

1. About us

- 1.1** We operate the **Site** located at 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) 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

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 can be updated via your user profile.

5.2 We are not liable for any charges you incur as a result of out of date payment information.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: 22March 2020 | 3

9.3 We (Farmgate Ag) may re-attempt the payment process on the condition that a payment attempt failed. 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 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**. Delivery of Orders occurs on Tuesdays and Fridays.

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. Promotional Codes

13.4 Promotional Codes, namely on the site “Promo Code” may be redeemed (for free delivery of **Order**) through the **Site** within the period that they are stipulated to be of valid date.

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: 22March 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: 22March 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: 22March 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