

Terms of Use

Hungerford Hill Operations Pty Ltd Website Terms and Conditions

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

Throughout this site, the terms "we", "us", "our" refer to Hungerford Hill Operations Pty Ltd ABN: 56 469 003 280.

Website Privacy Policy

Any personal information or material sent to Hungerford Hill Operations websites are subject to the Hungerford Hill Operations privacy policy. For further information on our privacy policy please navigate to the privacy policy link 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 the 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 you transmit or post becomes the property of Hungerford Hill Operations and may be used for any purpose, including but not limited to, reproduction, disclosure, transmission, publication, broadcast and posting. Furthermore, Hungerford Hill Operations is free to use for any purposes whatsoever (including but not limited to the developing, manufacturing, advertising and marketing of products) any ideas, artwork, inventions, developments, suggestions or concepts contained in any communication you send 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 Hungerford Hill Operation's use will not violate any third party's rights. Hungerford Hill Operations is under no obligation to use the information submitted.

Intellectual property rights

All copyright and other intellectual property rights in a text, images and other materials on this website are the property of Hungerford Hill Operations or are included with the permission of the relevant owner. You are permitted to browse this website, reproduce extracts by way of printing, downloading to a hard disk or for the purposes of distribution to other individuals. This is only to be done on the proviso that you keep intact all copyright and other proprietary notices. No reproduction of any part of this website may be sold or distributed for commercial gain nor shall it be modified or incorporated in any other work, publication or website.

The trademarks, logos, characters and service marks displayed on this website belong to Hungerford Hill Operations. Nothing contained on this website should be construed as granting any licence or right to use any trademark displayed on this website. Your use/misuse of the trademarks displayed on this website, or on any other content on this website, except as provided for in these Terms and Conditions, is strictly prohibited. Hungerford Hill Operations reserves all its rights to enforce its intellectual property rights to the furthest extent of the law.

Links to other websites

Links on the Hungerford Hill Operations website may take you outside the Hungerford Hill Operations network and Hungerford Hill Operations accepts no responsibility for the content, accuracy or function of these other websites. The links are provided in good faith and Hungerford Hill Operations cannot be held responsible for any subsequent change in other websites to which we provide a link. The

inclusion of any link to other websites does not imply endorsement by Hungerford Hill Operations. We highly recommend that you make yourself aware of and carefully read the legal and privacy notices of other websites that you visit.

Warranties and Disclaimers

Your use of this website is exclusively at your sole risk.

Warranties

This website is provided to you on an "As Is" and "As Available" basis and, consequently, to the maximum extent permitted by law, Hungerford Hill Operations gives no warranties of any kind, whether express, implied, statutory or otherwise (including the implied warranties of merchantability and fitness for a particular purpose) including warranties or representations that material on this website will be complete, accurate, reliable, timely, non-infringing to third parties; that access to this website will be uninterrupted or error-free; that this website will be secure; that any advice or opinion obtained from Hungerford Hill Wines through this website is accurate or to be relied upon and any representations or warranties thereto are expressly disclaimed.

We reserve the right to restrict or terminate your access to this website or any feature of this website or any feature or part thereof at any time.

Liability

To the extent permitted by law, Hungerford Hill Operations does not accept liability or any responsibility whatsoever for any direct, incidental, consequential, indirect or punitive damages, costs, losses or liabilities whatsoever arising out of your access to, use, inability to use, change in content of this website or arising from any other website you access through a link from this website or from any actions we take or fail to take as a result of any electronic mail messages you send us. To the extent permitted by law, Hungerford Hill Operations does not accept any responsibility to maintain the material and services made available on this web site or to supply any corrections, updates, or releases in connection therewith. Any material on this website is subject to change without notice. Further, Hungerford Hill Operation shall have no liability or any responsibility whatsoever for any loss suffered caused by viruses that may infect your computer equipment or other property by reason of your use of, access to or downloading of any material from this website. If you choose to download material from this website you do so at your own risk.

Certain legislation may imply warranties, terms or conditions which cannot be excluded, restricted or modified. If those statutory provisions apply, to the extent to which Hungerford Hill Operations is entitled to do so, its liability will be limited at its option to (a) in the case of services, the lowest of the cost of supplying the services again and having the services supplied; and (b) in the case of goods, the lowest of the cost of replacing the goods, obtaining equivalent goods or having the goods repaired.

Prohibited Activity

You are prohibited from doing any act that Hungerford Hill Operations, in its reasonable discretion, may deem to be inappropriate and/or would be deemed to be an unlawful act or is prohibited by any laws applicable to this website including but not limited to:

Any act that would constitute a breach of either the privacy (including uploading private information without the concerned individual's consent) or any other of the legal rights of individuals;

Using this website to defame or libel Hungerford Hill Operations, its employees or other individuals or acting in such a way that brings into disrepute the good name of the Lion Hungerford Hill Operations;

Uploading files that contain viruses that may cause damage to the property of Hungerford Hill Operations or the property of other individuals.

You and Hungerford Hill Operations agree that any controversy or claim arising from or pertaining to the use of this website shall be governed by the laws of New South Wales. You submit to the non-exclusive jurisdiction of the courts of New South Wales.

Legal notice update

We reserve the right to make any changes and corrections to this notice. Please refer to this page from time to time to review these and new additional information.

Legal Capacity To Transact

If you are under the age eighteen (18) years you cannot legally purchase alcohol products in Australia or place orders with Hungerford Hill Operations Pty Ltd.

By processing your order and accepting these terms and conditions you acknowledge that you are over the age of eighteen (18) years. Upon delivery you will be required to provide proof of age.

Should Hungerford Hill Operations Pty Ltd suffer any damage or other losses as a result of a transaction entered into by a minor, Hungerford Hill Operations Pty Ltd reserves the right to seek compensation for such losses from the parents or guardians of the minor who caused any order(s) to be placed with Hungerford Hill Operations Pty Ltd.

Placing Your Order

By placing an order, you make an offer to us to purchase the products you have selected based on these terms and conditions. Hungerford Hill Operations Pty Ltd reserve the right to refuse service, terminate an account, remove or edit content, or cancel an order at their sole discretion. If we cannot process or accept your order after payment is received we will contact you by email or telephone.

Payment Methods And Processing

Hungerford Hill Operations Pty Ltd currently accepts American Express, Visa and MasterCard only.

We will email a tax invoice to you with your order confirmation. Your tax invoice is your proof of purchase.

GST

Hungerford Hill Operations Pty Ltd purchases include GST unless otherwise stated on a product listing.

Prices

Hungerford Hill Operations Pty Ltd always seeks to list Hungerford Hill Operations Pty Ltd products with the most competitive prices.

Hungerford Hill Operations Pty Ltd reserves the right to change prices for products displayed within the Online Cellar Door at any time.

Supply Of Your Products

Subject to these terms and conditions, we will supply to you the products indicated on your order confirmation.

Delivery Of Your Products

Delivery time takes up to 21 working days from the date your payment is received. The estimated delivery times are in business days (Monday through Friday) excluding public holidays.

Although every effort is made to ship your order according to the estimated delivery times provided, estimated shipping times may change due to changes in supply or circumstances beyond our control. If your product has not arrived after the estimated delivery time, please call our customer service team at 02 4998 7666.

Unless otherwise agreed by us, we will deliver your products to the address indicated on your order confirmation. If no-one is available to take delivery of your products, our carrier will leave a card with

details of where you can pick-up your product. Where delivery is by our courier service and no-one is available to take delivery, they will leave a card requesting you to telephone them to arrange a suitable time and date for delivery.

We will use every reasonable effort to deliver your products to you within the estimated delivery time, however, we do not guarantee that we will deliver within this time frame.

Title and risk of loss to all products will pass to you on delivery.

Your Rights To Return A Product

No refunds, credit or replacements are offered if you have changed your mind about the product, make an incorrect choice, or failed to verify and accurately provide information when placing an order.

Products Damaged at Delivery

A Hungerford Hill Operations Pty Ltd product is considered damaged if it shows to be broken or leaking when first taken from its packaging.

Please contact our customer service team at 02 4998 7666 promptly upon receipt of a damaged product. A customer service member will provisionally determine whether the product is damaged. This determination is at Hungerford Hill Operations Pty Ltd absolute discretion. Where a product is provisionally determined to be damaged we will arrange to replace the product.

Refunds will only be offered where a replacement product cannot be provided.

Where Hungerford Hill Operations Pty Ltd has provisionally determined that a product is damaged, return shipping will be arranged at the expense of Hungerford Hill Operations Pty Ltd.

If the product is deemed by our customer service team NOT to be damaged, Hungerford Hill Operations Pty Ltd may in its absolute discretion refuse to replace the product or offer you a refund for the product.

When a product is replaced, your replacement product becomes your property and the returned damaged product becomes our property.

When a refund is given, the returned damaged product becomes our property.

Product problems after delivery

If you find a defect arises with your product after delivery and a valid claim is accepted by our customer service team within 30 days of delivery, Hungerford Hill Operations Pty Ltd will exchange the product where possible, or refund you the purchase price of the product. Should you contact us outside the 30 day period customer service management will consider each claim on a case by case basis on its merits.

Where we agree to replace the product or refund you the purchase price of the product, you must first return the defective product to us. You will be obliged to pay for the return of the product if the item is sent after 30 days from dispatch.

We will make arrangements with you for the return of the product.

The delivery time for replacing the product will be the same as stated for the original product.

Replacement products are provided with the same warranty as the returned product.

When a Replacement Product is arranged

A replacement for the same product that you ordered will be shipped to you at our expense after we have received your returned damaged product.

Replacement products are provided with the same limited warranty as the damaged product.

When a Refund is arranged

Refunds include all shipping and associated costs for the damaged product. No refund will be given to you until Hungerford Hill Operations Pty Ltd has received the damaged product from you. Refunds will be issued to the credit card that you used to purchase the product.

Our Liability

We will not be liable for any loss of income, loss of profits, loss of contracts, loss of data or for any indirect or consequential loss or damage of any kind howsoever arising and whether caused by tort (including negligence), breach of contract or otherwise.

Our maximum aggregate liability for any product supplied to you whether in contract, tort (including negligence) or otherwise shall in no circumstances exceed the amount payable by you to us in respect of the product(s) in question.

Your Data - Use And Protection

By placing your order, you agree that we may store, process and use data collected from your order form for the purposes of processing your order. You may obtain a copy of the data held by us concerning you on request in writing. We reserve the right to charge an administration fee for processing such a request. If any data held by us concerning you is incorrect, we will correct it on your written request. Please refer to our Privacy Policy.

Credit Card Fraud

Hungerford Hill Operations Pty Ltd will not be responsible for any damages, consequential losses (whether direct or indirect) suffered by a customer whose credit card is fraudulently used or is used in an unauthorised manner.

General

You shall not assign any rights and obligations under these terms and conditions whether in whole or in part without the prior written consent of Hungerford Hill Operations Pty Ltd. Any unauthorized assignment shall be deemed null and void. If any provision of these terms and conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these terms and conditions and the remainder of the provisions in question shall not be affected thereby.

Under the Trade Practices Act 1974 ("Act"), where implied conditions and warranties cannot be excluded, any liability in Hungerford Hill Operation Pty Ltd for breach of such conditions and warranties (other than a condition or warranty implied by section 69 of the Act) shall be limited, at the option Hungerford Hill Operations Pty Ltd, to the replacement of the product(s) or the re-supply of the same product(s); the payment of the cost of replacing the product(s) or of acquiring equivalent product(s).

Neither our failure nor your failure to enforce any term or condition constitutes a waiver of such term or condition. Such failure shall in no way affect the right to later enforce such term or condition.

Hungerford Hill Operations Pty Ltd reserves the right to change the terms and conditions of sale at any time.

No Hungerford Hill Operations Pty Ltd employee or agent has the authority to vary any of the terms and conditions governing any sale.

Force Majeure

Hungerford Hill Operations Pty Ltd shall not be liable for any delay in performing any of its obligations under these terms and conditions if such delay is caused by circumstances beyond the reasonable control of Hungerford Hill Operations Pty Ltd, and Hungerford Hill Operations Pty Ltd shall be entitled to a reasonable extension of time for the performance of such obligations.

Governing Law

These Terms and Conditions shall be governed by and construed in accordance with the laws of New South Wales and shall be subject to the non-exclusive jurisdiction of the courts of New South Wales.