



TERMS AND CONDITIONS

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS OF USE CAREFULLY BEFORE USING THIS WEBSITE.

SECTION 1 – OVERVIEW

All users of this website agree that access to and the use of, this website is subject to the following terms and conditions. If you do not agree to these terms and conditions, please do not use this website.

This agreement is a contract between you (the “customer”) and Beach Family Wines Pty Ltd (Aust ABN: 36 147 259 185). Beach Family Wines Pty Ltd operates under the New South Wales Liquor License number: LIQW880014773, owns the website www.beachfamilywines.com.au and is the supplier of wines via this website.

All orders are processed and distributed by Beach Family Wines Pty Ltd, from our licensed premises at Meredith Rd, Black Hill, NSW, Australia 2322.

Persons under 18 years of age are not permitted to place orders for alcohol. 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.

www.beachfamilywines.com.au supports the responsible service of alcohol.

Beach Family Wines recommends that alcohol be consumed in moderation.

By completing the customer application and/or sales process and using the beachfamilywines.com.au website, you acknowledge that you have read and understood these terms and conditions and agree to be bound by these terms and conditions.

SECTION 2 – PURCHASING & DELIVERY OF GOODS

Delivery Area

Beach Family Wines provides delivery of goods across Australia. Beach Family Wines does currently ship to international markets, however please send an email to our email address (in Contact Us Tab), to allow us to determine freight costs & discuss them with you, prior to ordering.

Delivery / Freight Rates

Beach Family Wines offers the following freight rates:

<u>Number of Bottles</u>	<u>Destination</u>	<u>Cost to Customer</u>	<u>Comments</u>
1 to 5	Within Australia	\$25.00	(*Some Remote areas may incur additional expense).
6 or more	Within Australia	\$ Nil	BFW will pay freight costs.#

International Orders Contact Us via email on our “Contact Us” page.

(* = Some Remote areas may incur additional expense)

(# = Some postcodes outside our accepted delivery area, may incur \$25 postage. Check by testing your postcode in our ordering system, before checking out).

Orders:

To place an Order with Beach Family Wines:

(a) Selecting Goods on beachfamilywines.com.au website. First select “**The Wines**” Tab, scroll down to view the wine(s) you wish to purchase, then select the “**Buy Now**” button, which will add that wine to your cart. Then continue shopping with other wines or select the “**View Cart**” button to check your order/ or adjust your order. When order is correct press the “**Proceed to Checkout**” button & complete entering your Personal Details etc to allow delivery calculation & payment.

(b) Selecting Goods and instructing Beach Family Wines by telephone that you wish to purchase the Goods, and providing your Personal Details to Beach Family Wines; or

(c) Selecting Goods and instructing Beach Family Wines by e-mail that you wish to purchase the Goods, and providing your Personal Details to Beach Family Wines.

Authorised Receipt of Goods

Anyone at the Delivery Address who receives the Goods shall be presumed by Beach Family Wines to be authorised to receive the Goods on your behalf.

Under law, alcoholic beverages can only be sold or supplied to persons aged 18 years of age or over. By placing an order, the buyer confirms they are at least 18 years of age. If buying wine as a gift, the recipient must also be at least 18 years of age.

SECTION 3 – RISK & TITLE

Upon delivery of the goods to the customers chosen address, the risk and title of the goods passes to the customer.

Returns and Refunds

If you are not satisfied with the quality of the Goods you have received from Beach Family Wines contact us on 0437 794 199 or by sending an email to our email address (in Contact Us Tab), within two weeks of receipt of goods.

Returns: Where wine is to be returned, Beach Family Wines will arrange to collect the wine from the buyer at a mutually convenient time. The buyer must keep the wine in a safe and proper manner and take reasonable care of it; wine should be returned in its original packaging & packed to avoid breakage during transport back to Beach Family Wines.

Refunds: If a refund for products purchased is deemed reasonably appropriate by Beach Family Wines, we will refund the purchase price within 30 days of return of product to our winery.

SECTION 4 – PRICE OF GOODS & PAYMENT

Price of Goods

The price the customer will pay for goods ordered is the price specified on the website plus delivery fees to ship the goods to the specified destination. All prices quoted are in Australian Dollars and include GST. Price variations do occur, the price paid will be the price quoted on the date of order. In the event of a pricing error, Beach Family Wines reserves the right to contact a customer & correct the error, prior to delivery occurring.

Method of Payment

Beach Family Wines website accepts payment by PayPal, MasterCard & Visa. Email orders will need to follow & pay the EFT details on the Invoice, prior to dispatch. Transaction payments using PayPal, Mastercard and Visa can be completed wholly online at www.beachfamilywines.com.au. Payment must be received in full prior to goods being dispatched.

SECTION 5 – OUR WINE CLUB – “THE FAMILY”

Join “The Family”

Beach Family Wines provides a wine club for our customers which ships a SIX (6) Pack of Wines out to you quarterly (at a discounted rate to club members), at the following times :

- Quarter 1 delivery = last 2 weeks of Feb.
- Quarter 2 delivery = last 2 weeks of May.
- Quarter 3 delivery = last 2 weeks of Aug.
- Quarter 4 delivery = last 2 weeks of Nov.

By completing the Join “The Family” application on the beachfamilywines.com.au website, you are agreeing to accept these quarterly wine club offers as well as offers / material accompanying the wines on a quarterly basis.

“The Family” Members are able to select either White, Red, Sparkling or Mixed Six Packs, according to their preference (as provided to Beach Family Wines no later than the second week of each new quarter).

SECTION 6 – CONTENT & INTELLECTUAL PROPERTY

The material displayed on beachfamilywines.com.au is subject to copyright owned by Beach Family Wines Pty Ltd and is protected by law. Website visitors must not do anything to prejudice the rights of the logo or graphics associated with the Beach Family Wines brand or any of its sub-brands.

Copyright: All content included on this site, including but not limited to text, graphics, logos, button icons, images and software is the property of Beach Family Wines Pty Ltd is protected by the Commonwealth of Australia Copyright Act 1968 and other international copyright laws.

The content, layout, design, concept and organisation of the beachfamilywines.com.au website (Content) which is or may be the subject of patent, copyright, trade mark, design, confidentiality or other intellectual property rights (Intellectual Property, IP) belongs to Beach Family Wines Pty Ltd. By use of the beachfamilywines.com.au website, you acknowledge and agree that Beach Family Wines Pty Ltd, own all right, title and interest in, or are otherwise licensed to use the Intellectual Property in the Content and you will not do anything to hinder, impede, invalidate or challenge Beach Family Wines Pty Ltd.'s ownership, entitlement to use, or registration of any part of the Intellectual Property in the Content. By use of the beachfamilywines.com.au website, you also acknowledge and agree that you will not use any content or IP in any way which might diminish the value of the Intellectual Property (IP), the Content or of Beach Family Wines Pty Ltd.

Subject to your compliance with these Website Terms & Conditions, permission is granted to display and download or print portions of the material from the site solely for your own non-commercial use or to place an order with Beach Family Wines.

Any improper use, including but not limited to the reproduction, modification, distribution, transmission, re-publication or display of the content on this site is strictly prohibited.

Third-party links: Beach Family Wines may at times have links to other websites, Beach Family Wines is not responsible for the content of linked websites. If a visitor has any concerns with the content of linked websites from beachfamilywines.com.au, please notify Beach Family Wines.

Third-party content: Beach Family Wines may occasionally display material sourced from a third party, Beach Family Wines does not represent the accuracy of that material.

While we endeavour to ensure content on our website is up to date & accurate wherever possible, we may, but have no obligation to, monitor, edit or remove content that we determine in our sole discretion to be out dated or incorrect.

SECTION 7 – FEEDBACK & COMMENTS

Beach Family Wines encourages customer feedback and comments.

Beach Family Wines may block or delete material posted on the website if it is deemed offensive, abusive, threatening, defamatory, libellous, inaccurate/incorrect, obscene or contrary to the law or the rights of any party.

If, at our request, you send certain specific information or without a request from us you send creative ideas, suggestions, proposals, plans, or other materials, whether online, by email, by postal mail, or otherwise (collectively, 'comments'), you agree that we may, at any time, without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium any comments that you forward to us. We are and shall be under no obligation (1) to maintain any comments in confidence; (2) to pay compensation for any comments; or (3) to respond to any comments.

We may, but have no obligation to, monitor, edit or remove content that we determine in our sole discretion are, offensive, abusive, threatening, defamatory, libellous, inaccurate/incorrect, obscene or contrary to the law or the rights of any party

You agree that your comments will not violate any right of any third-party, including copyright, trademark, privacy, personality or other personal or proprietary right. You further agree that your comments will not contain offensive, abusive, threatening, defamatory, libellous, inaccurate/incorrect or obscene content, or contain any computer virus or other malware that could in any way affect the operation of the website or any related website. You may not use a false e-mail address, pretend to be someone other than yourself, or otherwise mislead us or third-parties as to the origin of any comments. You are solely responsible for any comments you make and their accuracy. We take no responsibility and assume no liability for any comments posted by you or any third-party.

SECTION 8 – PRIVACY AND SECURITY

Beach Family Wines has a clear privacy policy. After producing exceptional wines, our goal is that your privacy should be safeguarded to the utmost. We do not hold/store credit card details etc online, preferring to use online PayPal or credit card transactions, via safe 3rd party SSL secure sites. We store only the minimal data needed (ie Names & email addresses, wine preferences etc) to allow us to facilitate our "Family" wine club offers, information and sales. Please refer to www.beachfamilywines.com.au, for more privacy information into the future.

If you (the customer) are issued with a password, discount code or login by Beach Family Wines you agree to take responsibility for the safekeeping of this. If any unauthorised person uses your password, discount code or login, you are liable for their use and you agree to release and forever indemnify Beach Family Wines in relation to any liability howsoever arising out of the unauthorised use.

SECTION 9 – PROMOTIONS & OFFERS

Beach Family Wines may make offers, specials, promotions and discounts on www.beachfamilywines.com.au. These promotions are available only while stocks last unless otherwise advertised & may have limits on varieties, quantities and/or vintages available for sale, at any time. Beach Family Wines reserve the right at our sole discretion to retract or change any offer, special, promotion and/or discount from time to time.

SECTION 10 – WARRANTIES & LIMITATION OF LIABILITY

You agree that from time to time we may remove the website service for indefinite periods of time or cancel the service at any time, without notice to you.

You expressly agree that your use of, or inability to use, the website service is at your sole risk. The service and all products and services delivered to you through the website service are (except as expressly stated by us) provided 'as is' and 'as available' for your use, without any representation, warranties or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement.

In no case shall Beach Family Wines Pty Ltd, our directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of any of the service or any products procured using the service, or for any other claim related in any way to your use of the service or any product, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the service or any content (or product) posted, transmitted, or otherwise made available via the service, even if advised of their possibility.

Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, our liability shall be limited to the maximum extent permitted by law.

SECTION 11 – INDEMNIFICATION

You agree to indemnify, defend and hold harmless Beach Family Wines Pty Ltd and our parent, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third-party due to or arising out of your breach of these Terms & Conditions or the documents they incorporate by reference, or your violation of any law or the rights of a third-party.

SECTION 12 – SEVERABILITY

In the event that any provision of these Terms & Conditions is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms of Service, such determination shall not affect the validity and enforceability of any other remaining provisions.

SECTION 13 – TERMINATION

The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this agreement for all purposes.

These Terms & Conditions are effective unless and until terminated by either you or us. You may terminate these Terms & Conditions at any time by notifying us that you no longer wish to use our Services in writing to the address or email address in the "Contact Us" tab.

If in our sole judgment you fail, or we suspect that you have failed, to comply with any term or provision of these Terms & Conditions, we also may terminate this agreement at any time without notice and you will remain liable for all amounts due up to and including the date of termination; and/or accordingly may deny you access to our website/services (or any part thereof).

SECTION 14 – ENTIRE AGREEMENT

The failure of us to exercise or enforce any right or provision of these Terms & Conditions shall not constitute a waiver of such right or provision.

These Terms & Conditions and any policies or information posted by us on this site or in respect to our website/service constitutes the entire agreement and understanding between you and us and govern your use of the website/service, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms & Conditions).

Any ambiguities in the interpretation of these Terms & Conditions shall not be construed against the drafting party.

SECTION 15 – NOTIFICATION OF CHANGES

Beach Family Wines may add to, delete, or otherwise change any of the terms of this Agreement without notice. In case of a change, the pre-existing terms and conditions continue to apply to any products ordered via the website on a date prior to the change taking effect.

SECTION 16 – GENERAL

Your rights and obligations under these Terms & Conditions may not be transferred or assigned directly or indirectly without our prior written consent. We may transfer or assign our rights and obligations under these Website Terms.

We will not be responsible or liable for failure to perform any obligation under these Terms & Conditions if such failure is caused by the occurrence of any matter beyond our reasonable control including, without limitation, industrial disputes, internet and communications outages, fire, flood, war, explosion, accident or act of God.

These Terms & Conditions are governed by and construed in accordance with the law of the State of New South Wales and the Commonwealth of Australia, and each party must submit to the non-exclusive jurisdiction of the courts of that State and of the Commonwealth of Australia.