport to storage facility. Storage fees will be invoiced to you on a weekly basis until delivery has been completed and are payable prior to final delivery.

Where goods are stored on arrival in Australia, we recommend opening packaging containing upholstered items and storing them appropriately to prevent mould. We will not be held responsible for any damage to goods resulting from inappropriate packaging or storage whether that be arranged by you, or by Piccolo Design.

Shipping

We can arrange shipping or air freight for our clients or you can arrange to handle that directly.

Where we arrange, we deliver Australia wide. All transport costs will be added to the order total prior to order finalisation. All orders are subject to availability. In the unlikely event that your order cannot be fulfilled, you will be notified via email or phone and the item will be subtracted from your order.

For international delivery please contact us with the products you would like to order and a full shipping address. We will get back to you at the earliest opportunity with a quote and delivery timeframe.

Please email any questions regarding your shipment to kathryn@piccolodesign.com.au.

Customs clearance

Whilst every effort is made to ship furniture with specific quarantine documentation as required by Australian Customs, custom clearance charges can only ever be estimated. A provision for customs clearance charges can be included in Piccolo Design quotes at client request, or clients can handle this directly.

Should clients prefer for Piccolo Design to handle the customs brokerage, our clearance estimate will be included in the quote, and charges passed on at cost. Should our estimate be insufficient, any additional customs clearance, fumigation, inspection or storage costs will be passed on to our clients at cost. Any failure to pay additional clearance charges in a timely manner will result in customs storage charges, for which Piccolo Design will not be held responsible. Should these charges not be paid within 5 working days of notification, Piccolo Design will withhold delivery of

goods, and will reserve its right to dispose of the goods and recoup any outstanding costs relating to customs charges, storage, transportation and disposal at its discretion.

Online Sales

Piccolo Design does not directly offer online sales via our website, but should that change from time to time, any percentage (%) discount is only valid on specific items for a limited period and is not valid across all stock, design pieces or furniture. Please check our website to see which items are included.

We are not able to accept payments made with a non-Australian credit card. Payments from overseas customers are accepted via Electronic Funds Transfer only.

Piccolo Design does not accept layby.

Credit notes or gift cards are not offered by Piccolo Design and cannot be used.

No returns or exchanges apply to sale stock items.

Discount cannot be used towards any costs other than the item itself, hence no discounts apply to freight, storage, taxes, fees, installation or other charges.

Insurance

Clients can include insurance on any shipment or deliveries for a small additional fee. Should you elect to not include insurance with your delivery, you will be responsible for bearing any risk of damage in transport of items shipped by us or our agent.

Returns, exchanges & refunds

Piccolo Design is bound by the returns, exchange and refunds policy of the manufacturers that we act as agent for in Australia.

Where we supply bespoke, commissioned design items, we cannot accept exchanges or exchange for credit for any reason, other than fault. Sale items are not exchangeable or refundable.

Our website will include images of sample products for illustration purposes only. As items are hand-made, fault does not include size, colour or shape variations and such features of artisan production.

For an additional fee, we can investigate with the artists, the use of moulds to improve shape consistency of glass items.

Cancellations

Refunds are not provided where you have simply changed your mind, made a wrong selection or for any other reason. We recommend you carefully read the detail provided in any quotes by Piccolo Design or our manufacturers before proceeding with your order.

Once an order has been accepted, no cancellation of that order is valid unless you receive our written communication endorsing the cancelled order.

Faulty items

In the unlikely event of receiving a faulty item, please contact us immediately to discuss its repair, by emailing kathryn@piccolodesign.com.au.

Should the item be delivered be faulty, Piccolo Design must be notified by email within the first 2 days of receiving your item, with images of the damage and/or explaining the fault.

Non bulky items will need to be returned with original tags and packaging, to Piccolo Design within 7 days of receiving the goods. Postage and handling in this situation will be at the expense of the client. For furniture or other bulky items, we will need to assess the damage before arranging for transportation to a suitably qualified upholster or carpenter for repair.

Privacy

Piccolo Design will not reveal your personal information to external organisations except for the purposes of fulfilling your order or where we are required to do so by law.

Your order and credit card details are safe and secure. All personal and credit card information provided to Piccolo Design is held on our internal firewall protected server and will not be transferred or sold. Any online data is encoded using Secure Sockets Layer (SSL) technology, an encryption protocol that protects online data.

Your Email Address

Piccolo Design is not responsible for the fraudulent, authorised or unauthorised use of your email address and you agree to release and indemnify us should your email address be used inappropriately.

Liability

Any liability of Piccolo Design 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 us be limited to:

- in relation to goods, the replacement of the goods or the supply of equivalent goods;
- and in relation to services, the supplying of the services again or the payment of the cost of having the services supplied again.

Where we act as agent, both Piccolo Design and its clients are bound by the liability provisions of our suppliers.

Applicable law

Is the laws of NSW, Australia unless otherwise stated in the terms of the brands we represent.