Terms and Conditions of Sale

The Antique Reproduction Shop Pty Ltd | ACN 110 232 598 | Last updated 21 September 2026

These Terms form part of each Contract with The Antique Reproduction Shop. Nothing in these Terms excludes, restricts or modifies any guarantee, right or remedy that cannot lawfully be excluded, including under the Australian Consumer Law.

1. Definitions and interpretation

1.1 In these Terms: ACL means Schedule 2 to the Competition and Consumer Act 2010 (Cth); Business Customer means a Customer acquiring Goods wholly or predominantly for business purposes; Company, we, us or our means The Antique Reproduction Shop Pty Ltd (ACN 110 232 598); Consumer has the meaning given by the ACL; Contract means the contract comprising the accepted Order, these Terms and any document expressly incorporated into the Order; Customer, you or your means the person or entity purchasing the Goods; Goods means the furniture, furnishings and related products described in the Order; Order means our accepted quotation, invoice, online order or written order confirmation; and Terms means these Terms and Conditions of Sale.

1.2 Headings are for convenience only. A reference to writing includes email. The words including and includes are not limiting.

2. Application acceptance and order priority

2.1 These Terms apply to retail, online, trade and wholesale sales unless we agree otherwise in writing. You accept them by paying a deposit or other amount, otherwise proceeding with an Order after receiving or being given access to these Terms, or selecting the checkout acknowledgement.

2.2 A website submission is an offer to purchase. A Contract is formed when we confirm acceptance or issue an accepted Order. We may decline an order before acceptance and will refund any payment taken for an order we do not accept.

2.3 If documents conflict, the following order applies: (a) written variations expressly accepted by both parties; (b) the Order; and (c) these Terms. A product description or statement forms part of the Contract where the law requires or the Order expressly adopts it.

2.4 These Terms do not exclude any representation or promise that cannot lawfully be excluded. Only our authorised representatives may agree to a contractual variation.

3. Goods specifications and customer approvals

3.1 You must check the Order before acceptance, including product, quantity, dimensions, orientation, timber or painted finish, hardware, marble, upholstery, fabric, leather, electrical requirements and delivery address.

3.2 Custom drawings, finish schedules, samples and written specifications approved by you become the production authority. Changes requested after approval are subject to feasibility, revised price, delay and written acceptance.

3.3 All measurements stated are subject to reasonable manufacturing tolerances. Any specific dimension that is essential must be identified in writing and expressly accepted by us before the Order is placed.

3.4 Physical samples may be viewed at our showroom where available. Where a physical sample cannot be viewed at the showroom, images may be provided as a guide. Colours, finishes and materials may appear differently due to lighting, photography, screens and the natural characteristics of materials.

4. Prices deposits and payment

4.1 Prices are in Australian dollars and include GST unless the Order states otherwise. Delivery, installation, assembly, access equipment, storage and other services are included only if expressly itemised.

4.2 Unless the Order states otherwise, a 30% deposit is payable when the Order is placed. Production or procurement need not commence until cleared funds and all required approvals are received.

4.3 Customer-selected fabric, leather, stone, hardware or other specially procured material may be required to be paid in full when ordered.

4.4 The balance and any agreed additional charges must be paid in cleared funds before dispatch, delivery or collection unless we approve written credit terms.

4.5 For Business Customers only, overdue amounts may accrue interest at the Reserve Bank of Australia cash rate plus 6% per annum, calculated daily, together with reasonable debt-recovery costs, to the extent permitted by law.

5. Made to order and customised Goods

5.1 Goods are made-to-order or customised where they are manufactured, finished, upholstered, resized, altered, sourced or reserved specifically for your Order.

5.2 Because commitments to suppliers, artisans and materials may begin soon after acceptance, made-to-order and customised Goods cannot be changed or cancelled as of right for change of mind. This clause does not limit rights arising from our breach or a failure to comply with a consumer guarantee.

6. Customer requested changes and cancellations

6.1 We do not provide refunds or exchanges merely because you change your mind, choose the wrong item, find a lower price elsewhere or no longer require the Goods.

6.2 A request to change, defer or cancel an accepted Order must be made promptly in writing. We may accept or refuse the request, acting reasonably and having regard to production status, supplier commitments, ability to reuse or resell materials and other relevant circumstances.

6.3 Once a made-to-order or customised Order has been accepted and work, procurement or production has commenced, the 30% deposit is non-refundable to the extent permitted by law and will be applied towards costs, commitments and losses arising from the cancellation.

6.4 Additional costs caused by an accepted change, together with any revised timetable, will be advised for approval before the change proceeds.

7. Lead times and delay

7.1 Unless expressly guaranteed in writing, production, shipping and delivery dates are estimates. The usual indicative lead time for made-to-order Goods is 12-16 weeks, but timing may vary with customisation, material availability, production schedules, shipping, customs, quarantine, port congestion and events outside reasonable control.

7.2 We will take reasonable steps to supply within the stated timeframe or, if none is stated, within a reasonable time. We will keep you reasonably informed of a material delay known to us.

7.3 A reasonable delay does not automatically entitle either party to terminate. Nothing in this clause limits a right to cancel or obtain another remedy where the law provides that right, including for failure to supply within an agreed or reasonable time.

8. Delivery collection and access

8.1 Unless otherwise stated on the invoice or agreed in writing, delivery charges cover delivery to a ground-floor location with safe and reasonable access. Stairs, upper-level delivery, difficult or restricted access, assembly, installation, unpacking and rubbish or packaging removal are not included and may incur additional charges.

8.2 You must provide complete and accurate access information and ensure safe, lawful and unobstructed access. Before ordering, you must check doors, corridors, stairs, lifts, loading zones, ceiling heights, turns and the destination space against the Goods and packaging dimensions.

8.3 We or the carrier may refuse an unsafe or materially different delivery condition. If delivery cannot be completed because information or access supplied by you was inadequate, delivery may be postponed and reasonable waiting, redelivery, access-equipment, handling and storage costs may apply after they are disclosed or estimated where practicable.

8.4 Heavy or bulky Goods will not be carried upstairs or above ground level unless that service has been agreed in writing and can be completed safely. You must not direct personnel to undertake unsafe work.

8.5 The customer should inspect the Goods as soon as reasonably possible after delivery. Visible delivery damage should be noted on the delivery record and reported to us within 48 hours, with photographs where possible. Concealed damage should be reported promptly after discovery. A failure to report within 48 hours may affect our ability to verify when damage occurred or pursue a carrier claim, but does not exclude or limit any rights under the Australian Consumer Law.

8.6 We may use independent carriers to perform delivery. Please report any delivery loss or damage to us promptly so that we can investigate and liaise with the carrier. Our use of an independent carrier does not exclude any rights or remedies that cannot lawfully be excluded.

8.7 Where you independently appoint and pay a carrier that is not arranged by us, responsibility for that carrier's services is governed by your agreement with the carrier, subject to applicable law. We remain responsible for the condition and conformity of the Goods when supplied by us.

9. Storage and uncollected Goods

9.1 We will notify you when the Goods are ready for collection or delivery. You must pay the balance and make reasonable arrangements to receive them.

9.2 If Goods remain uncollected or cannot be delivered for more than 90 days after notice of readiness for reasons attributable to you, we may charge a reasonable storage fee reflecting our storage and handling costs. We will notify you in writing of the proposed fee before it begins to accrue.

9.3 If Goods remain uncollected after further written notice, we may exercise rights available under applicable uncollected-goods law, including sale or disposal where legally permitted. Any proceeds will be applied as required by law to amounts properly owing and reasonable sale, storage and handling costs.

10. Title and risk

10.1 Legal title to the Goods remains with us until we receive full payment in cleared funds.

10.2 Risk passes when the Goods are delivered into your possession or control, collected by you, or collected by a carrier independently engaged by you. This allocation does not exclude our responsibility for loss, damage or non-conformity occurring before risk passes or any responsibility that cannot lawfully be excluded.

10.3 Until title passes, a Business Customer must keep the Goods identifiable, properly protected and free from any security interest inconsistent with our ownership.

11. Australian Consumer Law and remedies

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

11.2 For a major failure with Goods, a Consumer may reject the Goods and choose a refund or replacement, or keep the Goods and seek compensation for the reduction in value, subject to the ACL. A Consumer may also be entitled to compensation for reasonably foreseeable loss or damage.

11.3 For a failure that is not major and can be remedied, we may choose to repair the Goods, replace them or provide another remedy permitted by law. If we do not remedy the failure within a reasonable time, further remedies may become available.

11.4 We may assess the Goods before providing a remedy. Proof of purchase may be required, but original packaging is not required for an ACL claim.

11.5 For faulty Goods that are large, heavy or difficult to return without significant cost, we will arrange collection or pay necessary transport costs as required by law. If you reasonably pay return costs and a fault is confirmed, we will reimburse reasonable costs. If assessment finds no fault, collection or inspection charges may apply only after we provide a reasonable estimate.

11.6 No inspection period, warranty period, acceptance record, delivery signature or other clause in these Terms limits a non-excludable right or remedy.

12. Handcrafted Goods and natural materials

12.1 Hand carving, joinery, distressing, antiquing, gilding, upholstery, timber grain, knots, colour variation, marble veining and other natural or artisanal characteristics may vary between pieces. Reasonable variation consistent with the agreed design is part of the character of handcrafted furniture and is not necessarily a defect.

12.2 Timber and other natural materials may respond to changes in temperature, humidity, sunlight and use. Minor movement, fine checking or expansion-line exposure may occur without affecting acceptable quality or intended use.

12.3 These clauses do not excuse unsafe Goods, unacceptable quality, defective workmanship, or a material departure from an agreed description, sample or essential specification.

13. Care use and furniture safety

13.1 You must use and care for the Goods reasonably, use appropriate fixings where required, and keep the Goods away from excessive heat, moisture, rapid environmental change and prolonged direct sunlight.

13.2 Covered toppling furniture must be anchored securely to a wall or other suitable structure using an appropriate anchoring device. Always follow the permanent warning label and any safety or assembly information supplied with the Goods. Never allow children to stand, climb or hang on drawers, doors or shelves. Do not remove or obscure a permanent safety warning label.

13.3 Unless expressly included in the Order, we do not provide wall fixing, installation or assembly services. The customer is responsible for arranging suitable installation by a competent person and for ensuring that the fixing method is appropriate for the furniture, wall or structure and site conditions.

13.4 A warranty or remedy does not cover damage caused by misuse, abnormal use, accident, unauthorised alteration or repair, ordinary wear and tear, unsuitable installation or external conditions, but only to the extent that those matters caused or contributed to the problem. Nothing in this clause limits a non-excludable right or remedy.

14. Additional 12 month warranty against defects

14.1 In addition to your rights under the ACL, we warrant for 12 months from delivery that the Goods will be free from defects in materials and workmanship under normal domestic use, subject to clause 13 and any product-specific warranty supplied with the Goods.

14.2 To make a claim, contact The Antique Reproduction Shop at 31/70-72 Cave Hill Road, Lilydale VIC 3140, info@antiquereproductionshop.com.au or 03 9736 9490. Provide your name, proof of purchase, a description of the issue and reasonable supporting photographs. We will explain the assessment process and, for a valid claim, arrange an appropriate repair, replacement or other stated warranty remedy.

14.3 We are responsible for reasonable expenses of a valid warranty claim. Do not arrange repairs or incur substantial transport costs without first giving us a reasonable opportunity to assess and arrange the claim, unless urgent action is reasonably necessary to prevent further loss or for safety.

14.4 Our 12-month warranty is an additional warranty offered by The Antique Reproduction Shop. It does not replace or limit any rights or remedies that cannot be excluded under the Australian Consumer Law.

14.5 Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

15. Liability

15.1 Nothing in these Terms excludes, restricts or modifies liability or a right or remedy where doing so would be unlawful.

15.2 Subject to clause 15.1, neither party is liable to the other for indirect or consequential loss that was not reasonably foreseeable when the Contract was made. This does not exclude reasonably foreseeable loss recoverable under the ACL, personal injury, damage caused by negligence, fraud or wilful misconduct.

15.3 To the extent permitted by section 64A of the ACL and only where the Goods are not of a kind ordinarily acquired for personal, domestic or household use or consumption, our liability for failure to comply with an applicable consumer guarantee is limited, at our option, to replacement, repair, supply of equivalent Goods, or payment of the reasonable cost of those remedies.

15.4 You must take reasonable steps to minimise avoidable loss.

16. Business Customers

16.1 Clauses identified as applying only to Business Customers do not apply to a Consumer purchasing wholly or predominantly for personal, domestic or household use.

16.2 A Business Customer must not resell Goods using statements inconsistent with our current written specifications or remove safety warnings. Nothing in this clause limits any responsibility imposed on us by law.

17. Events outside reasonable control

17.1 A party is not liable for delay or failure to perform an obligation, other than an obligation to pay an amount already due, to the extent caused by an event beyond its reasonable control that it could not reasonably prevent or overcome.

17.2 The affected party must take reasonable steps to reduce the delay and notify the other party. If the event causes substantial or prolonged non-performance, the parties will discuss a fair solution, including termination and appropriate refund where required by law.

18. Complaints and dispute resolution

18.1 Please contact us promptly at info@antiquereproductionshop.com.au or 03 9736 9490 with your Order details and the outcome sought. We will assess the matter and respond within a reasonable time.

18.2 If a dispute is not resolved, either party may use available external dispute resolution or legal processes. Nothing in this clause prevents a Customer from contacting Consumer Affairs Victoria, the ACCC or another regulator, or exercising a statutory right.

19. Privacy and communications

19.1 We handle personal information in accordance with our Privacy Policy. Transactional notices may be sent to the contact details supplied in the Order. You must tell us if those details change.

20. General

20.1 A waiver is effective only if given in writing and applies only to the specific occasion. Delay in exercising a right is not a waiver.

20.2 If a provision is invalid or unenforceable, it is read down to the extent necessary or severed, without affecting the remaining provisions.

20.3 You may not assign the Contract without our prior written consent, which will not be unreasonably withheld. We may assign the Contract as part of a genuine business transfer, provided this does not materially reduce your rights.

20.4 We may update these Terms for future Contracts. The version accepted when your Contract is formed continues to govern that Contract unless both parties agree otherwise or the law requires a change.

20.5 The Contract is governed by the laws of Victoria, Australia. The parties submit to courts and tribunals having jurisdiction, without restricting any statutory right to bring proceedings elsewhere.