# **TERMS & CONDITIONS**

#### 1. Introduction

Welcome to The Corner Butcher. By using our services and website, you agree to these Terms and Conditions. Please read them carefully. If you do not agree with these terms, you should not use our services or website.

#### 2. Definitions

- "We," "our," or "us" refers to The Corner Butcher.
- "You" or "your" refers to the individual or entity accessing our services or website.
- "Services" refers to the products and services provided by The Corner Butcher.

#### 3. Use of Our Website

You must use our website in compliance with all applicable laws and regulations. You agree not to:

- Use the website for any unlawful purpose.
- Transmit any harmful or illegal content.
- Interfere with or disrupt the website or servers.

You must only use or access the website to the extent you are legally able to do so in your State, Territory and/or country and you must be over 18 years of age.

We reserve the right to prohibit anyone from using the website for any reason.

Your use of the website indicates your acceptance of these Terms and Conditions, as does your purchase of any of our Products via the website.

## 4. Product Information and Availability

- Product Descriptions and/or Images: We strive to provide accurate descriptions and/or images of our
  products. We will make every effort to display this information as accurately as possible, however, we
  do not guarantee that all descriptions and/or images are error-free. All descriptions and/or images are
  subject to change at any time at our sole discretion.
- **Availability:** All products and/or services are subject to availability. We reserve the right to limit the quantity of products purchased or services rendered, and to modify or discontinue all or part of our products and/or services, without notice, at any time.

We are not liable to you or any third party for any modifications, suspensions or discontinuances mentioned in this clause.

#### 5. Orders and Payments

- Order Acceptance: Your order constitutes an offer to purchase. We may accept or reject your offer at our discretion.
- **Payment:** Payment must be made at the time of purchase. We accept various forms of payment as indicated on our website or in-store.

- **Order Cancellation:** Cancellations for in-store orders must be requested before the order is processed or fulfilled. For further details, please refer to our Return & Refund Policy available on our website.
- **Pricing:** All prices are in Australian Dollars (AUD) and include GST where applicable and are subject to change without notice at our sole discretion.

We are not liable to you or any third party for any prices changes mentioned in this clause.

## 6. Delivery and Shipping (Wholesale Customer Supply)

- **Delivery:** We aim to deliver products within the timeframe specified. However, delivery times may vary and are not guaranteed.
- **Shipping Costs:** Shipping costs are calculated based on the delivery location and will be displayed during the checkout process.
- Risk: Risk of loss or damage to products passes to you upon delivery.

#### 7. Returns and Refunds

- **Returns:** We accept returns in accordance with our Return & Refund Policy, which is available on our website.
- **Refunds:** Refunds are processed in accordance with our Return & Refund Policy, which is available on our website. Any refunds will be issued to the original method of payment.

# 8. Intellectual Property

All content on our website, including text, graphics, logos, and images, is owned by or licensed to The Corner Butcher and is protected by intellectual property laws. You may not use, reproduce, or distribute any content without our prior written consent.

#### 9. Links

This website may provide links to other websites. This is done for your convenience only. We take no responsibility for the accuracy or currency of the information on those sites. We do not endorse any information, goods or services referred to within those sites, and our provision of these links should not be taken as an endorsement.

# 10. Limitation of Liability

These Terms and Conditions do not limit or exclude any non-excludable rights you might have under any applicable law, including under Australian consumer law

If you choose to use the website, you do so at your own sole risk.

We make no representation that anything offered through the website is available for use in other locations, or that it complies with laws and regulations of other locations.

We make no warranty that the website will meet your requirements or be available on an uninterrupted, secure or error-free basis.

We make no warranty regarding accuracy, timeliness, truthfulness, completeness or reliability of any content obtained through the website, or that this website is free of viruses or other harmful components.

To the maximum extent permitted by law, The Corner Butcher, its related entities, its affiliates, and their respective officers, directors, employees, and agents is not liable for any indirect, incidental, or consequential damages arising from your use of our services or website. Our liability is limited to the extent required by law.

## 11. Indemnity

To the maximum extent permitted by law, you agree to indemnify and hold harmless, The Corner Butcher, its related entities, its affiliates, and their respective officers, directors, employees, and agents from any claims, liabilities, damages, losses, and expenses arising out of your use of our services or website.

# 12. Privacy

Your use of our services and website is governed by our Privacy Policy, which can be found on our website. By agreeing to and accepting these Terms and Conditions, you also agree to and accept the terms of our Privacy Policy.

#### 13. General Information

If any part of these Terms is held to be illegal, invalid or unenforceable by a Court of law, the legality, validity and enforceability of the remaining parts will not be affected.

Any failure or delay by us to enforce any provision of these Terms will not be interpreted as a waiver of our rights or remedies.

These Terms are effective until terminated by us, which we may do at any time and without prior notice to you.

Any rights or obligations that have accrued up to and including the date of termination will survive.

# 14. Changes to Terms

We reserve the right to modify these Terms and Conditions at any time. Changes will be effective immediately upon posting on our website. It is your responsibility to check the website periodically for changes, and your continued use of our services or website after any changes constitutes your acceptance of the revised terms.

## 15. Governing Law

These Terms and Conditions are governed by the laws of Western Australia and the Commonwealth of Australia. Any disputes arising under or in connection with these terms will be subject to the exclusive jurisdiction of the courts in Western Australia.

#### 16. Contact Us

If you have any questions or concerns about these Terms and Conditions, please contact us at:

### The Corner Butcher

Shop 8, 497 Walter Road, Morley WA 6062 E admin@thecornerbutcher.com.au P (08) 9279 2711