



**B A R W I T E**  
V I N E Y A R D S

## CONDITIONS & CONTRACT OF SALE

By making a sales purchase via this website you are engaging in a contract to purchase goods from Barwite Vineyards Pty Ltd, ABN 41 083 723 111, referred to hereafter as 'BWV'. The contract is made at our licensed premises, 1974 Long Lane Barwite, Victoria, AUSTRALIA 3722, from where the goods will be dispatched under our liquor licence no. 36147648.

If we accept your purchase order, the goods will be sold based on the conditions and contract of sale set out below. Please read these conditions carefully.

### **Age Restrictions**

Persons under 18 years of age are not permitted to place orders for alcohol. BWV supports the responsible service of alcohol. WARNING: under the Liquor Control Reform Act 1998 it is an offence: to sell alcohol to a person under the age of 18 years (Penalty exceeds \$6,000); for a person under the age of 18 years to purchase or receive liquor (Penalty exceeds \$500).

### **Nature of the Contract**

Orders may be placed using the BWV website (or email, telephone, fax or other method).

The contract between you and BWV for the supply of those goods ('the Contract') only comes into existence when BWV accepts your order. BWV will notify you of acceptance. No obligation to sell the goods will arise until such acceptance. Each order you place will lead to a separate contract. Orders cannot be cancelled once accepted, unless by arrangement with the management of BWV.

## **Delivery**

BWV will not be obliged to continue to deliver goods to you if your delivery address is not in our designated delivery area.

The goods will not be delivered to persons under the age of eighteen (18) years. BWV may request that the person who receives the goods provide satisfactory evidence of proof of age. BWV will refuse to deliver the goods if the person receiving the goods is unable or unwilling to provide evidence of proof of age.

BWV is required by law to give written instructions to the person responsible for delivery of the liquor, requiring that the liquor be delivered:

*to the adult person who placed the order, or  
to another adult person at those premises who undertakes to accept it on behalf of the person who placed the order, or  
if delivery takes place on a day following the placing of an order, in accordance with the customer's instructions but always to a person over the age of 18 years.*

Anyone at the nominated delivery address who receives the goods shall be presumed by BWV to be authorised to receive the goods.

While BWV will use all reasonable endeavours to deliver by any requested or agreed date, it does not guarantee delivery on that date and is not liable for any loss resulting from late delivery.

## **Risk and Title**

Risk and title in the goods passes to you upon delivery of the goods to the nominated Delivery Address.

## **Price**

BWV's prices are subject to variation – the price payable for the goods is the price applicable on the date when BWV confirms your order.

The quoted product price does not include the delivery and handling fee (if applicable) in respect of each order. The total amount payable is the price for each of the goods, together with the applicable delivery and handling fee.

## **Payment**

You must pay for the goods before we will dispatch your order. You may use your credit card (MasterCard, Visa, American Express). Payment by cheque or cash will only be accepted at BWV's discretion. BWV will also accept manual payments by way of direct debit.

### **Limitation of Liability**

Nothing in this Contract is to be interpreted as having the effect of excluding, restricting or modifying any condition or warranty, or right or liability implied by any applicable legislation into the arrangement between BWV and you, if such exclusion, restriction or modification would be void or prohibited by the legislation.

To the extent that BWV breaches any condition or warranty implied into the arrangement between BWV and you and which cannot be excluded or modified, BWV's liability is limited to, at BWV's discretion, either:

- (i) replacement of the goods or supply of equivalent goods;
- (ii) payment of the cost of replacing the goods or acquiring equivalent goods;

and in the case of services, to:

- (i) supply of the services again; or
- (ii) (ii) payment of the cost of having the services supplied again.

Subject to the foregoing, BWV is not liable to you (or to any third party claiming through you) for, and you release BWV from, any loss, liability, damage, expense or cost whatsoever and includes (without limitation) indirect or consequential loss or damage, loss of profits or business opportunity, and damage to equipment or property ('Loss') caused by any act or omission of BWV, its employees or agent, and whether based on negligence or another tort, contract or otherwise.

### **Amendments**

BWV may add to, delete, or otherwise change any of the terms of this Contract. BWV will notify you of any substantial changes to these terms & conditions. Your use of the BWV service after notice will constitute your deemed acceptance of such changes.

### **Termination**

BWV may terminate this Contract at any time by delivering notice or by sending you a system message advising that your shopping privileges have been removed. Termination of this Contract shall be effective the day notice is received or such later date as specified in the notice.

### **Notices**

BWV may give notice to you by electronic mail or by regular mail to your address contained in the registration or other information provided by you.

### **Promotions & Clearances**

All specials, promotions, clearances, offers and discounted items advertised on the BWV website are available only while stocks last unless otherwise advertised.

### **Miscellaneous**

If any provision of these Terms & Conditions is unenforceable or void either in whole or in part for any reason then that provision (or part) is deemed to be deleted without in any way affecting the validity or enforceability of the remainder of this document.

**Applicable law** Any sales contract between you and BWV is governed by, and is to be construed and enforced in accordance with the laws of Victoria, Australia. By using this website, you irrevocably and unconditionally submit to the exclusive jurisdiction of the courts of Victoria. BARWITE VINEYARDS makes no representation that the contents of this website comply with the laws of any country outside of Australia. If you access this website or make a contract from overseas, you do so at your own risk and you are responsible for complying and abiding by the laws of the country from which you accessed this site.

**Delivery Terms** Please see our Delivery Policy

**Privacy & Confidentiality** Please refer to our Privacy Policy.

**Website Terms of Use** Please refer to our Terms of Use.