



### **Terms and Conditions**

This Agreement is a contract between the customer ("You") and Altinel Investment Pty Ltd ABN 49 124 053 078 trading as Flagstaff Cellars of 426 William Street, West Melbourne, VIC 3003 (License No. 32057891).

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

Altinel Investment Pty Ltd from here on in referred to as Flagstaff Cellars supports the responsible service of alcohol.

The terms and conditions under which 'You' may purchase products from Flagstaff Cellars are set out below. Please read the following terms and conditions carefully before placing your order with Flagstaff Cellars.

### **Disclaimer and Liability**

By using the Flagstaff Cellars service, you acknowledge that you have read, understood, and agree to be bound by the terms and conditions of this Agreement as outlined below.

### **Ordering**

The Agreement exists between 'You' and Flagstaff Cellars, once Flagstaff Cellars receives and accepts an Order at its Licensed Premises. No obligation to sell or supply the Goods will arise until the Order is received and accepted. Each order may be accepted by Flagstaff Cellars in its absolute discretion. Each order placed with Flagstaff Cellars will constitute a separate agreement.

You will place an Order with Flagstaff Cellars by:

(a) selecting Goods from the pricelist provided to you direct with Flagstaff Cellars by fax or email only that you wish to purchase and providing your Personal and Payment Details to Flagstaff Cellars (unless a corporate account has been activated)

The prices in store and on the pricelist provided to you are subject to change without notice. The price payable for the Goods shall be the price applicable on the date the Goods are confirmed as ordered.

Flagstaff Cellars will not provide rainchecks on any products ordered by you.

### **Payment upon Placement of Order**

Unless a corporate account has been established at the discretion of Flagstaff Cellars, you shall pay for the goods at the time of your Order. You may use your credit card (MasterCard, Visa or American Express). Cheques will be accepted at the discretion of Flagstaff Cellars and only once a corporate account has been set up. Cash payments will only be accepted at the licensed premises but will not be accepted upon delivery.

### **Corporate Customer Accounts**

You may make an application to set up a corporate customer account with Flagstaff Cellars. Flagstaff Cellars will provide a Credit Application Form to you to fill out. If your application is accepted you will be required to sign the Flagstaff Cellars standard terms and conditions at the end of this document. Once an account has been established, Flagstaff Cellars will issue a Tax Invoice on the date the order is placed either by Email or via Post.

Orders will need to be placed by Friday 12.00pm for Wednesday delivery. For delivery outside this window, please contact Flagstaff Cellars for alternate arrangements.

**Terms of payment are strictly 14 days from Date of Invoice. Failure to pay within the 14 days will incur additional administrative charges of \$25 per outstanding invoice per 14 days after the completion of the due date. This charge will be detailed on a separate invoice and emailed to the relevant party for immediate settlement. Payment details can be found above in the "Payment upon Placement of Order" section.**

**Cheques are to be made payable to Altinel Investment Pty Ltd (T/A Flagstaff Cellars)**

**Delivery**

In order to purchase Goods from Flagstaff Cellars, the delivery address which 'You' nominate will need to be within a location where Flagstaff Cellars provides delivery service. Flagstaff Cellars will advise you if the delivery address which you nominate does not fall into the serviceable area. Flagstaff Cellars will not be obliged to continue to deliver Goods to 'You' if you change Your Delivery Address and the new delivery address which you nominate is not in an area within which Flagstaff Cellars delivers goods.

Anyone at the Delivery Address who receives the Goods shall be presumed by Flagstaff Cellars to be authorised to receive the Goods on Your behalf. Flagstaff Cellars will refuse to deliver the Goods if the person receiving the Goods is unable or unwilling to provide evidence proving they are over the age of eighteen (18) years.

If there is no-one at the Delivery Address or no-one of appropriate age to receive the Order when the Order is delivered, Flagstaff Cellars will have the goods returned to its licensed premises and may charge you a recall fee for re-delivery of the Goods.

**Risk of all delivered goods will be passed on to you upon delivery. However, all products sold and delivered remain the property of Flagstaff Cellars until all cheques/payments have been received and cleared by our banking institution.**

**Credit/Refunds**

If at any time you are not satisfied with the quality of the goods you have purchased, you may call Flagstaff Cellars on (03) 9326 4985 where your claim for credit or refund will be assessed.

**Shipping Details**

Flagstaff Cellars will use its best endeavours to ensure that all Goods ordered by you are supplied to you. If the goods ordered by you are not readily available in stock, whenever possible, Flagstaff Cellars will offer to you a comparable product of equal value.

Flagstaff Cellars will deliver items by way of couriers or Australia Post. We require a street address for all deliveries as we cannot deliver items to a PO Box. Allow up to 7 working days for any deliveries within Australia. Items which may be temporarily out of stock will be delivered within 14 days. For all corporate accounts, delivery shall be made on the day nominated by the customer and agreed to by Flagstaff Cellars. Flagstaff Cellars aims to include in the Product Price List up-to-date inventory and pricing of Goods.

**Copyright Information**

Copyright of all documents are vested with the Directors of Flagstaff Cellars. Documents must not be reproduced unless permission is sought in writing from Flagstaff Cellars. Documents (or excerpts) that are reproduced without permission may result in legal action being instigated in relation to copyright infringements.

To the extent permitted by law, you release and discharge Flagstaff Cellars and its related corporations from all forms of direct, special, indirect or consequential loss.

Flagstaff Cellars may add to, delete, or otherwise change any of the terms of this Agreement. Flagstaff Cellars will notify 'You' of any substantial changes to these terms & conditions. Your use of Flagstaff Cellars thereafter will constitute your acceptance of such changes.

For details on the Flagstaff Cellars Privacy and Security Statement, please refer to the Privacy & Security link on our website [www.liquor.com.au](http://www.liquor.com.au). All specials, promotions, clearances, offers and discounted items advertised to you as the customer are available only while stocks last unless otherwise stated. Flagstaff Cellars reserves the right not to sell certain Products to any person to which, or in any location where, the sale of certain Products is restricted or prohibited.

**Signature of Applicants:**

\_\_\_\_\_  
**Director/Proprietor/Partner                      Print Name                      Date**

\_\_\_\_\_  
**Director/Proprietor/Partner                      Print Name                      Date**

\_\_\_\_\_  
**Director/Proprietor/Partner                      Print Name                      Date**