

## 1. About us

- 1.1** We operate the **Site** located at [www.farmgate-market.com](http://www.farmgate-market.com) (the “**Site**”)  
We are produce traders, trading as **Farmgate Ag**.  
Any payments debited on your bank statement will show as debits to **Farmgate Ag** (also see Section **8 Storage of Collected Information**).  
All pricing of items listed on the **Site** is in Australian Dollars (also see section **6 Price**).

## 2. Service Availability

**2.1** General use - the **Site** is only intended for use by people residing in nominated areas of South Australia (**Service Area**). We do not accept orders from customers outside the nominated **Service Area**. See Appendix A for a full list of suburbs that define the nominated **Service Area** for general use.

**2.2** Special use - please Contact Us through the portal (or email [farmgateishere@gmail.com](mailto:farmgateishere@gmail.com)) on the **Site** to enquire about special order conditions if you believe your delivery address is outside of the **Service Area**.

## 3. Acceptance or rejection of an Order

**3.1** An **Order** is defined in these Terms and Conditions as all of the items or goods which are assigned to a basket on the checkout page of the **Site** and paid for by you upon redirection to a payment page.

**3.2** We reserve the right to accept or reject an **Order** for any reason, including if the requested Product is not available, or if the total order weight is over 20 kilograms (freight cost depends upon weight), or if there is an error in the price or the Product description displayed on the **Site**.

**3.3** If we reject an **Order**, we will endeavour to notify you of that rejection at the time you place an **Order** or within 3 days after you submit an **Order**.

**3.4** If we refuse or reject an **Order** on or prior to delivery a full refund, will be made within 10 Business Days.

## 4. Order cancellation

**4.1** You may cancel an **Order** at any time after first placing an **Order** with us, but at-least 24 hours prior to the scheduled delivery date of the respective **Order** (as defined on the checkout page when placing every **Order**) by sending an email to [farmgateishere@gmail.com](mailto:farmgateishere@gmail.com)

The cancellation request by email must occur at-least twenty four (24) hours prior to the scheduled delivery date of the goods.

## 5. Change of details

**5.1** Changes to address details and/or delivery instructions must be communicated via the

**5.2** We are not liable for any charges you incur as a result of out of date payment information. We reserve the right to seek reimbursement from you for such expense, if incurred.

## **6. Price**

**6.1** From time to time we may need to revise the price of the Products.

**6.2** The current prices of the Products and our delivery charges will be as quoted on the Site, and may be updated from time to time.

**6.3** Product prices and delivery charges include taxes including GST where applicable.

**6.3** Product prices are listed in Australian Dollars (AUD\$).

## **7. Payment**

**7.1** Payment for every **Order** must be by credit or debit card or any other payment method listed on the online checkout page of the Site.

**7.2** Every **Order** will be charged to your nominated payment method.

(a) It is your responsibility to ensure your accepted payment method details are valid and up to date. We accept Visa, MasterCard as of March 2020.

(b) It is your responsibility to ensure that sufficient funds are available at the time of payment processing.

## **8. Storage of Collected Information**

**8.1** Farmgate Ag does not collect or store payment information. All payment information is collected and stored by the applicable third-party in order to be processed as required. We never permanently store complete debit/credit card details.

**8.2** All online debit/credit card transactions performed on this Site are through secured payment gateways.

**8.3** Complete debit/credit card details cannot be viewed by Farmgate Ag or any outside party.

**8.4** Payments will appear on your bank statement as “**Farmgate Ag**”.

## **9. Failed Payment**

**9.1** Payment failures may be due to insufficient funds, incorrect or out-dated payment information, and transaction disputes.

**9.2** If we are unable to debit your payment method your Product may still be dispatched and the sale will be deemed to have occurred.

In such instances of failed payment as defined above:

# Terms and Conditions

Last updated: 14 March 2020 | 3

**9.3** If Farmgate Ag may re-attempt the payment process. We reserve the right to re-attempt payment on the nominated payment method to recover any outstanding amounts.

**9.4** If In the event that payment re-attempts are unsuccessful we reserve the right to recover the debt.

**9.5** If We reserve the right to suspend or terminate future deliveries when payments are outstanding.

## 10. Our refunds policy

**10.1** If you have cancelled an **Order** in accordance with the refund section of these terms we will process any refund due to you within 14 days of the day you gave notice of cancellation. In this case, we will refund the price of the Product and **Order** in full, and any applicable delivery charges.

**10.2** Our Products come with guarantees that cannot be excluded under the Australian Law. If you consider that the Product is defective or fails to comply with the Statutory Guarantees provided pursuant to the Australian Consumer Law, we will examine the received evidence of the defective Productt. We will contact you within 14 days to advise of an outcome. Any complaints or concerns should be filed initially through the “contact us” portal provided through the **Site**.

**10.3** If you seek a refund for any other reason, you can request a refund by email to [farmgateishere@gmail.com](mailto:farmgateishere@gmail.com) and we will consider each request at our reasonable discretion.

**10.4** We will usually refund any money received from you using the same method originally used by you to make payment for your purchase.

**10.5** Refunds will not be provided for if you enter an address incorrectly.

## 11. Replacement of goods

**11.1** Returns or replacement policy does not exist following purchase of goods (due to logistics constraints - see refunds section, above Section 10).

## 12. Delivery

**12.1** We use **APD Parcel Delivery Pty Ltd** as a third party to deliver all **Orders** made on the **Site**.

**12.2** We only deliver to addresses within the **Service Area** (see Appendix A for the list of delivery suburbs that defines the Service Area), therefore only accept orders that are to be delivered within the nominated **Service Area**.

**12.3** We will nominate the delivery schedule of your **Order** (and also **Order** cut-off times) on the checkout page of the **Site** for your consideration prior to making any **Order**. Notwithstanding, all orders are dispatched on the next following weekly delivery day, occurring between Monday and Friday, on condition that the **Order** was placed prior to the **Order** cut-off time for that respective delivery day, as stipulated on the check out page.

**12.4** We may require the person accepting delivery of the ordered produce to provide us with proof of that person's identity (including photographic identification).

**12.5** We accept no liability or responsibility for incorrectly placed Orders. Nor do we accept liability or responsibility for delivery details which are incorrectly supplied, or if you fail to provide those details.

**12.6** If you will not be at home at the expected delivery time, we recommend on the checkout page of the **Site** that you nominate a cool place for delivery of the Products. If you do not provide a specific place for delivery, we will leave the Products at your front door. If you advise us of any specific delivery instructions in an Order, we will endeavour to comply.

**12.7** You will be responsible for an **Order** from the time we deliver the goods or items contained within the **Order**. We accept no liability or responsibility for any **Order** once the **Order** has been delivered to you.

**12.8** The Products will be at your risk from the time of delivery to the Delivery Address as nominated (and in accordance with any delivery instructions). We will deliver your order in the event that you are not home unless prior arrangements have been made by you, through contacting us via the portal on the **Site**.

- **12.9** If a re-delivery at an alternative time is required through no fault of Farmgate Ag (or our logistical partners) an additional fee of \$5 (including GST) may be charged.

## **13. Vouchers**

**13.4** Vouchers may be redeemed through the **Site**.

## **14. Title transfer of goods**

**14.1** The Products will be at your risk from the time of delivery to the Delivery Address or in accordance with your delivery instructions. From the time of delivery beneficiary title to the goods is presumed to be conveyed to the consumer.

**14.2** Ownership of the Products will only pass to you when we receive full payment of all sums due.

## **15. Transfer of rights and obligations**

**15.1** These Terms and Conditions are binding on you and us and on our respective successors and assignees.

**15.2** You may not transfer, assign, charge or otherwise dispose of your rights or liabilities under these Terms and Conditions, or any of your rights or obligations arising under it, without our prior written consent.

**15.3** We may transfer, assign, charge, sub-contract or otherwise dispose of any of our rights or obligations arising under these Terms and Conditions, at any time without your prior consent.

## **16. Intellectual property rights**

**16.1** We are the owner of all intellectual property rights in the **Site** (registered or unregistered), and in the material published on it. These works are protected by copyright laws and all such rights are reserved.

### 17. Use of Personal data

**17.1** Personal data as provided by you may be used by us to make contact with you in relation to delivery of orders.

**17.2** We will never sell your personal data to any third party.

**17.3** The collection, use and disclosure of your personal information is also subject to our Privacy Policy (see link from the home page of the **Site**)

### 18. Terms and Conditions amendment

**18.1** Farmgate Ag reserves the right to amend these terms and conditions of contract from time to time, without prior notice to the Customer.

## **Appendix A – Service Area**

The bounds of the Service Area is defined to include the following suburbs:

ABERFOYLE PARK  
ADELAIDE  
ADELAIDE AIRPORT  
ALBERT PARK  
ALBERTON  
ALLENBY GARDENS  
ANDREWS FARM  
ANGLE PARK  
ASCOT PARK  
ASHFORD  
ATHELSTONE  
ATHOL PARK  
AULDANA  
BANKSIA PARK  
BEAUMONT  
BEDFORD PARK  
BELAIR  
BELLEVUE HEIGHTS  
BEULAH PARK  
BEVERLEY  
BIRKENHEAD  
BLACKFOREST  
BLACKWOOD  
BLAIR ATHOL  
BLAKEVIEW  
BOLIVAR  
BOWDEN  
BRAHMA LODGE  
BRIGHTON  
BRIGHTON NORTH  
BRIGHTON SOUTH  
BROADVIEW  
BROMPTON  
BROOKLYN PARK  
BURNSIDE  
BURTON  
CAMDEN PARK  
CAMPBELLTOWN  
CAVAN  
CHELTENHAM  
CHRISTIES BEACH  
CHRISTIE DOWNS  
CLAPHAM  
CLARENCE GARDENS  
CLARENCE PARK  
CLEARVIEW  
CLOVELLY PARK  
COL LIGHT GARDENS  
COLLEGE PARK  
COLLINSWOOD  
COROMANDEL VALLEY  
COWANDILLA  
CRAIGBURN FARM  
CRAIGMORE  
CROYDON  
CROYDON PARK

## Terms and Conditions

Last updated: 14 March 2020 | 7

CUMBERLAND PARK  
DARLINGTON  
DAVOREN PARK  
DAW PARK  
DERNANCOURT  
DEVON PARK  
DOVER GARDENS  
DRY CREEK  
DUDLEY PARK  
DULWICH  
EASTWOOD  
EDEN HILLS  
EDINBURGH  
EDWARDSTOWN  
ELIZABETH  
ELIZABETH DOWNS  
ELIZABETH EAST  
ELIZABETH GROVE  
ELIZABETH NORTH  
ELIZABETH PARK  
ELIZABETH SOUTH  
ELIZABETH VALE  
ELIZABETH  
WEST ENFIELD  
ERINDALE  
ETHELTON  
EVANDALE  
EVERARD PARK  
EXETER  
FAIRVIEW PARK  
FELIXSTOW  
FERRYDEN PARK  
FINDON  
FIRLE  
FITZROY  
FLAGSTAFF HILL  
FLINDERS PARK  
FORESTVILLE  
FREWVILLE  
FULHAM  
FULHAM GARDENS  
FULLARTON  
GEPPS CROSS  
GILBERTON  
GILLES PLAINS  
GILLMAN  
GLANDORE  
GLANVILLE  
GLEN OSMOND  
GLENALTA  
GLENELG  
GLENELG EAST  
GLENELG NORTH  
GLENELG SOUTH  
GLENGOWRIE  
GLENSIDE  
GLENUNGA  
GLOBE DERBY PARK

GLYNDE  
GOLDEN GROVE  
GOODWOOD  
GRANGE  
GREENACRES  
GREEN FIELDS  
GREENWITH  
HACKHAM  
HACKHAM WEST  
HACKNEY  
HALLETT COVE  
HAMPSTEAD GDNS  
HAPPY VALLEY  
HAWTHORN  
HAWTHORNDENE  
HAZELWOOD PARK  
HEATHPOOL  
HECTORVILLE  
HENDON  
HENLEY BEACH  
HENLEY BEACH STH  
HIGHBURY  
HIGHGATE  
HILLBANK  
HILLCREST  
HILTON  
HINDMARSH  
HINDMARSH WEST  
HOLDEN HILL  
HOPE VALLEY  
HOVE  
HUNTFIELD HEIGHTS  
HYDE PARK  
INGLE FARM  
JOSLIN  
KENSINGTON PARK  
KENSINGTON  
KENSINGTON GDNS  
KENT TOWN  
KESWICK  
KESWICK TERMINAL  
KIDMAN PARK  
KILBURN  
KILKENNY  
KINGS PARK  
KINGSTON PARK  
KINGSWOOD  
KLEMZIG  
KURRALTA PARK  
LARGS BAY  
LARGS NORTH  
LEABROOK  
LINDEN PARK  
LOCKLEYS  
LONSDALE  
LYNTON  
MAGILL  
MALVERN  
MANNINGHAM  
MANSFIELD PARK



## Terms and Conditions

Last updated: 14 March 2020 | 9

MARDEN  
MARINO  
MARION  
MARLESTON  
MARRYATVILLE  
MAWSON LAKES  
MAYLANDS  
MEDINDIE  
MEDINDIE GDNS  
MELROSE PARK  
MILE END  
MILE END SOUTH  
MILLSWOOD  
MITCHAM  
MITCHAM LOWER  
MITCHELL PARK  
MODBURY  
MODBURY HEIGHTS  
MODBURY NORTH  
MORPHETT VALE  
MORPHETTVILLE  
MUNNO PARA  
MUNNO PARA DOWNS  
MUNNO PARA WEST  
MYRTLE BANK  
NAILSWORTH  
NETHERBY  
NETLEY  
NEWTON  
NOARLUNGA CENTRE  
NOARLUNGA DOWNS  
NORTH ADELAIDE  
NORTH HAVEN  
NORTHFIELD  
NORWOOD  
NOVAR GARDENS  
O'HALLORAN HILL  
O'SULLIVAN BEACH  
OAKDEN  
OAKLANDS PARK  
OLD NOARLUNGA  
OLD REYNELLA  
OSBORNE  
OTTOWAY  
OUTER HARBOUR  
OVINGHAM  
PANORAMA  
PARA HILLS  
PARA HILLS WEST  
PARA VISTA  
PARADISE  
PARAFIELD  
PARAFIELD GDNS  
PARALOWIE  
PARK HOLME  
PARKSIDE  
PASADENA  
PAYNEHAM

PAYNEHAM SOUTH  
PENNINGTON  
PETERHEAD  
PLYMPTON  
PLYMPTON NORTH  
PLYMPTON PARK  
PLYMPTON SOUTH  
POORAKA  
PORT ADELAIDE  
PORT NOARLUNGA  
PORT STANVAC  
PROSPECT  
QUEENSTOWN  
REDWOOD PARK  
REGENCY PARK  
RENOWN PARK  
REYNELLA  
REYNELLA EAST  
RICHMOND  
RICHMOND WEST  
RIDGEHAVEN  
RIDLEYTON  
ROSE PARK  
ROSEWATER  
ROSSLYN PARK  
ROSTREVOR  
ROYAL PARK  
ROYSTON PARK  
SALISBURY  
SALISBURY DOWNS  
SALISBURY EAST  
SALISBURY HTS  
SALISBURY NORTH  
SALISBURY PARK  
SALISBURY PLAIN  
SALISBURY SOUTH  
SEACLIFF  
SEACLIFF PARK  
SEACOMBE GDNS  
SEACOMBE HTS  
SEATON  
SEAVIEW DOWNS  
SEFTON PARK  
SEMAPHORE  
SEMAPHORE PARK  
SEMAPHORE SOUTH  
SHEIDOW PARK  
SMITHFIELD  
SMITHFIELD PLAINS  
SOMERTON PARK  
SPRINGFIELD  
ST AGNES  
ST GEORGES  
ST MARYS  
ST MORRIS  
ST PETERS  
STEPNEY  
STONYFELL  
STURT  
SURREY DOWNS

## Terms and Conditions

Last updated: 14 March 2020 | 11

TAPEROO  
TEA TREE GULLY  
TENNYSON  
THE LEVELS  
THEBARTON  
THORNGATE  
TONSLEY PARK  
TOORAK GARDENS  
TORRENS PARK  
TORRENSVILLE  
TRANMERE  
TRINITY GARDENS  
TROTT PARK  
TUSMORE  
UNDERDALE  
UNLEY  
UNLEY PARK  
URRBRAE  
VALE PARK  
VALLEY VIEW  
VISTA  
WALKERVILLE  
WALKLEY HEIGHTS  
WARRADALE  
WATERFALL GULLY  
WATERLOO CORNER  
WATTLE PARK  
WAYVILLE  
WELLAND  
WEST BEACH  
WEST LAKES  
WEST LAKES SHORE  
WESTBOURNE PARK  
WINDSOR GARDENS  
WINGFIELD  
WOODCROFT  
WOODFORDE  
WOODVILLE  
WOODVILLE GARDENS  
WOODVILLE NORTH  
WOODVILLE PARK  
WOODVILLE SOUTH  
WOODVILLE WEST  
WYNN VALE  
YATALA VALE