



## Terms and Conditions

THIS WEBSITE IS OWNED AND OPERATED BY GOLD COAST FRESH MEAT CENTRE PTY LTD ABN 16 099 042 609 (Gold Coast Fresh Meat Centre, we or us). THESE TERMS AND CONDITIONS FORM OUR CONTRACT WITH YOU.

### Use of our website

- Our Terms & Conditions apply to you if you use or access our website. You acknowledge that you have read and understood the Terms and Conditions and agree that they are legally binding upon you.
- We may change the Terms and Conditions at any time with immediate effect and recommend that you visit our website regularly to keep up-to-date with the changes that we make to them and our FAQ 's. If you continue to use our website you will be deemed to have agreed with all the changes.
- The Terms and Conditions also govern each transaction between you and Gold Coast Fresh Meat Centre for the supply of our products and services when you buy through our online shop.

### Our online shop

- Our FAQ 's is deemed to be incorporated in our Terms and Conditions. They provide important details about ordering our products online.
- Please read the FAQ 's regularly as we will provide updates and makes changes from time to time.
- The FAQ 's include information about:
  - Our online shop and ordering process
  - the areas in which we deliver
  - the days and times that we deliver
  - our location and opening days and times if you have chosen to use our click and collect service
  - payment options
  - our packaging standards

- what we do if you or someone whom you authorise is not available to accept delivery
  - our refunds, complaints & returns policy
- Your order constitutes an offer to buy our products. We reserve the right to either accept, reject or cancel your order for any reason at any time. For example, this may occur when an order has not been paid in full prior to delivery, a product is not in stock or if there has been a pricing or product description error. If we do any of those things, we will make every effort to notify you.
- You are only entitled to cancel an order prior to 12 hours prior to your scheduled delivery time. If cancelled before the 12 hour period, we will provide you a full refund of payment. If amending your order, we may process a part refund, or issue and invoice for balance payment, whichever applies.
- You are not entitled to a refund once your order has been delivered or collected by you in-person at our store (64 Hutchinson Street, Burleigh Heads). Any complaints or requests for refunds, refer to our refunds policy.
- We will presume that any person to whom we deliver your order (whether at the address that you nominate in your order or to the person who collects your order in-store) is authorised by you. If no-one is available when we attempt to deliver your order, then we may charge you a return trip delivery fee.

### **Your on-line access and security**

- You need to be 18 and over to be able to access and use certain features of our website including our online shop.
- We will presume that the information that you provide to us is accurate and complete at all times. You must notify us if your contact and other information changes.
- The internet is not completely secure. You acknowledge that any message or information that you send to our website may be read or intercepted even if the information is encrypted.

## **Risk**

- Risk of loss or damage to the products passes to you when we deliver them to you or you collect your order in-store.
- If any product information including, technical, nutritional or labelling detail, is provided with any products, the information is general in nature and may not be accurate or complete. We use our best endeavours to ensure that the products that we supply comply with labelling laws if they apply.
- However, you are responsible and must rely upon your own enquiries relating to any product information including whether or not the product and any ingredients in it will affect you in any way including, for example, if you have any food allergies.
- If you have any concerns about any of products you must take the appropriate independent advice from your clinician or appropriate health professional concerning your individual circumstances,

## **Warranties**

- We provide our website and its content on an 'as-is' and 'as-available' basis and do not warrant that its content, features and functionality will be error-free or uninterrupted.
- Please refer to our FAQ 's for more information concerning our product return and refund policy.
- Gold Coast Fresh Meat Centre makes no warranties or representations about our website or any of its content and we exclude to the maximum extent permitted by law any liability which may arise as a result of your use of this our website and its content.
- If warranty liability cannot be excluded, any liability incurred by us in relation to your use of this website or the content is limited to the extent provided in the Australian Consumer Law (Schedule 2 of the Competition and Consumer Act 2010).
- Gold Coast Fresh Meat Centre limits its liability for warranties and guarantees in respect of applicable goods and services that cannot be excluded and are implied in these Terms and Conditions under the Australian Consumer Law as follows:
  - in the case of product, to replace or pay the cost of replacing or acquiring the product or to supply equivalent product; and
  - in the case of services, to re-supply or pay the cost of having the services supplied again.
- All third party supplier products that are sold by Gold Coast Fresh Meat Centre are subject to the express warranties provided to us by those

suppliers. We provide no warranty in relation to those products including in relation to label information and data other than in the terms of the express warranties that the suppliers provide to us.

## **Privacy**

- Gold Coast Fresh Meat Centre is committed to protecting your personal information and will comply with the Privacy Act (*Cth*) and the Australian Privacy Principles.
- Please read our Privacy Policy.
- By using and accessing our website, you consent to Gold Coast Fresh Meat Centre collection and lawful use of your personal information.
- We will only use and disclose your information for the purposes of processing your orders; providing a more personalised shopping experience; sending you our e-newsletter; and otherwise as more fully set out in our Privacy Statement.

## **Liability and indemnity**

- Gold Coast Fresh Meat Centre is not responsible for any loss that you suffer by visiting this website including as a result of the transmission of any computer virus.
- You indemnify Gold Coast Fresh Meat Centre against any liability, loss, damage, cost (including the cost of any settlement and legal costs and expenses on a solicitor and own client basis) compensation or expense sustained or incurred by us as a result of your act or omission except to the extent that we contributed to the liability, loss, damage, cost, compensation or expense.
- Our liability to you including under any indemnity will be reduced to the extent that you or any third party caused or contributed to the liability, loss, damage, cost, compensation or expense.
- To the extent permitted by law, we exclude liability to you for any indirect, incidental, special or consequential loss.

## **Website Content and Intellectual Property**

- Gold Coast Fresh Meat Centre makes reasonable efforts to ensure that our website content is correct. We do not warrant or represent that the content at our website including the images of our products will always be accurate, complete or up-to-date.
- All content at our website (for example, graphics, photographs, trademarks and domain names) are either owned or licensed by Gold Coast Fresh Meat

Centre and are protected by intellectual property rights and unfair competition laws. Third parties may have an interest in any of that intellectual property.

- You may copy, download and print our website content solely for your personal use and information. You must not use any of our content for any commercial purpose. Unless Gold Coast Fresh Meat Centre, and any third party rights holder with an interest in the content, first gives written consent, you must not otherwise use any of the content, for example, to modify it; reproduce or adapt it; create any derivative works; or remove any trademarks or other proprietary notices.
- Any use of our website content that is not authorised in accordance with these Terms and Conditions may be an infringement of intellectual property rights and among other things result in termination of your right to access and use our website.

### **Third party links**

- Our web site may contain links to third party web sites. We provide the links solely for your convenience. We have no control over their operators or their website content or terms and conditions of use and we do not sponsor, endorse or approve of the websites. You are responsible for making your own decisions about any information, content, products or services that may be available at any time at those web sites.
- If you establish a link to our website then you accept responsibility for doing so. We reserve the right any time to prevent linking to our website. You must not alter any of our content in any way including to frame or re-format any of the pages, images or content at our website; use any of the content at any other website; imply that we sponsor, endorse or approve your website or any content or representation that you make at your website; or use our website or its content for any commercial purpose.

### **Prohibited conduct**

- Without limiting any other provision of the Terms and Conditions you must not do any of the following:
  - attempt to gain unauthorised or unlawful access to any feature of our website or any server, system or network connected to our website
  - use any device, software or routine to interfere with the proper working of our website, any transaction at our website or anyone's use of our website
  - reverse look-up or trace to its source any information about any other user of our website including any of our customers and their accounts
  - forge headers or otherwise manipulate identifiers so as to disguise the origin of any message or transmission that you send us through our website
  - test our website for vulnerability including to breach the security or authentication measures on our website
  - pretend that you are, or that you represent, anyone else

- reproduce or circumvent the navigational structure of our website and its content including by means of any other device, programme or algorithm to access, copy, monitor or obtain any data, documents or information at our website
- impose a disproportionate load on our website.

### **Governing Law**

- The laws of the State of Queensland Australia apply to these Terms and Conditions in addition to the Australian Consumer Law. The courts of that State have non-exclusive jurisdiction to decide anything arising under these Terms and Conditions.
- We operate our website from within Australia. If you use our website from any place other than Australia, you are responsible for identifying and complying with all local domestic law of that place as it applies to you and your use of our website.

### **Other information and complaints**

- Please contact us if you have any questions.
- If you have any complaints please notify us at **info@gcfmc.com** and we will respond as quickly as possible.

Date: 08/04/2020

### **CONTACT DETAILS:**

#### **Gold Coast Fresh Meat Centre**

**64 Hutchinson Street, Burleigh Heads, Queensland, 4220**

**PH 07 5593 6333**

**info@gcfmc.com**