

WINESMITHS TERMS AND CONDITIONS

1. GENERAL

1.1 The use of this website is governed by these terms and conditions, which may be varied by Winesmiths from time to time.

1.2 You may only use this website if you are aged 18 years or over or otherwise over the legal drinking age in your country or residence. You must immediately exit the website if you do not meet these requirements.

1.3 Every time you use this website, you acknowledge to us that you are bound by these terms of use.

1.4 Purchases made through this site are made under S. Smith & Son Pty Ltd producer licence 57601051.

2. INTELLECTUAL PROPERTY AND RESTRICTIONS ON USE OF CONTENT

2.1 Unless expressly stated otherwise, all intellectual property rights appearing on this website, such as names, trademarks (registered and unregistered), logos and copyright material, are owned by us and/or our related companies. You must not use that intellectual property in any way whatsoever, except as expressly permitted by us in writing (or in the case of copyright material, as permitted by Australian and international copyright laws).

3. PRIVACY AND PERSONAL INFORMATION

3.1 Any personal information submitted by you on this website is governed by our Privacy Policy.

4. LINKS TO THIRD PARTY SITES

4.1 There may be links to other websites or advertisements of goods and services available from other parties on our website. We are not responsible for those websites, their content or the goods and services available on them. Links and feeds are provided solely for your convenience and you use them and the linked websites entirely at your own risk.

5. DISCLAIMER

5.1 While we will take all reasonable steps to ensure that this website is accurate, the website and its contents are provided on an "as is" basis. To the maximum extent permitted by law, all warranties in respect of this website and the information contained in it (including the content of or use of this site, the security of your computer in accessing this site, computer viruses, the availability, uptime and security of this site and the integrity of data accessed through this site) are excluded. We (including our related companies) are not liable for any loss or damage which you may suffer as a result of using this website. We reserve the right to revise the content of, or withdraw access to this website at any time without notice or liability to you.

TRANSACTIONS ON OUR WEBSITE

The following terms and conditions apply to any orders and purchases you make from this website

6. PRICES

6.1 The prices advertised by Winesmiths may be altered at any time without notice.

6.2 Prices quoted are in Australian dollars; include GST, and all other taxes. Freight may be additional but will be notified to you at the time of check out.

7. ORDERS

7.1 When placing an order with The Winesmiths, you confirm that all the details that you have provided in completing the order and offer to purchase the goods are true and correct.

7.2 It is a condition of purchase that you verify that you are 18 years of age or over. All orders are subject to acceptance by The Winesmiths.

8. DELIVERY

8.1 If a freight cost applies it will be provided at check-out.

8.2 Risk in the goods passes to the member upon delivery.

8.3 Winesmiths is not responsible for and does not accept liability for delay or non-delivery of products. In the case of late delivery, the member must accept goods delivered.

8.4 If the member is not at the delivery address at the time of delivery the goods may be left with a person at

the delivery address who is 18 years or older but may be required to show proof of age. In the event nobody is at the delivery address who meets the criteria under these terms and conditions, a waiting card will be left in the member's mailbox. This card will advise the next steps required to obtain delivery of the member's order. The member's order will not be left with persons under the age of 18 years. Winesmiths cannot agree to unattended deliveries in any circumstances.

9. PAYMENT

9.1 Your credit card will be debited for the wine and associated costs prior to despatch.

9.2 If for any reason your credit card is unable to be debited for the cost of the wine then The Winesmiths' staff may contact you to advise that the order was unable to be processed.

10. RETURNS

10.1 Your rights under the Australian Consumer Law are not affected by these terms and conditions, namely 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 for 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.

10.2 Winesmiths will accept and replace faulty and/or out of condition goods or goods that are wrongly described or breach a consumer guarantee returned by the member provided that the goods were not broken or damaged after delivery, the goods are not out of shelf life and the member notifies Winesmiths of their intention to return the goods within 7 days of delivery. If your purchase incurred a delivery fee, then we will cover the cost of delivery for the return (only when Winesmiths is at fault or have breached a consumer guarantee. In all other circumstances, including change of mind, the delivery charge will be deducted from the refund to the member).

11. LIABILITY

11.1 Subject to any relevant statutory provisions, these terms contain the entire agreement between Winesmiths and you on the subject matter and all representations, warranties and agreements (whether express or implied and whether statutory or otherwise) are expressly excluded and Winesmiths liability is limited to the lesser of the cost of replacing the products; or the costs of obtaining equivalent products.

11.2 Contents of this site do not constitute advice and should not be relied upon in making, or refraining from making, any decision.

12. RESPONSIBLE SERVICE OF ALCOHOL

12.1 Winesmiths supports the responsible service and consumption of alcohol and recommends that alcohol be enjoyed in moderation.

12.2 It is against the law to sell or supply alcohol to, or to obtain alcohol on behalf of, a person under the age of 18 years. The member therefore warrants that they are 18 years or over of age; and that any person that you are obtaining the products for is also 18 years or over.

13. Winesmiths is a registered trademark by S. Smith & Son Pty Ltd ABN 17 007 871 427 and any reference to Winesmiths in these conditions includes a reference to that company.