

# BUNNAMAGOO ESTATE WINES

## General Terms and Conditions of Sale

These Terms and Conditions are applicable to the sale of Wine by Paspaley Pastoral Company Pty Ltd ABN 43 107 413 669 trading as Bunnamagoo Estate and Bunnamagoo Estate Wines.

These Terms and Conditions are effective from September 2021.

These Terms and Conditions may be changed at any time at Our discretion.

These Terms and Conditions are governed by New South Wales Liquor Licence LIQW880010130.

## 1. Sales and delivery

### 1.1 Sales - General

- (a) You may only order Wine from Us if you are at least 18 years of age.
- (b) We will not sell Wine to any person under 18 years of age.
- (c) By ordering Wine from Us, you will:
  - (i) be taken to agree to these Terms and Conditions in their entirety; and
  - (ii) upon request by Us, provide verification of Your age, identity, residence or any other information reasonably connected with Your order.
- (d) We may refuse Your Order for any reason at Our absolute discretion. Without limiting the foregoing, we reserve the right to refuse Your Order if We reasonably believe that:
  - (i) You have not provided information reasonably requested by Us in connection with Your Order;
  - (ii) refusal is required by or in connection with any law or any liquor licence held by Us; or
  - (iii) You have breached these Terms and Conditions.
- (e) Our sale of Wine to You is subject to the availability of Wine at the time of purchase.
- (f) Our sale of Wine is made in New South Wales in accordance with Our liquor licence.
- (g) We will only deliver Wine to addresses located within Australia where We are permitted by law to do so.
- (h) You may only order Wine for personal consumption. You must not purchase Wine for resale or for any other commercial purpose. We reserve Our right to refuse to sell You Wine if We reasonably suspect You are purchasing the Wine for resale or other commercial purposes.

### 1.2 Credit Card Information

- (a) You agree and authorise Us or a third-party (on Our behalf) to debit Your nominated credit card for:
  - (i) any Wine ordered by You; and

- (ii) any delivery, freight or ancillary costs relating to any Shipment.

### **1.3 Delivery**

- (a) You must pay any delivery, freight or ancillary costs associated with any Shipment of Wine ordered by You. Such costs will be charged in addition to the price of the Wine.
- (b) In relation to each Shipment of Wine, We will:
  - (i) deliver the Shipment to the delivery address notified by You;
  - (ii) not leave the Shipment at unattended premises unless requested by You to do so;
  - (iii) assume that any person 18 years or older who is at the delivery address is authorised by You to accept the Shipment;
  - (iv) not leave the Shipment with a person who is under 18 years of age or who cannot verify that they are 18 years of age or older.
- (c) You acknowledge and agree that if You or another person (who is 18 years of age or older and authorised to accept a Shipment on Your behalf) are not present at the delivery address at the time of delivery, the Shipment will need to be collected by You or re-delivered to You at Your expense.
- (d) Upon delivery of a Shipment to the delivery address, all risk and title in the Shipment shall pass to You and You will bear the risk of any loss, damage or deterioration of or to the Wine from that time.
- (e) We will endeavour to provide You with an estimate of the date and time on which any Shipment will be delivered to You; however, We are unable to guarantee any delivery timeframe.

### **1.4 Returns and refunds**

- (a) In the unlikely event that any Shipment contains Wine which is faulty, damaged or defective, please contact Us as soon as possible to discuss options for a refund or replacement of the Wine.
- (b) Nothing in these Terms and Conditions is intended to exclude or restrict any rights You have under any law which may apply to these Terms and Conditions, including under the *Competition and Consumer Act 2010* (Cth).

## **2. Privacy**

- (a) Our privacy policy, which can be found at <https://www.bunnamagoowines.com.au/privacy-policy/> will apply to the collection, use and disclosure of Your personal information. You consent to Your personal information being collected, used and disclosed in accordance with that policy. In particular (but without limiting the foregoing), You agree that Your personal information, including Your credit card details, may be provided to third-party providers of payment and other business services in connection with the sale and Shipment of Wine to You.
- (b) You agree that We may request verification of Your age, identity or residence or seek any other information reasonably connected with Your order.

## **3. Exclusions**

We are not responsible for any loss, damage or claim in connection with any failure by You to provide Us with accurate information, including Your delivery address.

## 4. General

- (a) You are solely responsible for paying any government tax, duty or other fee or charge that arises in connection with any Shipment of Wine in any way.
- (b) Any failure or delay by a party in exercising their rights under these Terms and Conditions does not constitute a waiver of those rights.
- (c) These Terms and Conditions constitute the entire agreement between Us with respect to any Order of Wine by you and, except as expressly provided otherwise, all prior arrangements, agreements, representations and undertakings will have no effect.
- (d) A clause or part of a clause of these Terms and Conditions that is found to be illegal, invalid or unenforceable may be severed by these Terms and Conditions and the remaining clauses will continue in full force and effect.
- (e) All clauses of these Terms and Conditions which give rise to an ongoing obligation will survive termination of these Terms and Conditions.
- (f) Any sale of Wine in accordance with these Terms and Conditions will take place in New South Wales from Our licensed premises as described in Our New South Wales liquor licence.
- (g) These Terms and Conditions are governed by the law in force in New South Wales and You submit to the non-exclusive jurisdiction of the courts of New South Wales.

## 5. Defined terms and interpretation

### 5.1 Defined terms

In these Terms and Conditions, unless the context otherwise requires:

- (a) **Shipment** means, as the context requires, the process of Us shipping Wine to You or the quantity of Wine to be shipped to You by Us;
- (b) **Terms and Conditions** means these terms and conditions, as amended from time to time;
- (c) **We, Us, Our** is a reference to Paspaley Pastoral Company Pty Ltd ABN 43 107 413 669;
- (d) **Website** means the website which relates to Bunnamagoo Estate Wines (currently available at: [www.bunnamagoowines.com.au](http://www.bunnamagoowines.com.au));
- (e) **Wine** means any wine or other product which is produced or supplied by Us;
- (f) **You, Your, Yours** is a reference to a person ordering Wine.

### 5.2 Interpretation

In these Terms and Conditions, unless the context otherwise requires:

- (a) the singular includes the plural and vice versa and a reference to one gender includes all other genders;
- (b) another grammatical form of a defined word or expression has a corresponding meaning;

- (c) the word 'including' and similar expressions are not words of limitation;
- (d) a reference to a clause, paragraph, schedule or annexure is to a clause or paragraph of or a schedule or annexure to these Terms and Conditions, and a reference to these Terms and Conditions includes any schedule or annexure;
- (e) a reference to a document, instrument or law, including these Terms and Conditions, includes the document, instrument or law as amended, novated or replaced from time to time;
- (f) a reference to a person includes a natural person, body corporate, partnership, association or government entity;
- (g) a reference to time is to the time in Sydney, NSW;
- (h) headings are for ease of reference only and do not affect interpretation; and
- (i) a rule of construction does not apply to the disadvantage of a party solely because that party was responsible for the preparation of these Terms and Conditions or any part of them.