



Terms and Conditions

April 2020

Welcome to Wine on the Web,

By continuing use of this website you are agreeing to comply with the Terms and Conditions detailed below, which exist to assist in the governing of the relationship between you and your use of this website. If you disagree with the following Terms and Conditions, please cease use of www.wineontheweb.com.au immediately.

When these Terms and Conditions refer to "Wine on the Web", "us" or "we", this refers to the owner of Wine on the Web. This online merchant is located in Hobart, Tasmania. The term "you" refers to the user or viewer of the website.

The Terms of Use for this website are as follows:

Unless otherwise shown, all the prices listed on this website are displayed in Australian Dollars (AUD).

The information provided on this website is for general use only, and as such it is subject to change without notice.

Wine on the Web does not sell alcohol to persons under the age of 18. By using this site you affirm that you are over the age of 18, and that the person receiving the shipment of alcohol products is over the age of 18. Note that in all circumstances, a person over the age of 18 must be available to take delivery of good at the delivery address provided by you. Identification may be requested and the individual undertaking the delivery of goods reserves the right to request identification, as required under the responsible service of alcohol laws in the relevant local jurisdiction. Wine Republic is not held liable in any way by your noncompliance with these requirements.

All orders are subject to the availability of stock. Wine on the Web retains the right to cancel orders subject to stock availability. If this occurs, you will be notified immediately via text and/or email, and refunded for the cost of the product. However, Wine on the Web does not accept responsibility for providing additional reimbursement for the cancellation of an order.

Delivery is available to most areas of Australia. Completing a transaction on this website does not guarantee that we can deliver goods to the location specified on your order. Wine on the Web reserves the right to cancel any transaction should delivery to the associated address not be available under our arrangements with our shipping providers, or should it be prohibitively expensive to engage this service.

We cannot guarantee the specific vintage of any product listed on this website and we reserve the right to replace any product supplied with the same product from a different vintage.

We cannot guarantee the type or associated branding of packaging that will be used to ship products purchased on this website. Minor marks or other defects may occur to packaging whilst in transit and we are not responsible for such occurrences.

We will take significant steps to confirm that all provided credit card and bank information is accurate, and that any claims of fault or defect in our products are genuine in alignment with our Returns Policy.



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Wine on the Web does not provide warranty or guarantee regarding the accuracy, timeliness or suitability of the information regarding our products or services on this site. Whilst we try and ensure that all details, descriptions and prices which appear on this website are accurate, errors may occur. In using the information we provide, you acknowledge that there may be inaccuracies or errors. To the fullest extent of the law, Wine Republic excludes liability for such errors. We may choose to not fill any orders (or part of an order) that you have placed where the website contains errors or inaccuracies, including, without limitation, errors, inaccuracies or out-of-date information regarding pricing, shipping, payment terms, return policies, vintages and any other product information. We are not liable to you or anyone else for any loss in connection with use of this website or a linked website.

We reserve the right to change pricing at any time and to refuse the sale of a product.

It is your responsibility to use the information provided on this site appropriately. In using this site you accept full responsibility for confirming that your chosen product or service meets your specific needs and preferences.

When you share any content on this website, such as using the email or social sharing functionality we provide, you indemnify Wine on the Web, its servants and agents against all actions, claims and demands (including the cost of defending or settling any actions, claims and demands) arising out of or in respect of this action, including by any contravention of the Spam Act 2003.

During your visit to wineontheweb.com.au you may be prompted to subscribe to a mailing list to receive emails containing promotional information. If you later wish to stop receiving promotional material, please select 'Unsubscribe' within said promotional email and you will be removed from the mailing list.

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This website may include external links. Wine on the Web does not accept any responsibility for the content of external sites. Links to those websites should not be seen as endorsement, recommendation or preference by us, of the operators of the sites, or of any content referred to on other sites unless specifically stated.

If interference or damage occurs to your computer system while using this website, we are not liable to any errors or issues that may take place. We do not guarantee your use of the website will be free of interruptions or errors.



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Secure Online Payments

Wine on the Web accept the following payments Google Pay, Apple Pay, Visa and Master Card direct through the website payment gateway Shopify. www.wineontheweb.com.au to process your secure credit card payments Your complete credit card number cannot be viewed by Wine on the Web or any outside party. We never permanently store complete credit card details on site. Please visit <https://www.shopify.com/legal/terms> for further information

Refunds, Returns and Claims

Claims for broken or damaged goods must be reported within 24 hours of delivery, so make sure you check your order as soon as you receive it. Requests for returns for credit or exchange must be made within 30 days.

Copyright

The content, organisation, design elements, graphics, text, images, video, compilation, advertising, marks and all other material on the Site are protected under applicable copyrights, trademark and another proprietary (including but not limited to intellectual property) rights and are the property of Wine on the Web (ABN 60 479 199 658). The copying, distribution, modification, unauthorised use or publication by you, directly or indirectly, of any such matters or any part of the website, including but not limited to the removal or alteration of advertising, except for the limited rights of use granted hereunder, is strictly prohibited. However, if you do want to use anything on the site, drop us a line and check with us first. Let's be nice to each other.

Disclaimer

All prices quoted on this site are subject to change without notice due to market and currency fluctuations, changes in duty, GST and other government charges and current stocks remaining unsold. In other words, we haven't had a brain explosion and changed prices accidentally, it's because we had to. If your order includes a product that is not available, we will contact you and provide suggestions on another product as near as possible in style, quality and price. Who doesn't want to chat to a wine lady every now and then?

Whilst every effort is made to ensure that all vintages are current, due to the nature of the industry, vintages may change suddenly depending on supply and stockholdings of the producer. If the stocked vintage changes before you receive your order, where possible, we will contact you to inform you of the change to the vintage and determine if you still want the product.

Liquor Laws and RSA

By purchasing event tickets, alcohol or alcohol products through Wine on the Web you are acknowledging you are at least 18 years of age. All Consultants have a valid Responsible Service of Alcohol Certificate – Tasmania, when providing and serving liquor for education purposes.

WARNING

Under the Liquor Licensing Act 1990 it is an offence: for liquor to be delivered to a person under the age of 18 years.

Penalty: Fine not exceeding 20 penalty units (\$3 180 for 2017–18)

for a person under the age of 18 years to purchase liquor.

Penalty: Fine not exceeding 10 penalty units (\$1 590 for 2017–18)