
TERMS AND CONDITIONS

1. Applicability of Terms

- 1.1. These terms (Terms) apply to all orders, whether placed on Our website ("Website"), at one of Our stores or otherwise.
- 1.2. These Terms contain important information about the ordering, delivery and collection of Goods, including limitation of liability, so it is important that You read them carefully.
- 1.3. Each time You submit an Order (a) You will be bound by these Terms and (b) a contract will be created between You and James Brothers Meat Co ABN 39 614 687 729 of 690 Old Calder Highway, Keilor, VIC 3036 ("Us" or "We") for the supply of the Goods identified in the Order and the contract includes these Terms. Other important terms may also apply to Your Order, such as Our Privacy Policy, and/or specific terms displayed at the time of sale, including without limitation terms identified in the product description field on the Website.
- 1.4. These Terms may be amended from time to time.

2. Orders

- 2.1. You warrant and agree that, unless otherwise specifically agreed in writing, all Goods purchased from Us are intended for personal, non-commercial use only and will not be re-sold.
- 2.2. From time to time, We may restrict the quantity of Goods which can be purchased. Any quantity restrictions will be indicated on the Website or in relevant promotional material, or will otherwise be advised to You. These restrictions may include orders placed by or under the same customer account, the same credit card, and/or orders that use the same billing and/or shipping address. In the event that we make a change to or cancel an Order, we may attempt to notify You by contacting the e-mail and/or billing address/phone number provided at the time the Order was made. We reserve the right to limit or prohibit Orders that, in our sole judgment, appear to be placed by dealers, resellers or distributors.
- 2.3. You may only place an Order with Us if You are (a) at least the age of majority in your state or province of residence, or that you are the age of majority in your state or province of residence and you have given us your consent to allow any of your minor dependents to use this site and (b) you have an active email account or a telephone number at which You can be contacted. However, You can only place an Order for alcohol or other Restricted Goods if You are 18 years of age or over.
- 2.4. We cannot consolidate Your Orders. A separate delivery fee, where relevant, will apply to each Order.

- 2.5. We reserve the right to accept or reject Your Order for any reason at any time. If We reject Your Order You will receive a refund of any money paid.
- 2.6. Your Order only creates a binding sale when Your Order is dispatched and We have issued You a Tax Invoice.
- 2.7. Generally, if You would like wholesale items to be minced, diced, sliced or altered in other ways from their advertised state, You can make a request. Requests are handled on a case-by-case basis and an additional labour charge may apply.

3. Withdrawal, Suspension and Unavailability

- 3.1. From time to time, some Goods may be out of stock or are unavailable and We may not be able to fulfil all or part of Your Order. If this happens, We will refund You the relevant component of the Price paid.
- 3.2. We may withdraw or suspend from sale any Good displayed on the Website, either temporarily or permanently, at any time. Where payment has been made, there will be a refund subject to clause 10 below. We will not be liable to You for any loss You or any third party may suffer as a result of such a withdrawal or suspension.
- 3.3. If any offer published on the Website is incorrect (e.g. incorrect description, image, price or other) due to genuine human or system error, We reserve the right to reject that Order erroring whole or in part. A refund will be made as relevant subject to clause 10.

4. Images

- 4.1. We have made every effort to display as accurately as possible the colours and images of our products that appear at the store.
- 4.2. However, You acknowledge and agree that all pictures and images of Goods displayed on the Website and elsewhere are indicative only and the actual appearance of the Goods might in real life not be identical to the picture or image.
- 4.3. We cannot guarantee that your computer monitor's display of any colour will be accurate.

5. Allergens and Ingredients

- 5.1. Due to cross contamination there is a risk that additional allergens may be present and We do not guarantee that Goods will be completely free from traces of allergens. If You might suffer consequences if Goods ordered by You contain allergens, then we recommend that You do not purchase Goods from Us. It is Your responsibility to check details of ingredients used (including without limitation by reference to third party websites where You purchase third party

products from us) and to ensure that those who partake of the products do not suffer adverse reactions or consequences.

6. Price, Delivery Fee and Payment

- 6.1. When You place an Order, You agree to pay the Price and at the Delivery Fee.
- 6.2. All Prices are in Australian Dollars and, if GST applies, are inclusive of GST. Any fees and charges (including Delivery Fees) imposed by these Terms also include GST where applicable.
- 6.3. We reserve the right to change or alter Prices without notice to You. However, if You have already submitted an Order at a particular Price, We will supply Your Goods at that Price (unless Your Order is affected by a pricing error, in which case we reserve the right to cancel the Order).
- 6.4. Payment methods are specified on the Website at the time You place Your Order. The name on any credit card must match the name on the Order. Other methods of payment, including cash, can be used for In-Store Orders. If You pay using a third-party payment system, the third party's prevailing terms and conditions apply.
- 6.5. Any payment for an Order must be cleared before Goods are dispatched. If Your payment cannot be processed, Your Order will be rejected. If a credit card payment cannot be processed You should contact Your card issuer to try to resolve the problem, or use an alternative payment method in order to continue with Your Order.
- 6.6. In paying or attempting to pay for Goods, You represent and warrant that You have not engaged in any fraudulent conduct or contravened any Law.
- 6.7. Most Prices are per product rather than per kilogram and where this is the case you consent to this method of pricing.

7. Delivery

- 7.1. When your meat is delivered it will meet the temperature requirements stipulated by Law.
- 7.2. We will text You an estimated delivery timeframe on the morning of delivery. We will then text you again to advise you when Your delivery becomes the next delivery.
- 7.3. When Your Order is delivered to You, You will be asked to sign an acknowledgement of receipt in the driver's log book. By accepting delivery, You acknowledge that You are satisfied with the condition of the Goods delivered and that You are not entitled to return the Goods.

- 7.4. By accepting delivery, You warrant and represent to Us that You will not consume the Goods after the “use by” date noted on the package, and that You will immediately after delivery place the Goods in a refrigerator which will consistently keep the Goods at a temperature below 5 degrees Celsius.
- 7.5. You accept full risk and responsibility for the Goods once delivered to You.
- 7.6. Unless You have checked the “Authority to Leave Unattended” option when placing the Order, if you are not at the specified delivery address within the specified delivery time frame, we will attempt to contact you at the telephone number provided by You when You placed the Order. If after 15 minutes We are unable to contact You, the driver will leave an “unsuccessful delivery” notice at Your address and will return the Goods to one of Our stores where the Goods will be held for You to collect for 48 hours. After that time, We will be under no obligation to deliver the Goods to You and You will not be entitled to a refund of any monies paid in connection with the Order. We may (but are not obliged to) redeliver the Goods to You if You are unable to collect them, and if We do additional charges will apply.
- 7.7. If You have checked the “Authority to Leave Unattended” option when placing the Order:
 - 7.7.1. You will ensure that the Goods are immediately after delivery placed in a refrigerator which will consistently keep the Goods at a temperature below 5 degrees Celsius and You acknowledge that there may be serious health risks if You fail to do this;
 - 7.7.2. You take full responsibility for and indemnify Us against all and any claims, liability, expenses, damages and costs which result from or in connection with the Goods being left unattended; and
 - 7.7.3. You release Us from all and any claims, liability, expenses, damages and costs which result from or in connection with the Goods being left unattended.
- 7.8. Notwithstanding the above provisions, any delivery including Goods containing alcohol cannot be left unattended.

8. Click & Collect

- 8.1. When You place an Order You may be given the option of collecting the Goods from one of our stores, instead of having them delivered to You. This is called a “Click & Collect” option.
- 8.2. When Your Order is ready for collection, You will receive a “Ready for Collection” email for Click & Collect Orders. This email must be received prior to attending the store to collect the Goods.

- 8.3. If You are not personally available to collect the Goods, You may appoint a representative to do so on Your behalf. The representative must supply a copy of Your “Ready for Collection” email (printed or on their smart phone) and photo identification at the time of collection. The representative must be over 16 years of age (or 18 years if collecting Restricted Goods), and You agree that We will be entitled to rely on the representative's instructions as if they were Your own. To collect Your order please refer to Your email which outlines the in-store collection instructions for the pick-up location in the specified store.
- 8.4. In store collection orders must be collected within 48 hours from the time You are notified by email that Your order is ready for collection. If Your order is not collected within the timeframe, We will be under no obligation to supply the Goods to You and You will not be entitled to a refund of any monies paid in connection with the Order. We may (but are not obliged to) deliver the Goods to You if You are unable to collect them, and if We do additional charges will apply. An administration fee may be applied if You fail to collect Your goods within the stipulated timeframe.
- 8.5. When You collect Your Order, You will be asked to sign an acknowledgement of receipt. By accepting delivery, You acknowledge that You are satisfied with the condition of the Goods collected and that You are not entitled to return the Goods.
- 8.6. By collecting the Goods, You warrant and represent to Us that You will not consume the Goods after the “use by” date noted on the package, and that You will immediately after collection place the Goods in a refrigerator which will consistently keep the Goods at a temperature below 5 degrees Celsius.
- 8.7. You accept full risk and responsibility for the Goods once You have collected them.

9. Restricted Goods

- 9.1. If You Order Goods that are or contain alcohol or other Restricted Goods, You:
 - 9.1.1. warrant that You are aged 18 years or over;
 - 9.1.2. acknowledge that it is against the Law to sell or supply the Restricted Goods to, or obtain the Restricted Goods on behalf of, a person under the age of 18 years (where relevant); and
 - 9.1.3. You warrant that You are not obtaining the Restricted Goods on behalf of a person under the age of 18 years.
- 9.2. Where We have reasonable grounds for believing You have not complied with the above clause, We may cancel Your Order and refund any money paid to Us in respect of Your Order. We may, at Our discretion, charge You a fee to cover Our administrative costs.

10. Order cancellations and returns

- 10.1. Unless provided for under these Terms or otherwise agreed by Us, no cancellations or changes to Orders will be accepted. You may, however, be able to return Goods under this clause 10.
- 10.2. If We cannot contact You about Your Order using the contact details You provided in the Order, after having made reasonable attempts to contact You, We will cancel Your Order and refund any money paid.
- 10.3. Delivery Fees will not be refunded if You seek to return Goods due to a change of mind or You made an incorrect selection.
- 10.4. Goods can only be returned in accordance with these Terms, including this clause 10.
- 10.5. If you believe Goods you purchase are not fit for human consumption, you may request a refund. We reserve the right to determine (in our absolute discretion) whether to send you a refund or replacement (exchange).
- 10.6. We will process any refunds within a reasonable time of agreeing to do so.
- 10.7. If your request for a refund or exchange is approved and:
 - 10.7.1. we decide to provide you with a refund, then your refund will be processed, and a credit will be applied to your credit card or original method of payment; or
 - 10.7.2. we decide to provide you with a replacement, then a replacement will be posted to you at the address provided by you.
- 10.8. Where You are entitled to a refund, if the original payment was made using a third-party payment system, refunds will be processed back to the account through that system (where possible).
- 10.9. For In-Store Orders, where You are entitled to a refund, where You paid in cash or by EFTPOS, You can obtain a refund by visiting one of Our stores.

11. Product Recalls

- 11.1. If a Good is subject to a product recall, a notice will be posted in the Product Recall notice section of the Website. You can return recalled Goods as instructed in the Product Recall notice.
- 11.2. You consent to Us contacting You using the personal information provided on Your Order, to notify You of a product recall by telephone, email, SMS, MMS or post.

12. Promotions and discounts

- 12.1. The Goods, Prices, and promotions offered on the Website may not be the same as those offered in Our stores. If You purchase Goods on the Website, the Prices, and promotions offered on the Website apply. If You purchase Goods by way of In-Store Order, the Prices, and promotions offered at the relevant store apply.
- 12.2. You may receive online offers and promotions, whether mailed to You, made known to You in one of Our stores, with Your Order or emailed to You. Some offers may include a promotional or coupon code (Code) for use when placing an Order. It is Your responsibility to ensure that the Code is valid, and that You enter the Code at the time of placing an Order. The Code cannot be applied after You have submitted Your Order. Separate terms may apply to the use of the Code. Any Code is non-transferable, cannot be posted on a forum or website and may not be used with other offers.
- 12.3. Certain offers are subject to additional terms (as specified with the offer). You should read these terms carefully, as time limits may apply and You may be required to submit a prescribed form. and the Offer may exclude postage and handling costs and any other costs incurred as a result of redeeming the offer.
- 12.4. All references to times in promotions are based on the local time in Melbourne, Australia unless stated otherwise.

13. Privacy

- 13.1. Personal Information, which You provide to Us will be kept, used and disclosed by Us in accordance with Our Privacy Policy.

14. Risk & Liability

- 14.1. Risk and title in the Goods passes to You on the date and time of delivery of the Goods or when collected in store through Click & Collect.
- 14.2. Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.
- 14.3. We may provide an additional warranty in addition to Your Consumer Law rights and remedies. Any warranties given provide You with benefits in addition to the Australian Consumer Law rights and remedies. When provided, the warranty period, provisions and the person providing the warranty relating to Your purchase vary according to the product You have purchased. Please refer to product packaging and brochures to determine the warranty term and warranty conditions for Your purchase.

- 14.4. We exclude to the fullest extent possible under Law, all implied terms and warranties whether statutory or otherwise, relating to the subject matter of these Terms.
- 14.5. You represent and warrant to Us that We will not be liable for any expense or injury (including indirect loss such as loss of revenue, profits, anticipated savings, goodwill or business opportunity, injury to Your reputation) in contract, tort, under statute or otherwise, howsoever caused, including without limitation arising directly or indirectly from or in connection with the subject matter of these Terms.
- 14.6. Our liability to You for loss or damage of any kind arising out of these Terms will be reduced or limited to the extent (if any) that You cause or contribute to the loss or damage.

15. Termination

- 15.1. We may, at Our discretion, terminate the agreement for the supply of Goods to You:
- 15.1.1. for convenience, at any time, on giving notice to You; or
 - 15.1.2. immediately if We reasonably believe that You have breached these Terms and:
 - (a) that the breach is not capable of remedy; or
 - (b) if You have been provided with notice of the breach, and You have failed to remedy that breach within 14 days (where the breach is able to be remedied).

16. Accuracy of Information

- 16.1. You agree to provide current, complete and accurate purchase and account information for all Orders. You agree to promptly update your account and other information, including your email address and credit card numbers and expiration dates, so that we can complete your transactions and contact you as needed.

17. Website Terms

- 17.1. You agree to use the Website only for purposes that are permitted by:
- 17.1.1. these Terms; and/or
 - 17.1.2. any applicable Law.
- 17.2. You must not transmit any worms or viruses or any code of a destructive nature. You must not engage in any activity that interferes with or disrupts the Website or the servers and networks that host the Website. You must not interfere with

security-related features of the Website, whether by disabling, manipulating or circumventing them or otherwise.

- 17.3. You must not use, reproduce, make available, communicate to the public, distribute or commercialise any content that is published on the Website or within any email correspondence that you receive from Us (“Content”) except as permitted by these Terms, by law or with Our prior written consent.
- 17.4. Any fraudulent, illegal or unauthorised use of the Website shall constitute a violation of the Terms. You acknowledge and agree that We may refer any suspected fraudulent or illegal activity to relevant law enforcement authorities.
- 17.5. You understand that your content (not including credit card information), may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices. Credit card information is always encrypted during transfer over networks.
- 17.6. You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Website, use of the Website, or access to the Website or any contact on the Website, without express written permission by us.
- 17.7. We reserve the right to modify the contents of this Website at any time, but we have no obligation to update any information on our Website. You agree that it is your responsibility to monitor changes to our Website.
- 17.8. We may provide you with access to third-party tools over which We neither monitor nor have any control nor input. You acknowledge and agree that We provide access to such tools “as is” and “as available” without any warranties, representations or conditions of any kind and without any endorsement. We shall have no liability whatsoever arising from or relating to Your use of optional third-party tools. Any use by You of optional tools offered through the Website is entirely at Your own risk and discretion and You should ensure that You are familiar with and approve of the terms on which tools are provided by the relevant third-party provider(s).
- 17.9. Certain content, products and services available via our Website may include materials from third-parties. Third-party links on the Website may direct You to third-party websites that are not affiliated with Us. We are not responsible for examining or evaluating the content or accuracy and We do not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third-parties.
- 17.10. We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party websites. Please review carefully the third-party's policies and practices and make sure You understand them before You engage in any transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third-party.

17.11. You indemnify, and will keep indemnified, Us and Our directors, officers, employees, agents and related bodies corporate (as that term is defined in the Corporations Act 2001 (Cth)) from and against any loss (including reasonable legal costs and expenses on a full indemnity basis) or liability incurred or suffered by You or by Us arising from any claim, demand, suit, action or proceeding by any person against You or Us where such loss or liability arose out of, in connection with or in respect of Your use of the Website, Your conduct and/or Your breach of these Terms.

17.12. Any information and content that is published on the Website is owned or controlled by Us and is protected by worldwide copyright laws. You may download content only for your personal use for non-commercial purposes but no modification or future reproduction of the content is permitted. The content may otherwise not be copied or used in any way.

18. General

18.1. We reserve the right at all times to make changes to these Terms. Any variations to these Terms will take effect from posting on the Website. The Terms which apply at the time You place an Order are those that govern that Order.

18.2. Any provision of these Terms that is prohibited or unenforceable in any jurisdiction is ineffective as to that jurisdiction to the extent of the prohibition or unenforceability. That does not invalidate the remaining provisions of these Terms or affect the validity or enforceability of that provision in any other jurisdiction.

18.3. A failure or delay by Us to exercise a power or right under these Terms does not constitute as a waiver of that power or right, and the exercise of a power or right by Us does not preclude its future exercise or the exercise of any power or right.

18.4. The laws of Victoria, Australia govern this agreement. Your transaction is deemed to have taken place in Melbourne, Victoria.

19. Definitions

The following definitions apply to these Terms.

Click & Collect allows You to purchase Goods through the Website for collection at one of Our stores.

Delivery Fee means a fee for the delivery of Goods.

Goods means the items offered for sale on the Website or at Our stores.

GST has the meaning given in *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

In-Store Order means an Order placed on Your behalf by a one of Our staff members within one of Our stores.

Law means any written rule or collection of rules, including, but not limited to any statute, regulation, order or rule, any government ordinance or by-law, any governmental agency's rule, regulation or determination, and any form of custom or policy recognised and enforced by judicial decision.

Order means a request by You to purchase Goods from Us under these Terms (whether through the Website or an In-Store Order).

Personal Information has the meaning given in the *Privacy Act 1988* (Cth).

Price means the purchase price specified for the relevant Good, whether on the Website, in the relevant store or otherwise.

Privacy Policy means Our Privacy Policy, which can be found [here](#).

Restricted Goods means Goods subject to restrictions on sale in particular jurisdictions, including Goods which may not be sold to minors (such as knives, alcohol and tobacco).

Website means www.jamesbrothersmeatco.com.au.

We, Us and Our means James Brothers Meat Co ABN 39 614 687 729 of 690 Old Calder Highway, Keilor, VIC 3036.

You and Your means You as the purchaser of Goods from Us pursuant to an Order as read with these Terms.
