



## Essential Gifts Order Form

Please fax to: (07) 4059 1405

Please enter in the product details you wish to order below

Product Name	Quantity	Price (\$AUS)
_____	<input type="checkbox"/>	_____
_____	<input type="checkbox"/>	_____
_____	<input type="checkbox"/>	_____
_____	<input type="checkbox"/>	_____
_____	<input type="checkbox"/>	_____
_____	<input type="checkbox"/>	_____
_____	<input type="checkbox"/>	_____
_____	<input type="checkbox"/>	_____
_____	<input type="checkbox"/>	_____
_____	<input type="checkbox"/>	_____

Total: \$ \_\_\_\_\_ +(p&p)

you will be contacted to inform you of the postage cost before you are charged

Where would you like this delivered?

Recipient Name: \_\_\_\_\_

Address: \_\_\_\_\_

Suburb: \_\_\_\_\_ State: \_\_\_\_\_ Postcode: \_\_\_\_\_

Payment Details:

Please select how you would like to pay for this order

- Credit card (Visa / Mastercard / Bankcard / Amex / Diners)
- Cheque / Money Order
- C.O.D - (Cairns region only)

# Terms & Conditions of Sale

The Agreement is a contract between the customer ("You") and Essential Gifts ABN 54 951 868 506. All orders are processed by Essential Gifts and couriered to your chosen delivery address. Persons under 18 years of age are not permitted to place an order on this site for alcohol. By signing and submitting this form you agree to be bound by the terms and conditions of this Agreement.

## 1. Interpretation:

"Agreement" means an agreement between You and vintagecellars.com.au to supply Goods. The Agreement consists of the Order and these Conditions.  
"Conditions" means these Conditions and any agreed written variations.  
"Delivery Address" means the address to which the Goods are to be delivered as stated on the Order.  
"Goods" means Goods described in an Order and includes packaging.  
"Intellectual Property Rights" Includes all rights in respect of copyright, trade marks, patents, designs, protection of confidential information and circuit layouts, whether arising under statute or otherwise.  
"Order" means an order by You to purchase Goods from vintagecellars.com.au.  
"Personal Details " includes, but is not limited to Your name, Delivery Address and payment details.  
"Product List" means the list of Goods displayed on the essentialgifts.com.au website as amended from time to time.

## 2. Purchase Orders & Delivery of Goods

### 2.1 Authorised receipt of Goods

Anyone at the Delivery Address who receives the Goods shall be presumed by Essential Gifts to be authorised to receive the Goods. essentialgifts.com.au may request that the person who receives the Goods at the Delivery Address provide satisfactory evidence of proof of age. vintagecellars.com.au will refuse to deliver the Goods if the person receiving the Goods is unable or unwilling to provide evidence of proof of age. The Goods will not be delivered to persons under the age of eighteen (18) years.

## 3 Risk & Returns

### 3.1 Risk and Title

Risk and title in the Goods passes to You upon delivery of the Goods to the Delivery Address.

### 3.2 Returns or Refunds

If at any time You are not satisfied with the quality of the Goods You have purchased, You may contact Essential Gifts and a customer service representative will assess Your request for a credit or refund of the purchase price.

## 4. Price of goods & payment

### 4.1 Price of Goods

The price You shall pay for the Goods shall be the price specified on the Product List. You also agree to pay the delivery and handling fee (when applicable) in respect of each Order.

### 4.2 Variation

Essential Gifts' prices are subject to variation. The price payable for the Goods shall be the price applicable on the date the Goods are confirmed as ordered.

### 4.3 Method of payment

#### (a) Payment upon Placement of Order

You shall pay for the Goods at the time of despatch of your Order.  
You may use your credit card (Bankcard, MasterCard, Visa, American Express, Diners)  
Cheques/Money Orders are accepted with mailed orders and will be accepted at Essential Gifts' discretion.

#### (b) Corporate Customer Account

You may make an application to set up a corporate customer account with Essential Gifts. If your application is accepted You will be required to sign Essential Gifts standard terms and conditions which will include details in relation to acceptable payment methods.

### 4.4 Packaging & labelling of goods

Essential Gifts aims to include in the Product List up-to-date pictures of the Goods. At times, the picture of the Goods on the Product List are for illustrative purposes only. Essential Gifts does not warrant the accuracy of information contained on the Product List and recommends that You read the label on Goods carefully before using the Goods.

3. You acknowledge that any trade marks or logos which appear on the essentialgifts.com.au website are owned by or licensed to essentialgifts.com.au or its related business, and that You must not do anything to prejudice the rights of the trade mark owner or licensee to such trade marks or logos.

## 4. Liability

7.1 You acknowledge that Essential Gifts service is provided "AS IS" and that Essential Gifts is not making and has not made any warranty or representation as to Essential Gifts' suitability for any particular purpose.

4.2 You agree that any liability of Essential Gifts arising out of or in connection with any breach of any express or implied warranty or condition in respect of goods or services supplied to You through use of Essential Gifts will be limited to:

- (a) if the condition relates to goods, the replacement of the goods or the supply of equivalent goods; and
- (b) if the condition relates to services, the supplying of the services again or the payment of the cost of having the services supplied again.

## 5. Notification of changes

5.1 Essential Gifts may add to, delete, or otherwise change any of the terms of this Agreement. essentialgifts.com.au will notify You of any substantial changes to these terms & conditions. Your use of the essentialgifts.com.au service after notice will constitute your deemed acceptance of such changes.

## 6. Confidentiality of your information

6.1 essentialgifts.com.au reserves the right to disclose information regarding essentialgifts.com.au members and use of the essentialgifts.com.au service to third parties providing that the information will not specifically identify You or any personal information supplied by You.

## 7. Termination

essentialgifts.com.au may terminate this Agreement at any time by delivering notice or by sending You a system message advising that your shopping privileges have been removed. If this occurs, please contact the essentialgifts.com.au team. Termination of this Agreement shall be effective the day notice is received or such later date as specified in the notice.

## 8. Promotions & Clearances

All specials, promotions, clearances and discounted items advertised on the essentialgifts.com.au website are available only while stocks last unless otherwise advertised. No special orders are available on specials, promotions, clearance & discounted items advertised on the essentialgifts.com.au website.