

Mulch Direct - Terms and Conditions

IMPORTANT PLEASE READ

By placing an order for purchase of mulch products & gift cards via this website ("Order") you are agreeing to the terms conditions for online purchase of mulch products and use of gift cards set out below. In particular the following conditions apply:

Payment – By clicking on Make Purchase, you agree to purchase the mulch products & gift cards ordered, and if paying by credit card, you authorise Mulch Direct to debit the total amount of your Order from your credit card.

Expiry – Your gift card will expire 12 months from the date of purchase. Unused value at the date of Expiry will not be refunded and will become the property of Mulch Direct.

TERMS AND CONDITIONS FOR ONLINE PURCHASE OF MULCH DIRECT MULCH PRODUCTS & GIFT CARDS

1. By placing an order for purchase of mulch products & gift cards via this website ("Order") you are agreeing to the terms conditions set out below.

ORDERING AND ACCEPTANCE PROCEDURE

2. The products offered on this website are subject to availability and may be pulled down from the website at any time. Mulch Direct reserve the right to refuse acceptance of an order request in part or full. Every effort will be made by Mulch Direct to ensure your chosen items are supplied.

3. You may place an Order by following the instructions on the Website. Your Order will be submitted by completing payment details and indicating your acceptance by activating the "Make Purchase" button. Orders will be deemed to have been received by Mulch Direct at the time Mulch Direct sends an Order confirmation to your nominated email address. Dispatch procedures will commence once you have completed the order form and your payment details have been confirmed.

4. Each Order (once accepted) represents a separate Agreement incorporating the terms of that Order.

5. Mulch Direct reserves the right to not accept Orders that request commercial quantities of mulch products and gift cards. If Mulch Direct is unable to supply your total Order under this Agreement they will endeavour to contact you to discuss whether you wish to proceed with the Order.

6. Mulch Direct reserves the right to cancel any Order without notice for any reason.

7. Customers who wish to cancel an Order must notify Mulch Direct at 1300 168 524 by 9am on the next business day following the date of Order, quoting the Order reference number. Mulch Direct will endeavour to process cancellation requests that are received by the time stated.

8. You acknowledge that the Internet can be an unstable and, sometimes, insecure marketplace. At times the Website may not be available, or Orders may not be processed or may not be accepted for reasons beyond our control. In these circumstances Mulch Direct accepts no responsibility. Mulch Direct does not warrant and cannot ensure the security of any information which you transmit to us. Accordingly, any information which you transmit to us, including your credit card details, is transmitted at your own risk and Mulch Direct is not responsible while such information is in transit. The Australian Government has published additional information about protecting yourself in online transactions. This is available at <http://www.staysmartonline.gov.au/> (this website is not provided by Mulch Direct).

PRICE

9. The prices quoted in this website are in Australian dollars (AUD) and are fully inclusive of GST.

PAYMENT

10. Payment for online orders is to be made by Visa, MasterCard, or Direct Deposit only. You may provide your nominated credit card details during the purchase process described on the Website. Your credit card details are encrypted before transmission via the secure payment gateway eWay (ABN 32 086 209 403).

11. Once you click on " Make Purchase", Mulch Direct will process payment for your Order, plus any delivery charges and Service Fees as itemised on the final screen where you indicate your acceptance of this contract (Total Amount), using your nominated credit card (Visa or MasterCard) through the secure payment gateway provided by eWay.

12. You authorise Mulch Direct to debit the Total Amount from your nominated charge card or credit card.

13. If your nominated charge card or credit card is declined by your financial institution, Mulch Direct will not be able to guarantee the delivery of the Order, and may contact you to make alternative payment and delivery arrangements.

14. Mulch Direct may decide at any time not to accept payment from you by charge card or credit card for any reason. If we decline to accept payment, we will not process the Order and may not contact you to inform you that your Order will not be processed.

FRAUD

15. Parties involved in illegal activities when using mulchdirect.com.au will be subject to criminal and civil prosecution. It is illegal to place orders under false names, with stolen credit cards or without permission of the cardholder. Persons found guilty of these acts WILL be prosecuted.

DELIVERY, RISK & TITLE TO GOODS

16. Australia Post and other contractors are sub-contracted to Mulch Direct for carrying out delivery of Gift Cards and mulch products ordered online. A shipping fee (postage & handling) will apply to Gift Cards. A shipping fee (delivery charge) may or may not apply to products ordered, depending on the delivery area. Any issues regarding delivery of Gift Cards or mulch products ordered via www.mulchdirect.com.au should be referred to Mulch Direct directly.

17. Our aim is to deliver within 5 working days, depending on your delivery area and truck availability. Mulch Direct will not be liable to you or anyone else for any losses suffered or incurred due to delay in delivery of mulch products and gift cards. Mulch Direct will use reasonable commercial endeavours to distribute the product/s within specified time periods requested by customers. If Mulch Direct is unable to deliver the product/s (by reason of inventory shortage, transportation difficulties or otherwise), it will use reasonable commercial endeavours to do so within a reasonable period after the specified time period.

18. Mulch Direct will endeavour to meet any customer requests as stipulated by customers in the Special Delivery Instructions box when ordering. However Mulch Direct will not take any responsibility and will not be liable for any delivery instruction which is not adhered to for whatever reason.

19. Mulch Direct will not take any responsibility and will not be liable for lost or stolen product/s after they are delivered.

20. Mulch Direct will not be liable for failed deliveries as a result of the supply of incorrect or inaccurate address details. Should Mulch Direct be required to re-distribute a product, a re-distribution fee will be payable to Mulch Direct prior to the re-distribution of the product/s.

CUSTOMER SATISFACTION

21. Customer satisfaction is a major priority to us at Mulch Direct. In the unlikely event you are not entirely satisfied with your order please contact us at info@mulchdirect.com.au

PRODUCT RETURN & REFUND

22. Any mulch products purchased that do not meet your satisfaction will either be exchanged with another product of equivalent value; replaced with the same product; or the purchase price of the product will be refunded.

23. Delivery costs associated with the return of the goods to Mulch Direct will be borne by the purchaser.

24. If there is a problem with the product contact Mulch Direct immediately on 1300 168 524 and a Mulch Direct representative will help you decide which of the return options best suits you.

25. There are circumstances where Mulch Direct cannot accept returned goods, namely: (a) If you have changed your mind and decided you don't want the product; (b) If the product has been used or the package has been opened; (c) Mulch direct cannot be held responsible for incorrect entry or unclear delivery address information and the customer will be liable for subsequent re-delivery costs.

COPYRIGHTS, TRADEMARKS AND RESTRICTIONS

26. ALL CONTENT included on this website, such as graphics, articles, fact sheets, text, logos, button, icons, images and software are the property of Mulch Direct Pty Ltd. We reserve the right to make changes to our site and these disclaimers, terms and conditions at any time. Your continued use of this website after amendment constitutes an agreement to abide by and be bound by those Terms and Conditions.

27. The content and software on this site may be used as a shopping and reference resource only. We are unable to confirm that the information set out on this website is accurate or complete or that use of the site is free of risk or virus or other damage. All information and horticultural advice is offered as a useful help guide. Any other use, including the reproduction, distribution, transmission, modification, republication, display or performance, of the content on this site is strictly prohibited unless authorised in writing.

28. These terms and conditions shall be governed by Australian law and the parties hereby agree to submit themselves to the exclusive jurisdiction of the Australian Courts.

TERMS AND CONDITIONS FOR USE OF MULCH DIRECT GIFT CARDS

29. Gift cards become subject to the Gift Card Use Terms and Conditions upon activation, these terms and conditions are set out in full below, and are available at www.mulchdirect.com.au only.

30. These terms and conditions apply to use of the Mulch Direct gift card (gift card) which has been issued Mulch Direct Pty Limited, ACN 145 821 094 of 354 Broadwater Road, Dungarubba, Via Lismore NSW 2480.

31. Purchase or use of the gift card constitutes your acceptance of these terms and conditions. If you let another person use or take possession of your gift card, you must inform that person that they will be bound by these terms and conditions. These terms and conditions are governed by New South Wales State law.

32. **Check the expiry date on your gift card as soon as you receive it.** This will be at least 12 months from the date of purchase. After the Gift Card has expired, it is no longer valid. All transactions will be declined. You can check the balance and expiry date of your gift card by calling Mulch Direct on 1300168 524. You should use all of the value of the gift card before the expiry date.

33. The gift card **cannot be redeemed for cash**. For example it cannot be used to withdraw cash from an ATM or EFTPOS terminal. Any unused value on Gift Cards cannot be refunded.

34. Your Gift Card may only be used to make purchases up to the Remaining Card Value. If you wish to make a purchase for an amount that exceeds the Remaining Card Value, you must pay the excess using another payment method.

35. Gift Cards cannot be cancelled or exchanged for another Gift Card.

36. **PURCHASING GOODS USING YOUR GIFT CARD:** Order your goods on the Mulch Direct website and at the Checkout Page enter your Gift Card number, which is located on the back of the card, into the Gift Card No. box. Please note that the minimum order is \$50. Any purchase for an amount that exceeds the Remaining Card Value must be paid for using another payment method. No change will be given: any remaining balance on the card can only be used in whole or part against future purchases.

37. The bearer of the gift card may use the gift card to make purchases of goods only through the Mulch Direct website, at www.mulchdirect.com.au, or by calling Mulch Direct on 1300 168 524. The gift card may not be used for any other purpose.

38. Mulch Direct is obliged to make payment in relation to the gift card only when it is used to make a purchase and there is sufficient unused value to make that purchase.

39. Gift cards are not legal tender, account cards, credit or debit cards or securities. They are not reloadable.

40. You should hold your gift card securely, as any person holding the gift card may be able to use its value to make purchases. Mulch Direct will not be liable for any unauthorised use of your gift card.

41. Lost or stolen gift cards cannot be replaced or refunded.

42. Gift cards will be void and will not be redeemable if they are defaced, mutilated, altered or tampered with in any way. Mulch Direct may subject gift cards to verification and security checks in its absolute discretion.

43. Mulch Direct is not liable for the availability, quality or fitness for purpose of any goods purchased with the gift card. If you have a dispute about the goods, you must resolve the dispute with Mulch Direct.

44. You have certain rights under trade practices law which cannot be excluded. Except for those rights, any conditions or warranties implied by Commonwealth, State, Territory or other laws are excluded from these conditions of use. To the extent permitted by law, Mulch Direct's liability is limited to replacing faulty gift cards.

45. If you are not satisfied with the gift card services provided by Mulch Direct, you should tell us about your complaint by calling 1300 168 524, or by providing details online at <http://www.mulchdirect.com.au>. If your complaint is not resolved at the first point of contact, it will be referred to Mulch Direct's internal dispute resolution process. We try to respond to your dispute within 14 business days.

46. You **can** check the balance and expiry date of your gift card by calling Mulch Direct on 1300 168 524.

47. The bearer of a gift card may not consolidate the balances of several gift cards onto a new gift card.

48. Mulch Direct reserves the right to cancel any gift card, or the gift card scheme, for any reason at any time without notice. In these circumstances Mulch Direct may either provide a refund or a replacement gift card of equivalent value unless it reasonably suspects fraud in relation to a gift card.

49. The gift card remains the property of Mulch Direct.

Changes in the Conditions

50. Mulch Direct may vary these Terms and Conditions from time to time (including to introduce new fees). A copy of the latest version of these Terms and Conditions is available from <http://www.mulchdirect.com.au>

FOR INQUIRIES ABOUT YOUR GIFT CARD AND/OR MULCH PRODUCTS, EMAIL
info@mulchdirect.com.au OR CALL 1300 168 524

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