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## BENDOOLEY ESTATE WINE CLUB - TERMS AND CONDITIONS

### 1. IMPORTANT

- i. Carefully read these Terms and Conditions (“T&C’s”);
- ii. In these T&C’s, the person agreeing to become a member of the wine club will be referred to as “You, Your”; Bendooley Estate, and any other party associated with Bendooley Estate which is authorised to make the agreement will be referred to as “Us, We, Our”;
- iii. Every wine club member is subject to these T&C’s and You are deemed to have accepted them on signing up to become a Wine Club Member.
- iv. Bendooley Estate reserves the right to update these terms and conditions at any time.

### 2. Important Information

- i. Wine Club Members must be 18 years of age or older.
- ii. Members agree to be contacted by Bendooley Estate regarding Wine Club orders, and any promotional offers we have.
- iii. Wine Club Members agree that on signing up to become a Wine Club Member you will be required to continue your membership for a minimum of 12 (twelve) months or a minimum of 2 (two) wine allocations, with each allocation being a case of wine (12 bottles).
- iv. Wine Club Memberships are processed every 6 (six) months on the anniversary of joining Wine Club.
- v. If a Wine Club Member has not ordered wine varieties online or at the Cellar Door with staff, then you agree to an automatic allocation of wine varieties based on your previous selections made.
- vi. Wine Club Members acknowledge that postage and handling (P&H) will apply to automatic allocations sent to Members. To avoid these costs, we encourage Members to order their wine allocations online during their allocation month.
- vii. Bendooley Estate uses Aramex as their courier.
- viii. Bendooley Estate is unable to provide an exact delivery date and will not be responsible for delays once orders are collected by Aramex from our Cellar Door.
- ix. Members agree upon signing up to become a Wine Club Member, they will be responsible for keeping their contact details updated, including shipping address, credit card details, password, and wine selections. These can be updated directly with the Cellar Door staff by emailing [wineclub@bendooleyestate.com.au](mailto:wineclub@bendooleyestate.com.au) or by calling (02) 4868 8788.
- x. Bendooley Estate will not be responsible for shipping or billings errors resulting from details not being updated.

- xi. Bendooley Estate cannot rectify any errors made due to not using the Wine Club online discount code or for incorrect shipping details entered at checkout.
- xii. Bendooley Estate is a boutique winery, and as such wine vintages are limited in numbers.
- xiii. As a Member, you acknowledge that vintages do run out of supply.
- xiv. If a vintage is no longer available, you agree to be supplied with a wine vintage that is of equal or higher value to the expired vintage.

### 3. Cancellation

- i. Free cancellation of Wine Club Membership is available after the first 12 (twelve) months, or once you have fulfilled the 2 (two) allocation requirement as part of your membership commitment.
- To cancel your Wine Club Membership, Bendooley Estate requires a minimum of 7 (seven) days’ notice before the first day of your allocation month.
  - Cancellation must be provided in written form and sent via email to [wineclub@bendooleyestate.com.au](mailto:wineclub@bendooleyestate.com.au).
  - Members acknowledge that all cancellations must be received in writing.
  - Cancellation will be confirmed in writing by Bendooley Estate.
  - Memberships will not be deemed as cancelled until such time as the written confirmation has been sent to you.
  - If notice of a cancellation is received less than 7 days prior to the first day of your allocation month, then we reserve the right to process the allocation as agreed.

### Consumer Law

- ii. To the full extent permitted by law, all conditions, warranties, guarantees, rights, remedies, liabilities and other terms implied or conferred by statute, custom or the general law that impose any liability or obligation on Us are excluded under these T&C’s;
- iii. Nothing contained in these T&C’s excludes, restricts or modifies the application of any provision, the exercise of any right or remedy, or the imposition of any liability under the Australian Consumer Law, provided that, to the extent that such law permits Us to limit Our liability, then Our liability is limited to:
  - i. for services - supplying them again or payment of the cost of having them supplied again; and
  - ii. for goods - replacing or repairing them or supplying equivalent goods, or payment of the cost of replacing or repairing them or supplying equivalent goods.



3020 Old Hume Highway Berrima NSW 2577  
E: [wineclub@bendooleyestate.com.au](mailto:wineclub@bendooleyestate.com.au)

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## **BENDOOLEY ESTATE WINE CLUB - TERMS AND CONDITIONS**

### **4. General**

- i. These T&C's are governed by and construed according to the laws of the state of New South Wales, Australia;
- ii. If part or all of any clause in these T&C's is illegal, invalid or unenforceable then it must be read down to the extent necessary to ensure that it is not so. If that is not possible, it will be severed from these T&C's and the remaining provisions of these T&C's will continue to have full force and effect.

### **5. Acceptance**

- i. By signing up to become a Wine Club Member you agree to the terms and conditions contained herein.