

The Good Guys Home Delivery Full Terms and Conditions

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HOME DELIVERY TERMS AND CONDITIONS

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The following terms and conditions will apply between JB Hi-Fi Group Pty Ltd (ACN 093 114 286) ("**The Good Guys/we/us**") and "**you**", for the delivery by The Good Guys of goods ranging in size from small to "big and bulky" purchased from The Good Guys which The Good Guys has agreed to deliver (the "**Goods**") to premises specified by you ("**Premises**") and, where applicable, to the removal of goods of a similar type and size ("**Old Goods**") by The Good Guys from those Premises.

1. Subject to payment of any applicable price to The Good Guys at the time of purchase or on approved credit terms, The Good Guys will deliver the Goods to the Premises and, where applicable, remove the Old Goods from those Premises, in accordance with these terms and conditions.
2. The Good Guys does not offer set delivery times. The Good Guys will endeavor to deliver the Goods on the day agreed with you, The Good Guys will contact you (Mon- Sun excluding public holidays) prior to your delivery to provide your estimated delivery window and a track and trace link. If this does not happen, please contact The Good Guys store where you purchased the Goods. On the day of delivery, the delivery driver on approach will update your tracking link with an estimated arrival time. Please note that delivery may be affected by factors outside of The Good Guys' control, such as adverse weather conditions, traffic conditions and the actions of the delivery agent, and The Good Guys therefore cannot guarantee delivery at the prearranged time and day. Where this happens the track and trace link will provide you with an updated delivery arrival time.
3. Delivery of Goods (in particular large Goods such as televisions, large kitchen appliances, laundry appliances and air conditioners) to parts of Australia such as the Northern Territory, Western Australia, Tasmania, remote/isolated areas and island communities may have extended delivery times and are subject to local transport schedules. Goods may also have to be collected from the closest local barge or freight company, in which case you will be responsible for arranging final delivery (including any additional cost for such final delivery) with the barge or freight company to your nominated address. If additional charges from a third party apply to delivery of your Goods, The Good Guys will contact you prior to delivery to advise such charges.
4. You must provide at least 24 hours' notice if you wish to change the delivery day that you have agreed with The Good Guys by calling the phone number you have been given. If, on arrival, the Premises are unattended the delivery agent's driver or The Good Guys' representative (as applicable) will wait 15 minutes, and if still unattended, will then leave. Where this happens we will send you an SMS so another delivery day can be scheduled which may take up to 48 hours. If you do not provide this notice, The Good Guys reserves the right to charge you its reasonable costs of any failed delivery and for rearranging the delivery.

5. You, or another person over the age of 18 whom you have given authority to accept delivery of the Goods (and authorise the removal of any Old Goods), must be present at the time of delivery/removal. Any reference to “you” in the paragraphs below includes any such person.
6. You must ensure that the delivery vehicle can park immediately outside the entrance to the Premises, allowing for a truck measuring up to 12.5 metres long to park. The Good Guys reserves the right to refuse to deliver where it is unable to park within 20 meters of the entrance to the Premises. Any applicable parking charges are your responsibility.

You must ensure that any pets are placed in a secure location before delivery commences and at all times during the Delivery Process. The term “Delivery Process” includes the process for delivering the Goods and also, if relevant, for removing the Old Goods.

7. The Good Guys will take reasonable care but cannot guarantee that floors or walls will not get dirty, wet or incur minor scuffing or minor indentations during the Delivery Process. The Good Guys suggests that you cover floors or walls to protect them.
8. You are responsible for ensuring that the route(s) from the boundary of the Premises to the specific delivery location (and, if applicable, the location of the Old Goods) is of sufficient size, safe and clear of obstacles. If the Goods cannot be delivered to (and if applicable the Old Goods cannot be removed from) the specific delivery location for any of these reasons then The Good Guys reserves the right to charge you its reasonable costs of any failed delivery and for re-arranging the delivery. In particular, please bear in mind the weight of the Goods to be delivered and whether the floors and stairs/steps are strong enough for the load and whether tiles or other floor coverings or materials could be damaged as a result of this weight. To the full extent permitted by law and as otherwise provided by the consumer guarantees under the Australian Consumer Law, The Good Guys shall not be responsible for any loss, cost, damage, expense, injury or death arising from the structure, fixtures or fittings of the Premises being unable to bear the weight of the Goods.
9. Upon arrival at the Premises, you must ensure that The Good Guys can commence all relevant tasks without delay. The delivery person will inspect the location(s) and the route from the delivery vehicle to that/those location(s). In the event that the delivery person believe that the route to a location or the location itself is unsafe or impractical for the goods in standard packaging they will be unable to perform the delivery or removal to or from that location and will: (a) in the case of delivery, deliver the Goods to such other location inside or outside the Premises as You direct, provided they consider this location and the route to this location to be safe and practical; and (b) in the case of removal, be unable to remove the Old Goods.
10. If the delivery person notice any pre-existing damage on the proposed delivery/removal route within your Premises before they deliver/remove the Goods they will bring this to your attention. This is intended to avoid any dispute as to whether the delivery person have caused any damage to your Premises during the Delivery Process. The delivery person or the delivery agent’s representative may make notes about such damage and may also take photographs.

11. The Good Guys offers two types of delivery:

- **Delivery Only** – The delivery person will deliver the Goods to the specified room in your Premises (a ground floor secured location for Regional delivered sales).
- **Premium Delivery** – In addition to Delivery, the delivery person will unpack the Goods, remove the packaging, remove any transit brackets, transportation bolts or other transportation restraints (e.g. securing tape or strapping), plug in the power supply and connect the goods to existing plumbing (where accessible by power cords, hoses and other connections supplied standard with the goods) and ensure that the appliances are level with the floor and remove your old appliance of similar type and size.

Delivery Only and **Premium Delivery** is only offered in capital cities and for selected regional areas. Audio Visual and Cooking products are supplied on a “Delivery Only” basis, as described above. None of the services include removal of manufacturer merchandise labels, demonstration of the goods or enabling ‘Smart’ type connections, any alterations to the Goods or Premises to allow electrical, plumbing, cabinetry work or mechanical adjustments to either the Goods or the Premises (e.g water pressure adjustment), or wall mounting (including to existing brackets). Stacker kits which require no use of tools will be setup for laundry appliance combination sales.

12. Where you have ordered a Delivery, or a Premium Delivery you are responsible for ensuring that any required electrical or water supplies or drainage/waste facilities are within reach of the delivery location and that they are compatible, in good condition and working order and will continue to be so for the foreseeable future. If the delivery person believe that this is not the case (for example, because the thread on a water tap is worn or damaged, a water pipe is cracked, there are recent signs of water leakage, or an outlet drain is blocked or not made ready for connection, power boards or extension cords that are not recommended for whitegoods are used) or are otherwise unsuitable they will deliver the Goods but will not connect the Goods and we will provide a refund of the “connection” component of the delivery fee. To the full extent permitted by law and as otherwise provided by the consumer guarantees under the Australian Consumer Law, The Good Guys shall not be responsible for any loss, cost, damage, expense, injury or death arising from any pipes or sockets being damaged, faulty, incompatible with, or otherwise unsuitable for, the Goods. Under no circumstances will The Good Guys perform a gas or hard wired electrical connection.

13. If the Goods the subject of a delivery are to be delivered to you directly from one of The Good Guys’ distributors, suppliers and / or vendors (“**Direct Delivery**”), then the terms and conditions attaching to that Direct Delivery will be subject to the delivery terms and conditions of that relevant distributor, supplier and / or Vendor as applicable.

14. Risk of loss of, damage to or theft of the Goods passes to you at the time of delivery of the Goods to the Premises.

15. At the end of the Delivery Process you will be required to sign a Proof of Delivery which will confirm that the Goods have been delivered and will document any noticeable damage to the Goods occurring prior to, or during, the Delivery Process. It will also allow the delivery person to document any damage to your Premises that you believe has been caused during the Delivery

Process or the route to that location. We may photograph Goods, the location the goods have been placed or any damage that you allege has been caused during Delivery.

16. The Good Guys strongly advises that, after unpacking, both you and the delivery person thoroughly inspect the Goods for physical damage. Any physical damage discovered during such inspection should be noted on the Proof of Delivery. If you wish you can refuse to accept the Goods if there is physical damage to the Goods. If the Goods are not unpacked during delivery, or in the presence of The Good Guys 's delivery agent, it will be difficult to establish whether any physical damage to the Goods was caused before or during the Delivery Process, rather than after delivery. If you do notice any physical damage after the Delivery Process is completed, please call the store you purchased the goods from immediately.
17. Where The Good Guys is removing the Old Goods you must ensure that the Old Goods are empty, clean, disconnected from power, water and any fixture and fittings, safe to be handled, removed from any cavity or wall mount, and are otherwise readily available for easy removal at the time of your delivery. Gas and/or hard wired electrical disconnections must have been performed by a licensed tradesman and under no circumstances will The Good Guys disconnect these services. If all of the above conditions have not been satisfied we will not be able to review the Goods and (at our discretion) we may not refund any part of the price you paid. The Good Guys will not pay you for your Old Goods and title in the Old Goods transfers to The Good Guys upon removal from the Premises in consideration for such removal. Alternatively, instead of removing Old Goods, we will relocate (but not reconnect) the Old Goods within the premises instead of removing them if you ask us to and if we believe it is safe and reasonable to do so. Relocation will not involve loading the Old Goods onto your vehicle. Please note, due to occupational health and safety reasons, such as the safe lifting of bulky and heavy products, our Premium Delivery team members are unable to remove their work boots in your home. Our team members do their best to maintain clean working boots for indoor purposes, however should you be concerned please consider selecting Delivery Only instead.
18. You acknowledge and agree that if you fail to provide any information, fail to provide correct and complete information or fail to perform any of your obligations under these terms and conditions in respect of the Premises or in connection with the Goods, then The Good Guys may, without limiting any of The Good Guys' rights at law, refuse to deliver the Goods and/or remove the Old Goods and/or may require the payment of extra fees.
19. Our services come with consumer guarantees that cannot be excluded under the Australian Consumer Law. You may recover damages from The Good Guys for any reasonably foreseeable loss or damage that you suffer because of any failure of the delivery service to comply with these guarantees. If the failure to comply with these guarantees is a major failure or cannot be remedied, you may terminate the relevant delivery services ordered from The Good Guys or recover from the Good Guys compensation for any reduction in the value of the delivery service below the price paid or payable by you for the delivery service. If the failure to comply with these guarantees can be remedied and is not a major failure, you may request The Good Guys to remedy the failure within a reasonable time, or if it cannot be so remedied you may recover from The Good Guys all reasonable costs that you incur in having the failure remedied, or terminate your agreement with The Good Guys for the provision of the delivery service.

20. To the full extent permitted by law, The Good Guys shall not be liable to you or any other person for any loss, cost, damage, expense, injury or death arising from, or in connection with, the delivery of the Goods and the removal of any Old Goods, whether in contract (including any breach of these terms and conditions, actual or anticipatory, including repudiation), tort (including negligence), equity, restitution, under statute or regulation, under any other legal cause or action, claim or right, or otherwise. For the avoidance of doubt and without limitation (and to the full extent permitted by law), The Good Guys shall not be liable for any (a) loss of profits; (b) loss of revenue; (c) loss of anticipated savings; (d) loss of business opportunity; (e) loss of goodwill; (f) loss of reputation; (g) loss of data; (h) cost of obtaining replacement goods or services; (i) consequential, indirect or incidental loss (even if the loss was reasonably foreseeable or The Good Guys has been advised of the possibility of such loss); (j) special loss; (k) punitive or exemplary damages; or (l) economic loss or damages of any nature or description; or (m) for any loss or damage caused by any contractor or employee as a result of such contractor or employee acting outside of his, her or its actual authority or not in performance of his her or its duties to The Good Guys.
21. The Good Guys may subcontract all or some of its obligations in these terms and conditions. Any reference to The Good Guys should be interpreted as a reference to any relevant subcontractor where applicable.
22. If The Good Guys, its contractors, sub-contractors or employees suffer any reasonably foreseeable loss, damage, cost or expense as a result of your failure to comply with these terms and conditions, then you must pay The Good Guys the amount of that loss, damage, cost or expense if The Good Guys asks you to.
23. If the Goods are faulty or you wish to return unused and unopened Goods because you have changed your mind please visit: <https://www.thegoodguyscommercial.com.au/product-faults-and-consumer-guarantees> for details of our policies. If you are returning unused and unopened Goods due to change of mind in accordance with our policies (which includes instances where the Goods do not fit the intended space in your Premises), we will not refund the delivery fee and you must pay for us to pick up the Goods. If the relevant Goods are unused but have been unpacked we may, at our absolute discretion, accept return of the Goods in the event of a change of mind provided they are in perfect condition. However, in such cases we will not refund the delivery fee, you must pay for us to pick up the Goods and we will apply a restocking fee equal to 20% of the original purchase price.
24. Nothing contained in these terms and conditions shall be read or applied so as to exclude, restrict or modify or have the effect of excluding, restricting or modifying any condition, warranty, guarantee, right or remedy implied by law (including the Australian Consumer Law) which cannot by law be excluded, restricted or modified.
25. The Good Guys's privacy policy (available on its website: <https://www.thegoodguyscommercial.com.au/privacy-policy>) contains important information required to be disclosed under the Australian Privacy Principles in the *Privacy Act 1988* (Cth). You should read this policy before providing any personal information to The Good Guys. By providing the personal information requested, you agree to this policy.