

TERMS OF USE

Please read the Terms and Conditions of this website carefully as any use of this website by you constitutes acceptance of the Terms and Conditions set out below.

Throughout this site, the terms “we”, “us”, “our” refer to River Gum Vineyard and any of its affiliated companies.

Website Privacy Policy

Any personal information or material sent to the River Gum Vineyard website is subject to the River Gum Vineyard Privacy Policy, the link has also been contained on this website.

Accuracy, completeness and timeliness of information.

We are not responsible if the information that we make available on this website is not accurate or complete. Any reliance upon the material on this website shall be at your own risk. You agree that it is your responsibility to monitor any changes to the material and information contained on this website.

Transmission

Any non-personal communication or material you transmit to this website by electronic mail or otherwise, including any data, questions, comments, suggestions or the like is, and will be treated as non-confidential and non-proprietary.

Anything that you transmit, or post becomes the property of River Gum Vineyard and may be used for any purpose, including but not limited to reproduction, disclosure, transmission, publication, broadcast and posting. Furthermore, River Gum Vineyard is free to use for any purpose whatsoever (including but not limited to the developing, manufacturing, developing and marketing of products) ideas, artwork, inventions, developments, suggestions and concepts contained in any communication sent to this website. Any such use is without compensation to the party submitting information. By submitting information, you are also warranting that you own the material/content submitted, that it is not defamatory, and that River Gum Vineyard use will not violate any third party rights. River Gum Vineyard is under no obligation to use the information submitted.

Contract for Purchase

By entering your details to make a purchase, you are offering to make a contract to purchase goods from us River Gum Vineyard. If we accept your offer, the goods will be sold on the basis of the terms and conditions set out below. Please read these terms carefully.

The contract is made at our licenced premises, 4815 Goulburn Valley Highway, Murchison East Victoria 3610, from where the goods will be dispatched under our liquor licence 36158330.

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

River Gum Vineyard supports the responsible service of alcohol.

Nature of the Contract

You are able to use the River Gum Vineyard website (email, telephone or fax or other method) to place an order for goods.

The contract between you and River Gum Vineyard for the supply of those goods ("The Contract") only comes into existence when River Gum Vineyard accepts your order. River Gum Vineyard will notify you of acceptance. Each order that you place will lead to a separate contract. Orders can not be cancelled once accepted, unless by arrangement with the management of River Gum Vineyard.

Delivery

River Gum Vineyard will not be obliged to continue to deliver goods to you if your delivery address is not in an area that River Gum Vineyard delivers goods.

The goods will not be delivered to persons under the age of 18 years. River Gum Vineyard may request that the person who receives the goods provide satisfactory evidence of age. River Gum Vineyard will refuse to deliver the goods if the person receiving the goods is unable or unwilling to provide evidence of proof of age. River Gum Vineyard 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 River Gum Vineyard to be authorised to receive the goods.

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

Risk and Title

Risk and title in the goods pass to you upon delivery of the goods to the delivery address.

Price

River Gum Vineyard's prices are subject to variation. The price payable for the goods is the price applicable on the date that River Gum Vineyard confirms your order.

The quoted price does not include the delivery and handling fee (if applicable) to the 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 as accepted by our preferred payment methods. Payment by cheque or cash will only be accepted at River Gum Vineyard's discretion. River Gum Vineyard may accept applications for customer accounts, subject to its standard terms and conditions.

Website Content

Copyright in all materials appearing on this website is, except where noted to the contrary, the property of River Gum Vineyard and must not be reproduced, in whole or in part, except as permitted under the Copyright Act 1968 or other applicable laws, or for any purpose.

River Gum Vineyard does not represent that any information (including any file) obtained from or through this website is free from computer viruses or other faults and defects. It is your responsibility to scan any such information for computer viruses. River Gum Vineyard is not liable to you for any loss or damage in relation to any such virus, fault or defect. You agree that the entire risk arising out of installation, downloading or use of this website remains with you. You waive any and all claims against River Gum Vineyard arising of or in relation to your use of this website.

River Gum Vineyard is committed to maintaining the privacy and confidentiality of personal information. We will adhere to the National Privacy Principles when collecting, using, disclosing, securing and providing access to personal information.

We endeavour to take all reasonable steps to protect your personal data but cannot guarantee the security of any data you disclose online. By supplying us with personal information, you accept the inherent security implications of dealing online over the internet and will agree not to hold River Gum Vineyard responsible for any breach of security unless we have been negligent or in wilful default of our duties to you.

Individuals have a right to request access to personal information that we hold about you. If you believe that the personal information that we hold about you is not accurate, then you can request that we correct it.

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 River Gum Vineyard and you, if such exclusion, restriction or modification would be void or prohibited by the legislation.

To the extent that River Gum Vineyard breaches any condition or warranty implied into the arrangement between River Gum Vineyard and you and which cannot be excluded or modified. River Gum Vineyards liability is limited to, at River Gum Vineyards 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;
- (iii) Supply of the services again. Or;
- (iv) Payment of the cost of having the services supplied again.

Subject to the foregoing, River Gum Vineyard is not liable to you (or to any third party claiming through you) for, and you release River Gum Vineyard 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 by River Gum Vineyard, its employees or agent, and whether based on negligence or other tort, contract or otherwise.

Amendments

River Gum Vineyard may add to, delete, or otherwise change any of the terms of this contract. River Gum Vineyard will notify you of any substantial changes to these terms and conditions. Your use of the River Gum Vineyard service after notice will constitute your deemed acceptance of these conditions.

Confidentiality

River Gum Vineyard reserves the right to disclose information regarding users of the River Gum Vineyard service to third parties. Provided that the information will not specifically identify you or any personal information supplied by you.

Termination

River Gum Vineyard may terminate this contract at anytime 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.

Promotions & Clearances

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

Notice

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 enforce ability of the remainder of this document.

The laws of Victoria, Australia govern this contract.