

Instant Granny Flats - Terms of Sale

Last Updated: April 22, 2025

1. Definitions

We, Us, Our, IGF, or Instant Granny Flats refers to Instant Granny Flats Pty Ltd and/or any authorised dealers as appointed from time to time. You and Your refers to the client or purchaser of the Product(s). Product, Goods, Cabin, Manufactured Home, Caravan, Relocatable Home, Unit or Equipment refers to any structure or item supplied by Instant Granny Flats.

2. Authorised Dealers

At the time of these Terms, Instant Granny Flats Pty Ltd is the sole authorised dealer. We may appoint additional authorised dealers in the future. Any such dealers will be disclosed in writing where relevant.

3. Amendments to Terms

We reserve the right to change or update these Terms of Sale at any time. Where reasonably possible, we will notify you of significant changes.

4. Australian Consumer Law

Our Goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a refund or replacement for major failures and repair or replacement for minor issues.

5. Limitation of Liability

We are not liable for any indirect, economic, or consequential loss (including loss of use or damage to property). Our liability is strictly limited to the purchase price of the Product. You agree to indemnify us against such claims.

6. Warranty Against Defects

Products are warranted to be free from defects for 12 months from the date of delivery or pick-up. We may engage our technicians or local trades to carry out repairs where appropriate. Return costs to us are your responsibility unless otherwise agreed in writing. This warranty will be void where Products have been altered or modified, where the fault falls within accepted industry standards, or where damage is caused by misuse. Warranty excludes normal wear and tear and any third-party components not supplied by us.

Please note: We do not provide any warranty for strip LED lighting included in units. While it is uncommon for these to fail, if you experience any issues and are unsure how to resolve them, feel free to contact us—we're happy to guide you through basic troubleshooting where possible.

7. Setup Requirements

You may need to engage licensed tradespeople depending on your requirements. You are responsible for hiring qualified and appropriately licensed tradespeople for all setup work, including but not limited to electricians, plumbers, gas fitters, and builders.

8. General Terms

You are responsible for local compliance. You confirm you have visited a display village and acknowledge the quality of display units. You accept minor imperfections may exist. Measurements may vary slightly from marketing materials or web listings. All costs due to incorrect information are your responsibility. You agree to all laws, regulations, and payment conditions.

9. Additions to product

If you wish to add decking, patios, or any structural additions to your Instant Granny Flat, you are solely responsible for conducting your own due diligence with your local council or governing body to ensure compliance with all relevant regulations and approvals. Instant Granny Flats holds no responsibility for any associated costs, penalties, or compliance issues that may arise from these additions. If council deems such modifications non-compliant at any time, all related consequences (including removal or remediation) are the responsibility of the purchaser.

10. Refunds

Refunds post-delivery are considered on a case-by-case basis. If approved, returns must be in original condition and costs are your responsibility. A \$1,000 admin fee may apply.

11. Deposits, Cancellations & Variations

Deposit confirms your order. Custom builds require a 50% non-refundable deposit. Cancellations or variations may incur additional charges.

12. Payment Schedule

Full payment is required before dispatch or pickup. Final invoice sent 2 weeks prior to completion.

13. Delivery

Delivery may be subcontracted. You must ensure access to the site. The only guarantee is delivery to the nearest Council road in a safe location as deemed by the driver.

14. Storage Fees

We may reallocate your Product if payment is overdue. Storage fees of \$50/day apply after 5 days overdue.

15. Force Majeure

We are not liable for delays due to events beyond our control including natural disasters, illness, strikes, or pandemics.

16. Default Events

You are in default if you breach these Terms or become insolvent. We may retain payments and cancel orders.

17. Indemnity

You indemnify us against any claims related to the supply or use of the Products.

18. Intellectual Property

All branding, designs, and materials remain our intellectual property and may not be copied or distributed without written permission.

19. Governing Law

These Terms are governed by the laws of the state or territory where the Product is purchased.

20. GST

All amounts include GST unless stated otherwise.

21. Title and Risk

Risk transfers on delivery or pickup. Title transfers upon full payment.

22. Advice Disclaimer

Advice is provided in good faith but you should make your own assessment.

23. Severability

Invalid provisions do not affect the remainder of the Terms.

24. Waiver

Failure to enforce any term does not constitute a waiver.

By paying your deposit, you acknowledge that you have read, understood, and agreed to these Terms of Sale.