

TERMS & CONDITIONS

WEBSITE TERMS OF PURCHASE

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The Terms and Conditions of Purchase The following terms and conditions regulate the business relationship between You (**You** or **Your**) and Lines Family Trust (ABN: 45 672 946 418) Trading as and from this point on known and referred to as Blackfast Australia for the purchase of goods and/or services through Blackfast Australia website. Blackfast Australia Website Terms and Conditions of Use also apply to any transaction You may make and Your acceptance of these terms and conditions constitutes an acceptance of these. Any purchase of goods and/or services, acceptance of our quotation or payment of any invoices by You from Blackfast Australia shall be regulated by the terms and conditions outlined in this agreement.

TERMS OF USE AGREEMENT

The use of this site is governed by the policies, terms and conditions set forth below. Please read them carefully. Your use of this site indicates your acceptance of these terms and conditions. Your placement of an order indicates your acceptance of these terms and conditions. Your submittal of any purchase order to BLACKFAST AUSTRALIA indicates acceptance of these terms and conditions. These terms and conditions shall supersede any subsequent terms.

By ordering or registering on any of our sites you grant us the right to add your contact details to our database and email transactional order, shipping and product review emails. From time to time we may contact you about offers and new products. You can easily be removed by either unsubscribing via a link or contacting our Customer Service at sales@blackfastaustralia.com.au and we will remove you from marketing communications.

1. Definitions In these terms and conditions: **Agreement** means these terms and conditions. **Carrier** means any person or business used by Blackfast Australia to deliver goods and/or services from Blackfast Australia to You, whether all or part of the distance of the delivery. **Goods** means any goods offered for sale Blackfast Australia. **Services** means any services offered for sale by Blackfast Australia. **Website** means this website or any other website through which Blackfast Australia offers for sale the Goods and/or Services. **Written Material** means any informational material published by Blackfast Australia in any medium from time to time with a view to providing information to any customer or prospective customer of Blackfast Australia

2. Our contract with You

2.1 Blackfast Australia shall accept orders placed by electronic transmission through the Website subject to the terms of this Agreement.

2.2 Before an order is placed Blackfast Australia will display on the screen a quote confirming the details of Your order including the price of the Goods and/or Services.

2.3 Blackfast Australia will notify You by email or phone if any Good is unavailable and offer an alternative item or a full refund.

2.4 Subject to clause 2.6, receipt of full payment of Your order by Blackfast Australia is evidence of a binding and enforceable agreement between You and Blackfast Australia, and this Agreement can only be modified by written agreement between You and Blackfast Australia.

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2.6 If applicable, any Goods ordered by You from Blackfast Australia are at Your own risk from the moment they are picked up by a Carrier to be delivered to You. For the avoidance of any doubt, this means that You assume all costs and risks of loss and/or damage to the Goods from the point in time when the Goods are loaded onto the mode of delivery of the Carrier and up until the point in time when the Goods are delivered to You and are in Your possession. Blackfast Australia will retain title of the Goods until it has received payment in full for the Goods.

2.7 All clerical errors are subject to correction and will not bind Blackfast Australia.

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3. Price and Payment

3.1 The price of any and all Goods contained in any Written Material of Blackfast Australia is subject to change from time to time at the sole discretion of Blackfast Australia. All our prices shown are in Australian dollars (AUD) and exclude GST (Goods and Services Tax).

3.2 Full payment of an order must be made and received by Blackfast Australia before the Goods will be provided and/or delivered to You.

3.3 All charges relating to the payment of an order in a currency other than Australian Dollars will be borne by You.

3.4 You shall pay all sums due to Blackfast Australia under this Agreement by the means specified without any set-off, deduction or counterclaim.

3.5 You represent and warrant that if You are purchasing something from Blackfast Australia that (i) any credit card information You supply is true, correct and complete, (ii) You have express authority from the card holder to use this credit card, (iii) charges incurred by You will be honoured by Your credit card company, and (iv) You will pay the charges incurred by You at the posted prices, including any delivery fees and applicable taxes.

4. Information You give Blackfast Australia

4.1 You agree that You have provided, and will continue to provide, accurate, up to date and complete information about Yourself to Blackfast Australia to enable Blackfast Australia to provide You with the Goods and/or Services ordered.

4.2 Blackfast Australia agrees to use reasonable endeavours to respond to any point of dissatisfaction by You in relation to any Goods and/or Services purchased.

5. Delivery

5.1 Where applicable, deliveries will be made by the Carrier to the address stipulated in Your order.

5.2 We will deliver to most addresses within Australia. We require a street address for delivery unfortunately we cannot deliver to a P.O. Box. All deliveries are made 8:30am to 5.00pm Monday to Friday by a Blackfast Australia chosen carrier. For orders placed before 4.00pm on a weekday, please allow from the confirmation of dispatch:

- 2-5 working days for delivery to a capital city in any State;
- 5-10 working days for delivery to most large regional towns; and
- 7-14 working days for delivery to other remote locations.

Please note that these delivery times are estimates only, and actual delivery times may vary.

5.3 If Blackfast Australia is unable to deliver Your Goods for whatever reason within 30 days of the date of Your order Blackfast Australia shall notify You to arrange another date for delivery.

5.4 If the Goods ordered are not available to be delivered all at once, Blackfast Australia may, at its discretion and on its selected terms and conditions, deliver the Goods ordered in instalments.

5.5 Deliveries do not require a signature on receipt. Where possible Delivery should be to an address where someone is available to receive the Goods during business hours. In the event no one is available to receive delivery, the goods will be left on premises in the safest location available at the address you have stipulated on your order. Blackfast Australia shall assume no responsibility for any lost or missing deliveries in this situation.

6. Shipping and Handling Costs

6.1 Our shipping and handling fees are charged on weight and destination of the order.

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7. Cancellation of order and Return of Goods and/or Services

7.1 Once Blackfast Australia has received full payment of Your order, **then subject to Your statutory rights under the Australian Consumer Law**, You have no right and are unable to cancel, refund and/or modify Your order. Blackfast Australia does not offer refunds simply in the event You change Your mind or make a wrong decision.

7.2 Notwithstanding clause 7.1, Blackfast Australia agrees to replace any Goods purchased from Blackfast Australia that are not of acceptable quality, have been wrongly described or do not otherwise meet the consumer guarantees contained in the Australian Consumer Law. You agree to contact Blackfast Australia promptly after becoming aware of this. Should this occur, Gone Walkabout.co may request proof of this alleged fault and/or defect as a condition of any refund.

7.3 Should You wish to make a claim relating to your product for (1) damaged in transport or (2) incorrect Goods received, this must be done within 24 hours of receiving your Goods by telephone, email or facsimile. After confirming claims when receiving the returned Goods at our warehouse, we shall then promptly (a) re-supply the item(s) or (b) credit or refund the relevant invoice appropriately. Importantly it is always the customers responsibility to review the Goods received prior to their opening. Goods received, even in the event of incorrect supply, shall only be accepted back for re-supply or credit, if the Goods are unopened & in their original condition.

8. Disclaimers

8.1 Blackfast Australia may at any time and without any advance notice to You or any other person make improvements or changes to its Written Material or to any of the Goods.

8.2 You may have statutory rights under the Australian Consumer Law that do not permit Blackfast Australia to limit its liability to You in relation to any Goods it may supply to You. However, to the fullest extent permitted by law, in circumstances where Blackfast Australia is able to limit its liability, the maximum liability of Blackfast Australia for breach of those statutory rights is limited at Blackfast Australia option to:

- (a) replacement of the Goods or the supply of equivalent Goods;
- (b) the repair of the Goods; or
- (c) the payment of the cost of replacing the Goods or acquiring equivalent Goods, or having the Goods repaired;

8.3 In all other circumstances, and to the fullest extent permitted by law, Blackfast Australia liability for a breach of this Agreement or any claim or loss (whether arising in negligence or otherwise) incurred or suffered by You in relation to, or arising out of, Your purchase of Goods through the Website, is limited to the amount of the transaction that gave rise to the loss or claim.

8.4 Except as expressly set out in this Agreement, and to the fullest extent permitted by law, in no event will Blackfast Australia be liable to You for any special, consequential or indirect losses, any loss of profits, loss of opportunity, loss of data, loss of goodwill or loss arising from business interruption, whether in contract, negligence or otherwise, which You suffer or incur as a result of, or in connection with, any conduct or omission by Blackfast Australia, or Your use of the Website, the purchase of any Goods and their use.

9. Indemnity You indemnify and hold Blackfast Australia harmless in respect of any and all loss or damage suffered by Blackfast Australia, and any claims or demands that may arise against Blackfast Australia relating to or in connection with Your wrongful or negligent use of any Goods purchased from Blackfast Australia using the Website.

10. Severability If any provision of this Agreement is found to be invalid or unenforceable, that provision shall be enforced to the maximum extent possible and will be deemed deleted to the extent that it is not enforceable, and the remaining provisions of these terms and conditions shall remain in full force and effect.

11. No Waiver The failure by Blackfast Australia to insist upon or enforce strict performance of any part of this Agreement will not be construed as a waiver of any right or remedy of Blackfast Australia in respect of any existing or subsequent breach of this Agreement.

12. Dispute Resolution In the event of a dispute arising out of or in connection with these terms or any contract between You and Blackfast Australia, then You agree to attempt to settle the dispute by engaging in good faith with Blackfast Australia in a process of mediation before commencing any arbitration or litigation.

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13. Force majeure Blackfast Australia is not liable and is hereby released by You from any claim, liability or responsibility pursuant to this Agreement concerning any failure by Blackfast Australia to perform any obligation under this Agreement where such a failure is due to strike, lock-out, riot, industrial action, fire, storm, tempest, act of God, material shortage, government law or regulation or requirement or any other cause beyond the control of Blackfast Australia and no such failure shall entitle You to terminate this Agreement.

14. Entire agreement This Agreement constitutes the entire agreement between You and Blackfast Australia for the purchase of the Goods and/or Services using the Website, and they replace all prior or contemporaneous undertakings or agreements, written or oral, regarding such purchase.

15. Variation Any variation to this Agreement shall be effective only if accepted in writing by Blackfast Australia.

16. Governing Law and Jurisdiction This Agreement shall be governed by and construed in accordance with the laws of the State of Queensland, Australia. The parties submit to the non-exclusive jurisdiction of the courts of the State of Queensland.