



VERSION 1 JUN 2018

## Shipping and Returns

### Delivery Area

Cannibal Creek Vineyard delivers to all States of Australia and some international locations. We ship for free to most areas. Please contact us on any questions of locations, delivery times and shipping charges. [wine@cannibalcreek.com.au](mailto:wine@cannibalcreek.com.au).

### Delivery Area

It is the responsibility of the purchaser, including Cannibal Creek Wine Club Members, to ensure that delivery details are accurate. Any change of details which may impact your delivery must be notified to us before the delivery leaves us. Please contact us on [wine@cannibalcreek.com.au](mailto:wine@cannibalcreek.com.au).

### Shipping Costs

We ship for free although we reserve the right to charge where shipping costs are unusually high. We will contact you before processing your order if this is the case.

Cannibal Creek Wine Club members receive free shipping on regular wine club deliveries, and all wine purchases (6 bottles or more).

### Shipping Times

Shipping times are estimated at between 2 and 10 business days depending on your location.

While we will use all reasonable endeavors to deliver by any requested or agreed date, we do not guarantee delivery on that date and we are not liable for any loss resulting from late delivery.

For purchases requiring delivery outside of Australia, please contact the cellar door on [wine@cannibalcreek.com.au](mailto:wine@cannibalcreek.com.au)

### Receipt of Goods: Proof of Age, Sobriety

You must be 18 years of age or older to order or receive alcoholic beverages from Cannibal Creek Vineyard.

Delivery can be accepted and signed by anyone at the delivery address who are presumed to be authorised to receive the goods on your behalf and meet the above criteria.

Identification may be requested to verify age on delivery. We may refuse to deliver the goods if the person receiving the goods is unable or unwilling to provide evidence of proof of age.



### **Vintages**

Vintages are subject to change but we will advise customer by email or telephone if this is the case before dispatch of goods. The customer has the option to confirm, cancel or modify their order at this time.

### **Returns**

We will replace or refund you for any bottle of wine that is damaged, flawed or that the customer finds unsatisfactory. We ask the customer return the unfinished portion of the original bottle for replacement.

There are some restrictions on accepting wine that has been damaged due to adverse weather conditions during shipment, or wine that is ordered in error. Please contact us at [wine@cannibalcreek.com.au](mailto:wine@cannibalcreek.com.au) to discuss.

### **Price**

Our prices are subject to variation - the price payable for the goods is the price applicable on the date when we confirm your order.

The quoted price does not include the delivery and handling fee (if applicable) in respect of each order. The total amount payable is the price for each of the goods, together with the applicable delivery and handling fee.

### **Limitation of Liability**

Nothing in this Policy is to be interpreted as having the effect of excluding, restricting or modifying any condition or warranty, or right or liability implied by any applicable legislation into the arrangement between us and you, if such exclusion, restriction or modification would be void or prohibited by the legislation.

To the extent that we breach any condition or warranty implied into the arrangement between us and you and which cannot be excluded or modified, Cannibal Creek Vineyard's liability is limited to, at our discretion, either: (i) replacement of the goods or supply of equivalent goods; (ii) payment of the cost of replacing the goods or acquiring equivalent goods; and in the case of services, to: (i) supply of the services again; or (ii) payment of the cost of having the services supplied again.

Subject to the above, we are not liable to you (or to any third party claiming through you) for, and you release us from, any loss, liability, damage, expense or cost whatsoever and includes (without limitation) indirect or consequential loss or damage, loss of profits or business opportunity, and damage to equipment or property ("Loss") caused by any act or omission of Cannibal Creek Vineyard, its employees or agents, and whether based on negligence or other tort, contract or otherwise.



### **Amendments**

These terms may be changed at any time at our discretion. Your use of our shipping and delivery service after notice will constitute your deemed acceptance of such changes.

For more information, please also read our policies on Terms and Conditions, and Privacy. Or contact us if you have further questions.