

Terms & Conditions

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.

2. Service Availability

- 2.1** The Site is only intended for use by people residing in nominated areas of South Australia (Service Areas). We do not accept orders from customers outside the nominated Service Areas.

3. Acceptance or rejection of an Order

- 3.1** We reserve the right to accept or reject an Order for any reason, including if the requested Product is not available or if there is an error in the price or the Product description displayed on the Site.
- 3.2** 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.
- 3.3** If we refuse 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 by sending an email to farmgateishere@gmail.com

The cancellation must occur 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- 5.2** We are not liable for any charges you incur as a result of out of date payment information.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.

7. Payment

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

7.2 Orders 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 February 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:

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 in full, and any applicable delivery charges. However, you will be responsible for the cost of returning the Product to us.

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 Product. 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)

12. Delivery

12.1 We only deliver to addresses within the Service Areas, therefore only accept orders that are to be delivered within the nominated Service Area.

12.2 We will nominate the delivery schedule of your order upon the checkout page of the Site.

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

12.4 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.

12.5 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.

12.5 You will be responsible for an Order from the time we deliver the goods. We accept no liability or responsibility for any Product once the Product has been delivered to you.

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

12.9 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.

- **12.10** If a re-delivery at an alternative time is required through no fault of Farmgate Ag (or our logistical partners) an additional fee of \$10 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

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.