

## Chas Cole Cellars Pty Ltd Website Terms & Conditions of Use

Welcome to the <http://chascolecellars.com.au> website (the "Site"). This Site is operated and owned by Chas Cole Cellars.

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS SITE.

Your access to and use of the Site is conditional on acceptance of these Terms and Conditions.

By using this Site, you signify your agreement to these Terms and Conditions. If you do not agree to all of these Terms and Conditions of use, do not use this Site.

***This Site does not provide medical advice. For further details – see the section on Content and Information Service below.***

### 1 Access

1.1 The Site is only intended for individuals who can form legally binding contracts. By using the Site you are representing and warranting that you are over 18 years of age and able to enter into contracts. Do not use the Site if you do not qualify.

1.2 Chas Cole Cellars may alter or update the Site at any time.

1.3 Chas Cole Cellars reserves the right to deny you access to, or use of, all or part of the Site, without prior notice, if you engage in any conduct that Chas Cole Cellars believes, in its sole discretion:

- (a) violates any term or provision of these Terms and Conditions;
- (b) violates the rights of Chas Cole Cellars or third parties; or
- (c) is otherwise inappropriate for continued access and use of the Site.

### 2 Content and Information

2.1 You accept that any information or material provided on the Site is general information and not intended to be, or in the nature of, advice.

2.2 You should make your own enquiries and seek independent advice from relevant professionals before acting or relying on any information or material which is made available to you on the Site.

### 3 Pricing and Products

3.1 All prices and fees on the Site are in Australian Dollars and are current at the time of display. Prices are subject to change and we reserve the right to alter any prices that appear on the Site at our discretion and without a reason or notice.

3.2 Products are subject to availability. We make every effort to ensure the availability of products displayed on the Site but do not warrant that all products will be available all the time.

3.3 We take every reasonable care to ensure accuracy of information on all products listed on the Site. However, this information is obtained from manufacturers or distributors and we do not accept liability for any errors in pricing and description.

3.4 You are responsible for making decisions about which products best suit your needs. Unless otherwise stated on the Site, neither Chas Cole Cellars nor its officers, directors, employees, agents or related bodies corporate recommend or endorse or assume responsibility for any specific products, brands, methods, tests, procedures, opinions, or other information that may be available on the Site. Reliance on any information provided by Chas Cole Cellars, Chas Cole Cellars employees, others appearing on the Site at the invitation of Chas Cole Cellars, or other visitors to the Site is solely at your own risk.

## **4 Compliance**

4.1 All products must be used in accordance with product guidelines available with the product, including any expiry date.

4.2 Products available on the Site may be subject to product recalls by the manufacturer. Chas Cole Cellars will endeavour to notify users of product recalls by placing a notice providing information regarding the product recall on the Site. You must comply with product recalls.

## **6 Orders and Delivery**

6.1 Orders will not be delivered until full payment has been received by Chas Cole Cellars and we are satisfied with the integrity of the order.

6.2 Payment must be made using the methods provided on the Site. Payments may be made by direct debit but only after an appropriate authority has been signed by the customer before the order is made. Please contact Chas Cole Cellars to arrange for direct debit.

6.3 We reserve the right to not provide goods or services, terminate accounts or cancel orders (or part thereof) at our sole discretion at any time. Except subject to these Terms and Conditions, we will not be held liable for loss or damage arising from the exercising of these rights.

6.4 It is your obligation to enter the correct delivery address details at time of ordering. If you enter the wrong address, we are not obliged to re-send the order to the address at our own expense.

6.5 You may request special arrangements for delivery of urgent orders in Australia or internationally. Please advise us of any arrangements when placing the order. Additional fees may apply for special arrangements.

6.6 Unfortunately, we cannot guarantee time of delivery. We will provide you with an estimated date for delivery and will make every effort to deliver by this time but we will not be held liable for late delivery. You agree that late delivery does not constitute a failure of our agreement and does not entitle you to cancel an order.

6.7 It is your responsibility to inform Chas Cole Cellars if an order does not arrive. We will make enquiries with the courier responsible to ensure delivery as soon as possible. Any items lost in transit will be replaced at our sole discretion.

## **7 Returns**

7.1 Faulty products ordered on the Site may be returned. Return of an item purchased will only entitle you to a store credit for the same amount. All returns are subject to acceptance of the fault by Chas Cole Cellars and the supplier of the goods. Chas Cole Cellars is under no obligation to accept returns products except where the product is demonstrated to be faulty or defective.

## **8 System Integrity and User Conduct**

8.1 You must not use the Site to:

- (a) print a copy of any information contained on the Site for commercial use or on-sell information obtained from the Site;
- (b) impersonate or otherwise misrepresent your identity or affiliation with any other person or entity;
- (c) send junk, obscene, indecent, defamatory, offensive or threatening electronic mail or "spam" to people who would not wish to receive mail from you;
- (d) falsify or delete any attributions, legends, or other proprietary designations of origin or source of any Content of the Site;
- (e) conduct, display, or forward surveys, contests, pyramid schemes, or chain letters;

- (f) interfere with or disrupt the Site or servers or networks connected to the Site, or disobey any requirements, procedures, policies, or regulations of networks connected to the Site;
- (g) attempt to gain unauthorised access to the Site or computer systems or networks connected to the Site through any means;
- (h) commit forgery (or attempted forgery);
- (i) stalk or harass any individual or harm minors in any way;
- (j) collect or store personal data about other users, including but not limited to e-mail addresses and payment details; or
- (k) violate any applicable state, Commonwealth or international law, convention or regulation.

## **9 Copyright, Trade Marks and Other Intellectual Property Rights**

9.1 The information, text materials, graphics, logos, button icons, images, video and audio clips, trade marks (whether registered or not), advertisements, layout, arrangement, graphical user interface, look and feel, and control features of the Site (the "Content") is protected by copyright, trade mark and other intellectual property laws.

9.2 You must not modify, copy, reproduce, republish, frame, upload to a third party, transmit or distribute in any way the Content including product information provided by third parties to Chas Cole Cellars except as expressly provided in these Terms and Conditions or as permitted by the Copyright Act.

9.3 The Chas Cole Cellars' logo and name are the trade marks of Chas Cole Cellars, and may not be used as part of your business or in connection with any goods or services without the prior written consent of Chas Cole Cellars.

## **10 Links and Advertising**

10.1 The Site may contain links to third party websites not under the control of Chas Cole Cellars. Chas Cole Cellars makes no warranty or representation and accepts no responsibility for any websites operated or controlled by entities other than Chas Cole Cellars or advertisements on the Site which are or may become linked or framed to or from the Site. You acknowledge that you enter any third party websites at your own risk.

## **11 Disclaimer of Warranties and Limitation of Liability**

11.1 Subject only to clause 11.2 below:

- (a) the Site is provided by Chas Cole Cellars on an "as is" basis without any express or implied warranty or condition of any kind;
- (b) Chas Cole Cellars does not warrant that the information contained in or accessible through the Site is accurate, suitable for your purposes or without errors, omissions or viruses;
- (c) Chas Cole Cellars does not guarantee continuous, uninterrupted or secure access to the Site;
- (d) You acknowledge that access and use of the Site (including the software operating in connection with the Site) may be interfered with by numerous factors outside of Chas Cole Cellars;
- (e) Chas Cole Cellars does not warrant the accuracy of any advice, opinion, statement, representation or other information displayed on or accessible through the Site;
- (f) Chas Cole Cellars makes no commitment to update any material on the Site; and
- (g) you accept all risks and responsibility for all loss, damage, costs and other consequences resulting from using the Site or the material on or accessible through the Site.

11.2 In no event shall Chas Cole Cellars be liable for any direct, indirect, special, incidental, consequential (including among other things loss of revenue or profits), punitive, or exemplary, damages of any kind or subject to equitable or injunctive remedies (whether based on breach of contract, tort, negligence, strict liability or otherwise) arising out of:

- (a) access to, or use of the Site, or delay or inability to use the Site, or the, or any information

contained in the Site; or  
(b) the products and services available online.

11.3 Where the laws of any country or state in which these terms and conditions are effective implies into these Terms and Conditions any term, condition or warranty, and those laws avoid or prohibit provisions in a contract excluding or modifying them, then the term, condition or warranty shall be deemed to be included in these terms and conditions provided that the liability of Chas Cole Cellars, its officers, directors, employees, agents and related bodies corporate for a breach of any such term, condition or warranty, including any economic or consequential loss which you may sustain shall be limited, at the option of Chas Cole Cellars, to:

(a) in the case of services, the supply of the services again, or the payment of having the services re-supplied; and

(b) in the case of goods, the replacement or repair of the goods, the supply of equivalent goods, or the payment of the costs of replacing or repairing the goods or acquiring equivalent goods.

11.4 Nothing in this limitation of liability shall exclude liabilities not permitted to be excluded by applicable law.

## **12 Indemnification**

12.1 You agree to indemnify, defend, and hold harmless Chas Cole Cellars, and its officers, directors, shareholders, employees, consultants, licensors, suppliers, agents, and related bodies corporate from any and all third-party claims, liability, damages, and costs (including, but not limited to, reasonable lawyers' fees) arising from your use of the Site or your failure to comply with these Terms and Conditions, or from your violation of any applicable law.

## **13 General**

13.1 Chas Cole Cellars may from time to time amend or update these Terms and Conditions without prior notice.

13.2 Chas Cole Cellars shall not be liable by reason of the failure in the performance of obligations under the Terms and Conditions by reason of strikes, riots, fire, explosion, acts of God, governmental action, or any other cause which is beyond the reasonable control of Chas Cole Cellars, including any form of technological failure or the actions of third parties.

13.3 These Terms and Conditions constitute the entire agreement between you and Chas Cole Cellars with respect to the Site, and the Terms and Conditions replace all prior or contemporaneous understandings or agreements, written or oral, regarding the Site.

13.4 These Terms and Conditions are governed by the laws in force in Victoria, Australia. You agree to submit to the exclusive jurisdiction of courts of that jurisdiction.

13.5 These Terms and Conditions may not be dealt with in any way by you (whether by assignment or otherwise) without Chas Cole Cellars' prior written consent. You agree that Chas Cole Cellars may automatically assign this agreement to a third party.

## **14 International Orders**

14.1 Chas Cole Cellars is based in Belmont, Victoria, Australia. Chas Cole Cellars makes no claims that the Site is appropriate for viewing or ordering products outside of Australia or may be lawfully downloaded outside of Australia. If you access the Site from outside Australia, you do so at your own risk and are responsible for compliance with the laws of your jurisdiction.

Thank you for your cooperation. We hope you find the Chas Cole Cellars Site helpful and convenient to use! Questions or comments regarding this website should be directed by

electronic mail to [enquiry@chascolecellars.com.au](mailto:enquiry@chascolecellars.com.au) or via mail to Chas Cole Cellars corner Settlement and Breakwater Roads Belmont, Victoria, Australia.