

## **ONLINE ORDERING TERMS AND CONDITIONS**

These Terms and Conditions contain important information about the ordering, processing and delivery of Goods, including limitation of liability, from this website.

### **1. Compliance with Terms**

- 1.1. You will be bound by these Terms each time you submit an Order. Each Order you place will be a separate contract between you and The Establishment Coffee Company for the supply of Goods.

### **2. Placing Orders for Goods**

- 2.1. You acknowledge that all Goods purchased under these Terms are intended for personal non-commercial use only and warrant they will not be re-sold.
- 2.2. From time to time, The Establishment Coffee Company restricts the quantity of Goods which can be purchased in one Order or during a particular period of time or per person or per address.
- 2.3. The Establishment Coffee Company will not be liable to you for loss you or any third party suffers for a delay or failure to process your Order or deliver Goods due to inaccurate or incomplete details provided in an Order you.
- 2.4. You may Order from The Establishment Coffee Company if you are aged 18 years or over and have an active email account or a telephone number at which you can be contacted.
- 2.5. If you place consecutive or separate Orders, we cannot consolidate your Orders. A separate Delivery Fee, if applicable, will apply to each Order. Subject to any applicable quantity restrictions, you can order as many Goods as you wish in one Order.
- 2.6. The Establishment Coffee Company reserves the right to accept or reject your Order for any reason at any time. If The Establishment Coffee Company rejects your Order you will receive a refund of any money paid.

### **3. Availability of Goods**

- 3.1. From time to time, some Goods may be out of stock or unavailable and we may not be able to fulfil all or part of your Order. If this happens, we will refund you the price paid for the Goods impacted.
- 3.2. We may withdraw or suspend from sale any Good displayed on the Website, either temporarily or permanently, at any time. The Establishment Coffee Company will not be liable to you for any loss you or any third party suffer as a result of a withdrawal or suspension of sale of a particular Good.
- 3.3. Where a Good which is the subject of an Order has been withdrawn or suspended from sale and your payment for the Good has already been processed, we will refund any money paid to us.
- 3.4. The Establishment Coffee Company reserves the right not to honour any incorrect offers represented on the Website made by genuine human or system error. Where your Order is

affected by an error on the Website (for example, in a description, an image, Price or otherwise), we will reject that part of the Order affected by the error. You will be refunded the value of that part of your Order affected by the error and The Establishment Coffee Company will fulfil the remainder of your Order.

3.5. If your Order is affected by a genuine error (including in a description, an image or a Price), we reserve the right to cancel your Order and refund any money paid to us.

3.6. You acknowledge and agree that:

3.6.1. all pictures and images of Goods displayed are for illustrative purposes only;

3.6.2. any accessory featured with the Goods is for illustrative purposes only, and may be sold separately; and

3.6.3. where we provide measurements in the description of a Good, the measurements may vary slightly in real life, and it is your responsibility to ensure that the actual size of each Good is suitable for your purpose prior to submitting your Order (including whether there is appropriate and safe access to your Delivery Address for delivery of the Good).

#### **4. Price and payment**

4.1. Once you have placed your Order, we aim to dispatch the Order within 2 business days. If there are any issues with stock availability, we will contact you as soon as possible.

4.2. Orders are delivered either by us, an agent appointed by us, or by courier. Delivery times will vary depending on the location of the Delivery Address.

4.3. Deliveries are only made in Australia. The delivery fee depends on the weight of the Goods purchased and the Delivery Address. Any Order over \$50 will not incur any delivery fee.

4.4. An invoice for the Order will be included with the delivery of the Goods.

4.5. You must give written notice to us of any invoice corrections, incorrect charges, non-delivery of goods, shortages in quantity of goods, defects of goods or any other order queries within 7 days of delivery of any order to obtain replacements or refunds. If you fail to give such notice within such period you will be deemed to have accepted that the invoiced goods were correctly charged and delivered to you and were of merchantable quality.

4.6. All Prices are in Australian Dollars and, if GST applies, are inclusive of GST.

4.7. The Establishment Coffee Company reserves the right to change or alter Prices without notice to you. 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 clause 3.4 will apply).

#### **5. Order cancellations**

5.1. Unless provided for under these Terms or as otherwise agreed by The Establishment Coffee Company, no cancellations or changes to Orders will be accepted, and the Goods will be

delivered to the Delivery Address provided by you in an Order. You should carefully check that your Order is accurate before you submit it.

- 5.2. 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.
- 5.3. Delivery Fees will not be refunded if you return Goods for change of mind or you made an incorrect selection.
- 5.4. Goods can only be returned in accordance with your rights at law. If you are seeking a refund, please contact us to discuss your refund request.
- 5.5. The Establishment Coffee Company will process any refunds within a reasonable time of agreeing to do so.
- 5.6. If the original payment was made on a credit card, refunds will be processed on the same card as the original payment was made.

## **6. Risk & Liability**

- 6.1. Risk and title in the Goods passes to you on the date and time of delivery of the Goods.
- 6.2. The Establishment Coffee Company excludes to the fullest extent possible under law, all implied terms and warranties whether statutory or otherwise, relating to the subject matter of these Terms.
- 6.3. You represent and warrant to The Establishment Coffee Company that The Establishment Coffee Company 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 arising directly or indirectly from or in connection with these Terms.
- 6.4. 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.

## **7. Termination**

- 7.1. We may, at our discretion, terminate the agreement for the supply of Goods to you:
  - 7.1.1. for convenience, at any time, on giving notice to you; or
  - 7.1.2. immediately if The Establishment Coffee Company reasonably believes that you have breached these Terms and:
    - 7.1.2.1. that the breach is not capable of remedy; or
    - 7.1.2.2. 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).

## **8. General**

- 8.1. 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.
- 8.2. The Establishment Coffee Company may give notice to you by electronic mail. You may give notice to The Establishment by electronic mail to at [info@establishmentcoffee.com.au](mailto:info@establishmentcoffee.com.au) .
- 8.3. 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.
- 8.4. A failure or delay by The Establishment Coffee Company 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 The Establishment Coffee Company does not preclude its future exercise or the exercise of any power or right.
- 8.5. The laws of Queensland, Australia govern this agreement. Your transaction is deemed to have taken place in Brisbane, Queensland.

## 9. Definitions

The following definitions apply to these Terms.

"Business Day" means a week day in which trading banks are open for the transaction of banking business in Brisbane, Australia.

"Delivery Address" means the address to which the Goods are to be delivered, as stated on your Order.

"Delivery Fee" means a fee for the delivery of Goods.

"Goods" means the items offered for sale on the Website.

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

Order means a request by you to purchase Goods from The Establishment Coffee Company under these Terms.

"Price" means the purchase price of each Good as specified on the Website.

"Website" means the sites available from <http://www.establishmentcoffee.com.au>

"We", "Us", "Our" and "The Establishment Coffee Company" means The Establishment Coffee Co Pty Ltd ACN 151 553 061.

"You" and "Your" means you as the purchaser of Goods from The Establishment Coffee Company pursuant to these Terms.