

## Tea Cellar Pty Ltd (“Tea Cellar”)

### 1. Terms of Use

- Use of the Tea Cellar website (“the Website”) is provided by Tea Cellar Pty Ltd subject to the following Terms of Use.
- Your use constitutes acceptance of these Terms of Use as at the date of your first use of the Website. Your use constitutes acceptance of these Terms and Conditions as at the date of your first use of the site. Should you (“the user” or “the consumer” or “the buyer” or “the member” where necessary) not agree to the terms contained herein, do not proceed to use the Website.
- Tea Cellar Pty Ltd reserves the rights to change these Terms and Conditions at any time by posting changes online. Your continued use of this site after changes are posted constitutes your acceptance of this agreement as modified.
- You (“the user” or “the consumer” or “the buyer” or “the member” where necessary) agree to use this site only for lawful purposes, and in a manner which does not infringe the rights, or restrict, or inhibit the use and enjoyment of the site by any third party.

### 2. Disclaimer

- All material on the Website is provided in good faith. It is derived from sources believed to be accurate and current as at the date of publication. The use of this Website is at your own risk, the materials and services provided “as is” without any warranties of any kind including warranties of merchantability, fitness for a particular purpose, or non-infringement of intellectual property. Neither Tea Cellar Pty Ltd nor any of its affiliates warrant the accuracy or completeness

of the materials or services on or through this web site. The materials and services on or through this web site may be out of date, and neither Tea Cellar Pty Ltd nor any of its affiliates make any commitment or assumes any duty to update such materials or services. The foregoing exclusions of implied warranties do not apply to the extent prohibited by law.

- Tea Cellar Pty Ltd endeavours to ensure the product descriptions, images, stock availability and price list are current. The product information can be accessed from the Website and we reserve the right to amend our prices at any time. If you have placed an order, we reserve the right to cancel your order should our prices change.
- Tea Cellar Pty Ltd does not warrant that the functions contained in the material contained in this site will be uninterrupted or error free, that defects will be corrected, or that this site or the server that makes it available are free of viruses or bugs or represents the full functionality, accuracy and reliability of the materials. Tea Cellar Pty Ltd accepts no liability for the use of and/or reliance upon any information of this site, nor shall they be liable in any manner for any direct, incidental, special, consequential, indirect or punitive damages that result from the use of or reliance upon, or the inability to use, the information contained on this site, or the information in any sites or pages linked to this site.
- The views of contributors to this website are not necessarily the views of Tea Cellar Pty Ltd.

### 3. Changes to the Terms of Use

- Tea Cellar Pty Ltd reserves the rights to change these Terms of Service at any time by posting changes online. Your continued use of this site after changes are posted constitutes your acceptance of this agreement as modified.

#### **4. Intellectual Property Rights**

- The Website is operated and controlled by Tea Cellar Pty Ltd and/or its affiliates. The information from this website is protected by copyright and other proprietary rights laws. Commercial use or publication of all or any item displayed is strictly prohibited without prior authorisation from the Tea Cellar Pty Ltd. Nothing contained herein shall be construed as conferring any licence by the Tea Cellar Pty Ltd to use any item displayed. Tea Cellar Pty Ltd and/or its affiliates retain all intellectual property rights in any products and items it produces and are reflected in its website from time to time.
- All trademarks, trade names, and logos and the like used on this website are registered or un-registered trademarks, trade names or logos of Tea Cellar Pty Ltd. Your access to the Website does not license you to use those marks in any commercial way without Tea Cellar Pty Ltd's prior written approval.
- Tea Cellar Pty Ltd reserves the right, in its sole and absolute discretion, to remove, alter, modify, supplement and/or restrict access to the services, content, information, software, or file(s) appearing on or transmitted through the Website.
- Any comment, feedback, idea or suggestion ("Comments"), which you provide to us through the Website, becomes the property of Tea Cellar Pty Ltd. We may use your Comments in promoting the Website or in any other way in the future; we will not be liable for any similarities, which may appear from such use. Furthermore, you agree that we are entitled to use your Comments for any commercial or non-commercial purpose without compensation to you or to any other person who has transmitted your Comments.

- If you provide us with Comments, you acknowledge that you are responsible for the content of such material including its legality, originality and copyright.

#### **5. Electronic communications**

- The user consents to receiving communications from Tea Cellar Pty Ltd, the providers, creators, owners, representatives, agents and/or its nominees electronically and agrees that all agreements, notices, disclosures and other communications sent by Tea Cellar Pty Ltd, the providers, creators, owners, representatives, agents and/or its nominees satisfies any legal requirements, including but not limited to the requirement that such communications should be "in writing".
- Any communication or material that you transmit to, or post on, any public area of the site including any data, questions, comments, suggestions, or the like, is, and will be treated as, non-confidential and non-proprietary information.

#### **6. Delivery / Shipping**

- The consumer acknowledges that in respect of the goods delivered outside Australia seasonal peaks and delays at customs and the like are outside the control of Tea Cellar Pty Ltd and/or its affiliates and deliveries may take longer than normal.
- In addition, any unreasonable delays that may result in respect of deliveries of the goods, within and outside Australia, the user acknowledges that Tea Cellar Pty Ltd and/or its affiliates are not responsible or liable for such late delivery.
- In rural and regional areas of Australia, delivery times for Express Parcel Services are in respect of

delivery to the Post Office of the principal township in that area. Delivery to final destinations may take longer. If in doubt please check with your local Post Office.

- In the event that the goods are not delivered within a reasonable time as stipulated by the respective authority responsible for such delivery, they will be delivered as soon as reasonably practical and the consumer shall have no claim arising out of late delivery nor shall they be entitled to return the product as a result thereof.
- All items purchased from Tea Cellar Pty Ltd and/or the Website are made pursuant to agreements with shipping and delivery agents and risk of loss passes from Tea Cellar Pty Ltd or its affiliates of this website to the user upon delivery of any item to such carrier.

## **7. Payments**

### **7.1 Credit Card Payments**

- At the time of placing the order the transaction details are presented to the bank and payment is collected.
- Note that to protect its own and the interests of customers, Tea Cellar Pty Ltd scrutinizes all transactions with great care to prevent attempted fraud and a transaction may be refused if Tea Cellar Pty Ltd is not satisfied with its legitimacy.

### **7.2 Payments by Electronic Funds Transfer (EFT)**

- If the buyer selects the EFT payment option, delivery will only take place once Tea Cellar Pty Ltd has received and the funds have cleared in its bank account. EFT payments are subject to the following:
  - The exact amount must have been transferred;
  - The payment must be identified by supplying the order number and

surname in the reference section of the deposit slip;

- Tea Cellar Pty Ltd and/or affiliates provide no warranty as to the security of any of the payment methods provided for on this website and it is the responsibility of the user and/or consumer to satisfy itself in respect thereof and the buyer assumes all risks associated therewith.

## **8. Insurance**

- Goods are NOT automatically covered by insurance unless specifically requested by the consumer, at an additional cost to the consumer, when placing the order.

## **9. Governing law**

- These terms and conditions shall be governed and construed in accordance with the laws of Australia. Any disputes shall be subject to the exclusive jurisdiction of the Courts of Australia.

## **10. Hyperlinks**

- Tea Cellar Pty Ltd takes no responsibility for the content of external Internet sites. Other websites provided on the Website are owned and operated by third parties and the Tea Cellar Pty Ltd has no control over them. The fact that we include links to other websites does not mean that Tea Cellar Pty Ltd approves of or endorses any other third party website or the content of that website. We accept no liability for any statements, information, products or services that are published on or are accessible through any websites owned or operated by third parties.
- If you contact a third party using functionality provided on the Website, including via email, Tea Cellar Pty Ltd accepts no responsibility for any actions taken by that third party in response to your communication or for any transactions entered into between you and the relevant third party.

- You may link our website with our consent. Any such linking will be entirely your responsibility and at your expense. By linking, you must not alter any of our website's contents including any intellectual property notices and you must not frame or reformat any of our pages, files, images, text or other materials.

#### **11. Indemnity**

- By accessing the Website, you agree to indemnify and hold us harmless from claims, actions, damages, costs and expenses including legal fees arising from or in connection with your use of our website.

#### **12. Limitation of Liability**

- Tea Cellar Pty Ltd and/or its affiliates assume no responsibility, and shall not be liable for, any damages to, or viruses that may infect the user's computer, telecommunication equipment, or other property caused by or arising from the user's access to, use of, or browsing this website or the user's downloading of any materials, from this website.
- This site and the information, names, images, pictures, logos regarding or relating to Tea Cellar Pty Ltd are provided "as is" without any representation or endorsement made and without warranty of any kind whether express or implied. In no event will Tea Cellar Pty Ltd and/or its affiliates be liable to any party for any indirect, special, punitive, incidental or consequential damages (including, without limitation, those resulting from lost profits, lost data or business interruption) arising out of the use, inability to use, or the results of use of this website, any websites linked to this website, or the materials, information or services contained at any or all such websites, whether based on warranty, contract, negligence, or any other legal theory and whether or not advised of the possibility of such damages.

#### **13. Third party rights**

- A person who is not a party to these Terms of Use has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these Terms of Use.

#### **14. Security**

- Tea Cellar Pty Ltd is committed to online security. Tea Cellar Pty Ltd will not ask you to provide personal details, including passport number, driving licence, or bank and/or credit details via email. When you are making an online purchase on the Website and are required to provide your bank or credit card details, the online transaction will be carried within a secure browser window, with a locked padlock symbol appears on the top or the foot of the browser. If you are aware any suspicious activity, please report to us immediately.
- Tea Cellar Pty Ltd or its affiliates shall not be responsible for security breaches occurring on the website which may result due to the lack of adequate virus protection software or spyware that the user may inadvertently have installed on the user's device.
- Any one who delivers or attempts to deliver any damaging code to the Website or attempts to gain unauthorised access to any page on the Website shall be prosecuted and civil damages shall be claimed in the event that Tea Cellar Pty Ltd or its affiliates suffer any damage or loss.
- The user agrees and warrants that its log-in name and password shall:
  - be used for personal use only; and
  - not be disclosed to any third party.
- The user hereby grants Tea Cellar Pty Ltd and/or its affiliates to take all reasonable steps to ensure the

integrity and security of this website and back-office applications.

## 15. Privacy

- Tea Cellar Pty Ltd is committed to protect your privacy when accessing the Website. When accessing the Website, information about the user may be either collected by Tea Cellar Pty Ltd and/or its affiliates or provided by the user. Tea Cellar Pty Ltd respects the privacy and confidentiality of the information provided by you and adheres to the Australian Privacy Principles. Tea Cellar Pty Ltd, however, does not warrant and cannot ensure the security of any information, which you may provide to us. Information you provide / transmit to us is entirely at your own risk although we undertake to take reasonable steps to preserve such information in a secure manner.

## 16. Collection and use of personal information

- When you supply basic contact information including your name, phone number, address and/or email address to Tea Cellar Pty Ltd, you consent to the collection, use and disclosure of this information for a specified purpose. We are legally obliged by the Privacy Act 1988 and Privacy Act 1993 to ensure that we only use this information for the purpose for which it was requested, and to ensure that it is kept securely.
- You have no obligation to provide any information requested by us however, we may not be able to provide you with the products or services you require should the provision of the product or service depend on the collection of that information, including if the collection of that information is required by law.
- The personal information Tea Cellar Pty Ltd collects is generally used to provide you with our products or services and to provide you the best

customer service possible. We do not use or share personally identifiable information for any purpose other than for the purpose for which it was disclosed. We do not provide or sell personally identifiable information to other organisations without your consent. Tea Cellar Pty Ltd may provide you with service related announcements concerning the Website or contact you regarding your customer service requests. We may also contact you to respond to product questions or concerns that you may express. These types of communications are necessary to serve you, respond to your concerns and to provide the high level of customer service that we offer our customers. We may disclose your information to our service providers, associated organisations and, if you give your consent, other related organisations which may share the aims and objectives of Tea Cellar Pty Ltd. If you do not want this to happen, please tick the box where provided.

- The user may request that Tea Cellar Pty Ltd and/or its affiliates cease sending the user such information or request that the user's personal information be removed from the database or mailing list at any time by e-mailing [concierge@teacellar.co](mailto:concierge@teacellar.co).

## 17. Cookies

- Cookies are pieces of information that are sent to your device when you log onto our website. They are stored on your device, allowing us to recognise you as a user when you next visit and to tailor its configuration to your needs and preferences. Cookies do not access information stored on your device or any personal information, such as name, address, email address or telephone number. Most web browsers automatically accept cookies but you can choose to reject cookies by changing your browser settings. However, this may prevent you from taking full advantage of the Website.

## 18. Storage and security of your information

- Tea Cellar Pty Ltd takes measures to ensure your personally identifiable information is protected from unauthorised access, loss, misuse, disclosure or alteration. Our security provisions are to a very high standard and access to and use of personal information is appropriately limited to employees with authorised access within Tea Cellar Pty Ltd in order to deliver the services and to prevent misuse or unlawful disclosure of that personal information by others. We use security procedures to protect the personally identifiable information we hold.

## 19. Disclosure of personal information

- Tea Cellar Pty Ltd may disclose certain information, which may include your personal information, when we deem necessary in our sole discretion, to comply with any applicable law, regulation, court order, subpoena, warrant, in the course of a legal proceeding or in response to a law enforcement agency request. We may also exchange information, including your personal information where required, with other organisations for credit fraud protection and risk reduction to protect the rights, property or safety of Tea Cellar Pty Ltd, its employees, customers, or its affiliates.
- If there is a change of control in our business, whether by merger, sale, or otherwise, or a sale or transfer of its assets, customer information, which may include your personal information, could be disclosed to a potential purchaser under an agreement to maintain confidentiality, or could be sold or transferred as part of that transaction. And finally we would only disclose your information in good faith and where required by any of the above circumstances.

## 20. Notification of changes

- Tea Cellar Pty Ltd reserves the right

to amend this privacy statement. You are advised to visit this Website section periodically in order to keep up to date with the changes in our privacy policy.

## 21. Returns / Guarantee

- Tea Cellar Pty Ltd will accept returns in accordance with Victorian and Australian law. Returns are also accepted with prior approval from Tea Cellar Pty Ltd where a return authority number will be issued and must be with 30 days of invoice. The item must be unused and the packaging in new condition.
- Tea Cellar Pty Ltd shall make a reasonable effort to exchange the product, but if replacement is not possible, Tea Cellar Pty Ltd will refund the purchase price including delivery costs.
- We undertake to replace any product delivered to you that is faulty or is in a damaged condition. If you wish to return a faulty or damaged product, you must notify us through our [contact us](#) webpage. If we are unable at the time of return to replace or exchange returned goods, we undertake to reimburse your credit card for the amount initially debited for the purchase including packaging and postage charges.
- Tea Cellar Pty Ltd and/or its affiliates make no warranty that the products supplied are fit for the purpose for which it is intended, nor are any other warranties or guarantees made in respect of the products, which are sold voetstoots.

## 22. Cancellation due to Error

- Where a product has been listed at the incorrect price or with incorrect descriptive information or image due to typographical error or similar oversight, Tea Cellar Pty Ltd reserves the right to cancel a transaction. Where your credit card

has been charged, we will immediately refund your credit card for the total amount debited.

### **23. Term and Termination**

- This Agreement shall commence when the user accepts such terms and conditions and continues indefinitely until terminated by Tea Cellar Pty Ltd.