



Nomadic Home & Garden Pty Ltd
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Online Store Terms and Conditions

1. Application of These Terms

1.1 These Online Store Terms and Conditions apply to all orders placed through the Nomadic Home & Garden Pty Ltd online store, including orders for landscape materials, garden products, plants, supplies, accessories, tools, outdoor products, delivery services, and any related goods or services.

1.2 By browsing the online store, placing an order, making payment, requesting delivery, collecting goods, or otherwise engaging with the online store, the Customer agrees to be bound by these Terms and Conditions.

1.3 These Terms and Conditions apply in addition to any other terms displayed on the website, product pages, checkout pages, invoices, order confirmations, delivery information, refund policy, privacy policy, or any written communication issued by Nomadic Home & Garden Pty Ltd.

1.4 If there is any inconsistency between these Online Store Terms and Conditions and any other document, these Terms will apply to online store orders unless otherwise agreed in writing by Nomadic Home & Garden Pty Ltd.

2. Definitions

2.1 In these Terms and Conditions:

“Australian Consumer Law” means Schedule 2 of the Competition and Consumer Act 2010 (Cth).

“Business Day” means a day other than a Saturday, Sunday or public holiday in South Australia.

“Customer”, “you” or “your” means the person, business, organisation, entity, agent, representative, property owner, occupier, recipient, or authorised person placing or receiving an order.

“Goods” means any products, materials, plants, supplies, accessories, tools, equipment, or other items purchased or supplied through the online store.

“Nomadic”, “we”, “us” or “our” means Nomadic Home & Garden Pty Ltd.

“Order” means any online store purchase, request, transaction, booking, payment, quote request, delivery request, or order confirmation.

“Website” means www.nomadichomegarden.com.au and any related online store, checkout, order form, customer portal, app, payment link, or online platform used by Nomadic.

3. Orders and Acceptance

3.1 An Order is placed when the Customer submits an online checkout, order form, payment request, or other purchase request through the Website.

3.2 An automated order confirmation, payment receipt, or email acknowledgement does not necessarily mean that an Order has been accepted in full or that all Goods are available.

3.3 Nomadic reserves the right to accept, reject, cancel, hold, amend, or partially fulfil any Order where reasonably necessary, including but not limited to circumstances involving stock shortages, supplier delays, pricing errors, website errors, incorrect product information, delivery restrictions, unsafe access, suspected fraud, payment issues, or matters outside Nomadic’s reasonable control.

3.4 If Nomadic cannot fulfil an Order in full, we may contact the Customer to offer a substitute product, amended delivery timeframe, store credit, refund, partial refund, or other reasonable solution.

3.5 Nomadic is not liable for any loss, expense, damage, inconvenience, delay, project delay, contractor delay, missed booking, or consequential loss arising from an Order not being accepted, being delayed, being amended, being partially fulfilled, or being cancelled, except to the extent required by law.

4. Product Information and Images

4.1 Nomadic takes reasonable care to ensure that product descriptions, images, colours, measurements, specifications, stock information, pricing, and availability are accurate.

4.2 The Customer acknowledges that product images are for general illustration purposes only and may vary from the actual Goods supplied.

4.3 Natural products, including but not limited to plants, turf, mulch, soil, gravel, pebbles, stone, timber, firewood, compost, sand, aggregates, and other landscape materials, may vary in colour, size, shape, texture, moisture content, density, grade, appearance, growth habit, maturity, and finish.

4.4 The Customer acknowledges that such natural variation is normal and does not automatically constitute a fault, defect, breach, or failure to comply with the Order.

4.5 Any product measurements, coverage rates, quantities, bag sizes, bulk volumes, weights, or yield estimates are approximate only unless expressly stated otherwise.

4.6 The Customer is responsible for ensuring that the Goods ordered are suitable for the Customer’s intended use, site conditions, measurements, access, project requirements, local regulations, and maintenance capability.

5. Design Visualiser and Online Tools

5.1 Any online design, preview, visualiser, calculator, material estimator, coverage guide, image tool, or similar online feature provided by Nomadic is for general guidance and visual assistance only.

5.2 Colours, textures, scale, finishes, and product appearances shown through any visualiser or online tool may vary depending on device settings, screen brightness, image quality, lighting, site conditions, product batches, supplier variation, and natural material differences.

5.3 Nomadic does not guarantee that any preview, render, estimate, calculator result, or visualised finish will exactly match the Goods supplied or the final appearance once installed.

5.4 The Customer remains responsible for checking product suitability, quantities, measurements, access, installation requirements, council requirements, and any site-specific conditions before placing an Order.

6. Pricing

6.1 All prices are listed in Australian dollars.

6.2 Unless otherwise stated, prices are inclusive of GST where GST applies.

6.3 Delivery fees, handling fees, processing fees, packaging charges, pallet charges, unloading charges, return charges, restocking fees, or other applicable fees may be charged in addition to the product price.

6.4 Nomadic reserves the right to update prices at any time without notice.

6.5 If a product is listed at an incorrect price due to typographical error, website error, supplier error, system error, or other mistake, Nomadic reserves the right to cancel the Order, correct the price, or contact the Customer to confirm whether they wish to proceed at the corrected price.

6.6 Nomadic is not required to honour pricing that is clearly incorrect, mistaken, or affected by an error.

7. Payment

7.1 Payment must be made in full at the time of placing the Order unless Nomadic has agreed otherwise in writing.

7.2 Nomadic may use third-party payment processors, including but not limited to card payment providers, bank transfer systems, payment gateways, finance providers, or other checkout services.

7.3 The Customer is responsible for ensuring payment details are accurate and that sufficient funds are available.

7.4 Orders may not be processed, packed, dispatched, delivered, or made available for collection until cleared payment has been received.

7.5 If payment is reversed, dishonoured, disputed, charged back, declined, delayed, or otherwise not received, Nomadic may suspend or cancel the Order and recover all outstanding amounts, fees, costs, chargeback costs, legal costs, debt recovery costs, and administrative costs from the Customer.

8. Stock Availability

8.1 All Goods are subject to availability.

8.2 Stock availability shown on the Website may not always be accurate or up to date.

8.3 Products may become unavailable due to supplier shortages, seasonal conditions, freight delays, weather events, production issues, wholesale stock changes, plant availability, quality issues, or matters outside Nomadic's control.

8.4 Nomadic may, at its discretion, offer the Customer:

- (a) an alternative product;
- (b) delayed fulfilment;
- (c) partial fulfilment;
- (d) store credit;

(e) refund for unavailable Goods; or

(f) cancellation of the affected part of the Order.

8.5 Nomadic is not liable for loss, delay, inconvenience, project interruption, contractor costs, missed installation dates, or consequential loss arising from stock unavailability, except to the extent required by law.

9. Delivery

9.1 Delivery timeframes are estimates only and are not guaranteed unless expressly agreed in writing by Nomadic.

9.2 Delivery may be carried out by Nomadic, a supplier, courier, freight company, subcontractor, or third-party delivery provider.

9.3 Delivery may be affected by traffic, weather, supplier delays, courier delays, driver shortages, mechanical issues, road closures, incorrect addresses, unsafe access, site restrictions, public holidays, seasonal demand, extreme weather, or other matters outside Nomadic's reasonable control.

9.4 Nomadic will use reasonable efforts to deliver Goods within the estimated timeframe, but is not liable for any delay except to the extent required by law.

9.5 The Customer must provide a correct delivery address, contact name, phone number, email address, delivery instructions, access details, gate codes, unloading instructions, and any relevant site information at the time of placing the Order.

9.6 If incorrect or incomplete information is provided, the Customer is responsible for any delay, redelivery fee, storage fee, return fee, cancellation fee, waiting time, handling fee, or additional cost incurred.

9.7 The Customer must ensure that the delivery location is safe, lawful, accessible, and suitable for the delivery of the Goods ordered.

9.8 Nomadic and its delivery providers may refuse delivery or unload at an alternative safe location if access is unsafe, restricted, unsuitable, unlawful, or likely to cause damage, injury, bogging, obstruction, or risk.

9.9 Delivery drivers are not required to enter private property, carry Goods upstairs, move Goods through buildings, enter rear yards, cross soft ground, travel over unsealed or unstable surfaces, reverse into unsafe areas, or place Goods in locations that are unsafe or unsuitable.

9.10 Where bulk materials are delivered, the Customer must ensure there is a suitable, safe, level, accessible, and lawful area for unloading.

9.11 Nomadic is not responsible for damage to driveways, paths, lawns, irrigation, underground services, paving, kerbing, ground surfaces, or other property where the Customer directs or permits delivery vehicles or materials to be placed.

9.12 If the Customer requests delivery to a particular location, the Customer accepts all risk associated with that request unless the damage is caused by proven negligence by Nomadic.

10. Authority to Leave and Unattended Delivery

10.1 The Customer authorises Nomadic and its delivery providers to leave Goods at the delivery address if the

Customer is not present, unless the Customer has expressly arranged otherwise in writing before dispatch.

10.2 Once Goods are delivered to the nominated address or left in accordance with the Customer's instructions, risk in the Goods passes to the Customer.

10.3 Nomadic is not responsible for theft, loss, weather exposure, deterioration, damage, contamination, movement, misuse, or interference with Goods after delivery, except to the extent required by law.

10.4 The Customer is responsible for arranging prompt collection, movement, storage, installation, protection, watering, covering, or use of delivered Goods where required.

11. Collection

11.1 If collection is available, the Customer must collect Goods within the timeframe nominated by Nomadic.

11.2 The Customer must provide proof of purchase and any identification reasonably requested by Nomadic before Goods are released.

11.3 If Goods are not collected within the required timeframe, Nomadic may charge storage fees, cancel the Order, restock the Goods, or treat the Goods as abandoned, subject to applicable law.

11.4 Risk in collected Goods passes to the Customer at the time the Goods are collected or made available for collection.

12. Plants, Turf and Living Products

12.1 The Customer acknowledges that plants, turf, seedlings, and other living products are perishable and require appropriate care immediately after delivery or collection.

12.2 The Customer is responsible for watering, planting, storing, protecting, maintaining, and caring for living products immediately upon delivery or collection.

12.3 Nomadic is not responsible for plant loss, turf failure, deterioration, wilting, heat stress, disease, pest damage, weather damage, lack of watering, overwatering, incorrect planting, delayed planting, poor soil preparation, pet damage, foot traffic, vehicle traffic, chemical exposure, or unsuitable site conditions after delivery or collection.

12.4 Any plant or turf warranty, if offered, applies only where expressly stated in writing and subject to the Customer following all care instructions.

12.5 Due to seasonal and natural variation, plants may differ in size, maturity, shape, colour, fullness, flower presence, or appearance from images shown online.

13. Landscape Materials, Soil, Mulch, Sand, Gravel and Aggregates

13.1 The Customer acknowledges that landscape materials, including soil, mulch, compost, sand, gravel, pebbles, stone, aggregates, bark, loam, and similar products, may vary between batches.

13.2 Natural materials may contain reasonable variation in colour, particle size, texture, moisture level, weight, smell, organic matter, dust, fines, stones, seeds, leaf matter, or other naturally occurring content.

13.3 The Customer is responsible for checking that the material ordered is suitable for the intended purpose before use or installation.

13.4 Once bulk materials are tipped, spread, mixed, installed, contaminated, moved, altered, or used, they cannot usually be returned unless required by law.

13.5 Coverage guides and quantity calculators are estimates only. The Customer is responsible for ordering sufficient quantity for the intended area, depth, wastage, compaction, settlement, slope, shape, and site conditions.

14. Customer Responsibilities

14.1 The Customer is responsible for:

- (a) selecting the correct Goods;
- (b) checking product descriptions before ordering;
- (c) measuring correctly;
- (d) ordering the correct quantity;
- (e) checking delivery access;
- (f) providing accurate contact and delivery details;
- (g) ensuring the site is safe and accessible;
- (h) obtaining any required approvals, permits, or permissions;
- (i) complying with local council, strata, body corporate, tenancy, building, planning, environmental, and safety requirements;
- (j) caring for Goods after delivery or collection; and
- (k) using Goods safely and for their intended purpose.

14.2 Nomadic is not responsible for loss or additional cost caused by the Customer's incorrect selection, incorrect measurement, wrong quantity, site restrictions, access issues, unsuitable site conditions, failure to obtain approvals, delayed installation, poor storage, or improper use.

15. Order Changes and Cancellations

15.1 The Customer must contact Nomadic as soon as possible if they wish to change or cancel an Order.

15.2 Nomadic may refuse a change or cancellation where the Order has already been processed, packed, dispatched, ordered from a supplier, custom prepared, cut, mixed, allocated, delivered, collected, or otherwise committed.

15.3 Cancelled Orders may be subject to restocking fees, supplier cancellation fees, delivery fees, return freight, handling fees, administration fees, merchant fees, or any other reasonable costs incurred by Nomadic.

15.4 Custom, special-order, clearance, perishable, living, bulk, mixed, cut, opened, used, installed, or made-to-order Goods may not be cancelled or returned unless required by law.

15.5 Nomadic may cancel an Order if Goods are unavailable, payment is not received, delivery is not possible, the Order appears fraudulent, the Customer has provided incorrect information, or fulfilment is not commercially or practically reasonable.

16. Returns and Refunds

16.1 Nothing in these Terms excludes, restricts, or modifies any rights the Customer may have under the Australian Consumer Law.

16.2 The Customer is entitled to remedies where required by the Australian Consumer Law, including where Goods fail to meet a consumer guarantee.

16.3 Nomadic is not required to provide a refund, replacement, or exchange where the Customer:

- (a) changes their mind;
- (b) orders the wrong product;
- (c) orders the wrong quantity;
- (d) finds the product cheaper elsewhere;
- (e) no longer requires the Goods;
- (f) causes damage to the Goods;
- (g) fails to follow care, storage, installation, or maintenance instructions;
- (h) uses the Goods for an unsuitable purpose;
- (i) delays planting, watering, installation, or use;
- (j) alters, installs, mixes, spreads, cuts, opens, or contaminates the Goods; or
- (k) fails to provide reasonable evidence of a fault or issue.

16.4 Any approved return must be in original condition, unused, unopened where applicable, safely packaged, and accompanied by proof of purchase.

16.5 The Customer is responsible for return delivery costs unless Nomadic is required by law to cover those costs.

16.6 Approved refunds will be processed using the original payment method where possible.

16.7 Processing times for refunds may depend on banks, card providers, payment gateways, or third-party payment processors.

17. Damaged, Missing or Incorrect Goods

17.1 The Customer must inspect Goods as soon as possible after delivery or collection.

17.2 Any issue relating to damaged, missing, incorrect, or defective Goods must be reported to Nomadic in writing within forty-eight (48) hours of delivery or collection, unless a longer period is required by law.

17.3 The Customer must provide clear photos, order details, delivery details, product labels where applicable, and any other information reasonably requested by Nomadic.

17.4 The Customer must not dispose of, use, alter, install, spread, mix, plant, or otherwise interfere with Goods claimed to be damaged, incorrect, or defective unless authorised by Nomadic or unless necessary to prevent further loss.

17.5 Nomadic may require a reasonable opportunity to inspect the Goods before providing a remedy.

17.6 If Nomadic confirms that Goods were damaged, incorrect, or defective and the Customer is entitled to a remedy, Nomadic will provide a remedy required by law, which may include replacement, repair, refund, partial refund, store credit, or resupply.

18. Warranties and Australian Consumer Law

18.1 Our Goods and Services come with guarantees that cannot be excluded under the Australian Consumer Law.

18.2 To the extent permitted by law, any warranties not expressly stated in these Terms or required by law are excluded.

18.3 To the extent permitted by law, Nomadic's liability for any failure to comply with a consumer guarantee is limited, at Nomadic's option, to:

- (a) replacement of the Goods;
- (b) repair of the Goods;
- (c) refund of the price paid;
- (d) resupply of the Services; or
- (e) payment of the cost of resupply.

18.4 This clause does not limit any rights the Customer has under the Australian Consumer Law.

19. Delays and Events Outside Our Control

19.1 Nomadic is not liable for delay, non-performance, partial performance, or failure to fulfil an Order caused by events outside its reasonable control.

19.2 Such events may include but are not limited to supplier delays, courier delays, freight delays, stock shortages, product unavailability, weather events, storms, floods, heatwaves, bushfire, transport interruptions, strikes, labour shortages, machinery breakdown, vehicle breakdown, accident, illness, public holidays, seasonal demand, import delays, manufacturing delays, biosecurity restrictions, quarantine issues, road closures, government restrictions, power outages, website outages, payment system failures, telecommunications failures, cyber incidents, acts of God, or any other matter beyond Nomadic's reasonable control.

19.3 Where a delay occurs, Nomadic will use reasonable efforts to notify the Customer and provide an updated estimate where practical.

19.4 Estimated timeframes are not guaranteed and do not make time of the essence unless Nomadic expressly agrees in writing.

19.5 Nomadic is not liable for consequential loss, project delays, contractor costs, labour costs, installation delays, lost opportunity, loss of profit, or other indirect loss arising from delay, except to the extent required by law.

20. Use of Goods and Safety

20.1 The Customer must use all Goods safely, lawfully, and in accordance with any instructions, labels, warnings, manuals, supplier guidance, industry standards, and applicable laws.

20.2 The Customer is responsible for ensuring that Goods are suitable for the Customer's intended use, property, site, soil, climate, drainage, irrigation, sun exposure, pets, children, and environmental conditions.

20.3 Nomadic is not responsible for injury, loss, damage, failure, poor performance, or unsuitable results caused by incorrect use, unsafe use, misuse, installation error, poor maintenance, unsuitable site conditions, or failure to follow instructions.

21. Website Use

21.1 The Customer must not misuse the Website, interfere with its operation, attempt unauthorised access, upload malicious content, scrape data, copy content without permission, or use the Website for unlawful purposes.

21.2 Nomadic does not guarantee that the Website will be uninterrupted, error-free, secure, or available at all times.

21.3 Nomadic may suspend, update, remove, alter, or discontinue any part of the Website or online store at any time without notice.

22. Intellectual Property

22.1 All content on the Website, including text, images, photographs, designs, logos, graphics, product descriptions, layouts, tools, calculators, visualisers, icons, videos, and branding, is owned by or licensed to Nomadic.

22.2 The Customer must not copy, reproduce, modify, distribute, use, or exploit any Website content without Nomadic's prior written consent.

23. Email Marketing and Subscriber List

23.1 By placing an Order, creating an account, requesting a quote, booking a service, subscribing, or engaging with Nomadic, the Customer agrees that Nomadic may add the Customer's nominated email address and contact details to its customer communication and email subscriber list.

23.2 Nomadic may send service updates, booking information, product updates, maintenance reminders, seasonal information, special offers, promotions, newsletters, business updates, and other information relating to its Goods and Services.

23.3 The Customer may unsubscribe from marketing or promotional emails at any time by using the unsubscribe link included in the email or by contacting Nomadic at admin@nomadichomegarden.com.au.

23.4 Nothing in this clause prevents Nomadic from sending transactional, administrative, safety, booking, invoice, quote, payment, account, delivery, or service-related communications that are reasonably necessary in connection with the Goods or Services.

24. Privacy

24.1 Nomadic may collect, use, store, and disclose personal information for purposes including processing Orders, providing Goods and Services, managing accounts, arranging delivery, processing payments, responding to enquiries, marketing, record keeping, legal compliance, debt recovery, and business administration.

24.2 Nomadic may disclose information to suppliers, couriers, contractors, payment processors, software providers, professional advisers, debt collectors, insurers, and regulators where reasonably necessary.

24.3 By using the Website or placing an Order, the Customer agrees to Nomadic's collection and handling of personal information in accordance with applicable privacy laws and any privacy policy published by Nomadic.

25. Accounts and Customer Portal

25.1 Customers may be able to create an online account or access a customer portal.

25.2 The Customer is responsible for keeping login details secure and for all activity occurring under their account.

25.3 Nomadic may suspend or close an account where there is suspected misuse, fraud, non-payment, security risk, abusive behaviour, or breach of these Terms.

26. Third-Party Links and Platforms

26.1 The Website may contain links to third-party websites, apps, tools, payment providers, delivery providers, social media platforms, or external services.

26.2 Nomadic is not responsible for the content, operation, availability, security, policies, or conduct of any third-party website, platform, or provider.

26.3 The Customer may be subject to the terms and policies of those third parties.

27. Limitation of Liability

27.1 To the maximum extent permitted by law, Nomadic is not liable for any indirect, consequential, special, incidental, punitive, or economic loss, including loss of profit, loss of revenue, loss of opportunity, project delay, contractor costs, installation delay, business interruption, or loss of goodwill.

27.2 To the extent permitted by law, Nomadic's total liability arising from or connected with an Order is limited to the amount paid by the Customer for the affected Goods or Services.

27.3 Nothing in this clause excludes, restricts, or modifies any rights or remedies that cannot be excluded under the Australian Consumer Law.

28. Indemnity

28.1 The Customer agrees to indemnify Nomadic for any loss, damage, cost, expense, claim, liability, or demand arising from:

- (a) the Customer's breach of these Terms;
- (b) incorrect information supplied by the Customer;
- (c) unsafe or unsuitable delivery access;
- (d) incorrect use or installation of Goods;
- (e) failure to follow instructions;
- (f) failure to obtain approvals or permits;
- (g) damage caused by the Customer or third parties;
- (h) claims by third parties arising from the Customer's use of the Goods; or
- (i) any unlawful, negligent, or improper act or omission by the Customer.

28.2 This indemnity does not apply to the extent the loss is caused by Nomadic's proven negligence, wilful misconduct, or breach of law.

29. Debt Recovery and Unpaid Amounts

29.1 If any amount payable to Nomadic remains unpaid, Nomadic may recover the unpaid amount from the Customer together with all reasonable debt recovery costs, legal costs, administrative costs, merchant fees, chargeback fees, collection costs, and other expenses incurred in recovering the debt.

29.2 Nomadic may suspend further supply, cancel pending Orders, refuse future Orders, close customer accounts, or require upfront payment where amounts remain unpaid.

29.3 Payments received from the Customer may be applied first to recovery costs, fees, interest, and older debts before being applied to newer Orders.

30. Fraud, Misuse and Refusal of Service

30.1 Nomadic reserves the right to refuse service, cancel Orders, suspend accounts, or report conduct to relevant authorities where Nomadic reasonably suspects fraud, theft, abuse, harassment, false information, payment misuse, chargeback abuse, unlawful conduct, or breach of these Terms.

31. Governing Law

31.1 These Terms and Conditions are governed by the laws of South Australia.

31.2 The parties submit to the exclusive jurisdiction of the courts of South Australia.

32. Changes to These Terms

32.1 Nomadic may update these Terms and Conditions from time to time.

32.2 The Terms that apply to an Order are the Terms published on the Website or otherwise provided to the Customer at the time the Order is placed, unless otherwise required by law.

32.3 Continued use of the Website after updated Terms are published constitutes acceptance of the updated Terms for future Orders.

33. Severability

33.1 If any provision of these Terms is found to be invalid, unlawful, unfair, or unenforceable, that provision will be read down to the minimum extent necessary to make it valid and enforceable.

33.2 If the provision cannot be read down, it will be severed, and the remaining provisions will continue to apply.

34. Entire Agreement

34.1 These Terms, together with any Order confirmation, invoice, checkout page, product page, delivery information, and any other written terms issued by Nomadic, form the agreement between Nomadic and the Customer in relation to the online store Order.

34.2 The Customer acknowledges that they have not relied on any representation, statement, promise, image, estimate, or information not expressly included in the Order or these Terms, except to the extent required by law.