



NAREL SMALLGOODS TERMS AND CONDITIONS

Welcome to Narel Smallgoods!

In these terms, we also refer to Narel Wholesale Meats Pty Ltd trading as 'Narel Smallgoods' ACN 144 720 990 as “**we**”, “**us**”, or “**our**”.

And you are you!

What are these terms about?

These terms apply when you use this website, being <https://www.narelsmallgoods.com.au> and any other websites we operate with the same domain name and a different extension (“**Website**”).

These terms also apply when you purchase products through this Website (“**Products**”).

If you're looking for our Privacy Policy, which we will comply with and you also agree to be bound by, you can find it here [\[Insert Link\]](#).

How do I read these terms?

We separated these terms into three parts, so they are easy to read and understand.

Those parts are:

- Part A: Terms for when you buy Products (applies when you buy)
- Part B: Terms for when you browse and interact with this Website (applies when you browse)
- Part C: Liability and warranties, and interpretation provisions (applies to both buying and browsing)

Please let us know if you have any questions about these terms, and don't continue using this Website or purchase any Products unless you have read and agree to these terms.

I've returned to your Website, do I need to read these terms again?

Once you place an Order, the terms accepted at the point of sale will apply to your purchase of those Products. However, please note that we may change any part of these terms at any time by updating this page of the Website, so you may find that different terms apply next time you use this Website or purchase Products. You can check the date at the top of this page to see when we last updated these terms.

Part A For When You Buy Products...

1 SUBMITTING AN ORDER

- (a) By submitting an order for purchase of a Product using the Website's functionality (**Order**) you represent and warrant that:
 - (i) you have the legal capacity and are of sufficient age to enter into a binding contract with us; and
 - (ii) you are authorised to use the debit or credit card you provide with your Order.
- (b) Submitting an Order constitutes your intention and offer to enter into Part A of these terms (including Part C which you agreed to by using this Website) where we will provide you with the Products you have ordered in exchange for your payment of the total amount listed upon checkout.
- (c) Part A of these terms is not agreed between you and us until we have approved your payment and you receive an email from us confirming that your order is being processed.

2 ACCOUNTS

- (a) To submit an Order and/or to purchase a Product, you are required to sign-up, register and receive an account through the Website (an **Account**).
- (b) As part of the Account registration process and as part of your continued use of the Website, you may be required to provide personal information and details, such as your email address, first and last name, preferred username, a secure password, billing, postal and physical addresses, mobile phone number, bank account information, and other information as determined by us from time to time.
- (c) You agree that you are solely responsible for:
 - (i) maintaining the confidentiality and security of your Account information and your password; and
 - (ii) any activities and those of any third parties that occur through your Account, whether those activities have been authorised by you or not.
- (d) You warrant that any information you give to us in the course of completing the Account registration process will always be accurate, honest, correct and up-to-date.
- (e) Once you complete the Account registration process, we may, in our absolute discretion, choose to accept you as a registered user within the Website and provide you with an Account.
- (f) We may, in our absolute discretion, suspend or cancel your Account for any reason, including for any failure to comply with these terms.

3 PRODUCTS

- (a) We will endeavour to ensure that the Products provided will be substantially the same as the Products displayed on our Website, or as otherwise agreed with you in writing prior to you placing your Order. Please note that due to screen display, colour and brightness, and image quality, Products may not exactly match the image on our Website.
- (b) Until the price of your Products is paid in full, title in those Products is retained by Narel Smallgoods. Risk in the Products will pass to you on delivery in accordance with clause 7. Delivery must not be refused by you.

4 SPECIAL ORDERS

- (a) You acknowledge and agree that the price on certain Orders, including Orders for fresh produce (**Special Orders**), depends on the total finished weight of Products in the Special Order, and we may not be able to calculate the final price payable on Special Orders (**Final Price**) until they have been processed, prepared and are ready for delivery.

- (b) For Special Orders, we will provide you with an estimated price at the time that you place your Special Order (**Estimated Price**) and confirm the Final Price when your Order is ready for delivery.
- (c) When you place your Special Order, you acknowledge and agree that you will provide your personal information and credit card details. All payments will remain “pending” during this stage unless and until the Final Price is determined in your Special Order.
- (d) Once your Special Order is processed, prepared and ready for delivery, we will confirm the Final Price of your Special Order and automatically charge you that Final Price through your original method of payment
- (e) If the difference between the Final Price and the Estimated Price is greater than 20%, we may contact you to confirm that you wish to proceed with your Special Order, which you must confirm within 24 hours of us contacting you. If we do not hear from you within that timeframe, you will be deemed to have accepted the Special Order and we automatically charge you in accordance with clause 4(d).

5 CUSTOMER OBLIGATIONS

You must ensure that the Products are:

- (a) cooked well before consumption, if cooking is required; and
- (b) stored in a refrigerator when not in use;
- (c) used in accordance with any instructions, information, documentation or material provided by Narel Smallgoods.

6 PAYMENT

- (a) All prices are:
 - (i) per unit, except for Special Orders which are based on the total finished weight of the Product;
 - (ii) in Australian Dollars; and
 - (iii) subject to change prior to you completing an Order without notice.
- (b) (**Payment obligations**) Unless otherwise agreed in writing, you must pay for all Products at the time of placing an Order.
- (c) (**GST**) Unless otherwise indicated, amounts stated on the Website do not include GST. In relation to any GST payable for a taxable supply by Narel Smallgoods, you must pay the GST subject to Narel Smallgoods providing a tax invoice.
- (d) (**Card surcharges**) Narel Smallgoods reserves the right to charge credit card surcharges in the event that payments are made using a credit, debit or charge card (including Visa, MasterCard or American Express).
- (e) (**Online payment partner**) We may use third-party payment providers, including Epay (**Payment Providers**) to collect payments for Products. The processing of payments by the Payment Provider will be, in addition to these terms, subject to the terms, conditions and privacy policies of the Payment Provider and we are not liable for the security or performance of the Payment Provider. We reserve the right to correct, or to instruct our Payment Provider to correct, any errors or mistakes in collecting your payment. .
- (f) (**Pricing errors**) In the event that we discover an error or inaccuracy in the price at which your order was purchased (including shipping prices), we will attempt to contact you and inform you of this as soon as possible. You will then have the option of purchasing your order at the correct price, or cancelling your order. If you choose to cancel your order and payment has already been debited, the full amount will be credited back to your original method of payment.

7 DELIVERY AND SHIPPING

- (a) (**Frozen product orders**) We may only deliver an Order containing frozen products (**Frozen Product Order**) to eligible postcodes within NSW and the ACT. If you place and

we accept a Frozen Product Order, you must purchase a frozen box (**Frozen Box**) for an additional fee. You acknowledge and agree that:

- (i) a Frozen Box is required to maintain the necessary temperature for Frozen Product Orders;
 - (ii) we will automatically add, and charge you for, a Frozen Box to any Frozen Product Order if you do not tick the option to add a Frozen Box to your Frozen Product Order on checkout;
 - (iii) while a Frozen Box ordinarily holds several frozen Products, we will automatically add, and charge you for, as many Frozen Boxes as are reasonably necessary to hold the contents of your Frozen Product Order.
- (b) **(Eligible postcodes)** We may only deliver your Order to eligible postcodes set out on the Website. If you nominate a delivery address that does not fall within the boundaries of the eligible postcodes on our Website, we are not obligated to deliver your Order and we will refund you any payment made in respect of that Order.
- (c) **(Free delivery)** We may, at our discretion, offer free delivery to eligible postcodes on carts above a certain amount. The terms and conditions for free delivery will be set out on the Website.
- (d) **(Delivery costs)** Delivery costs will be added to the cart upon checkout. The prices displayed at checkout are inclusive of delivery to the address chosen by you.
- (e) **(Delivery details)** Narel Smallgoods may charge you for delivery at any time (notwithstanding that it may not have previously done so). Where prices are stated as inclusive of delivery:
- (i) delivery is to the delivery point specifically accepted by Narel Smallgoods; and
 - (ii) we will deliver the Products to you in accordance with the shipping information displayed on our Website.
- (f) **(Notice of delivery)** We will communicate an estimated date for delivery for your Order within a reasonable time of receiving such notice from our third party courier. Our courier will then communicate an estimated delivery time to you on the date of delivery.
- (g) **(Rescheduled delivery)** If you require the delivery to be rescheduled to another date, you must make such request as soon as practicable and in any event within 1 hour of receiving the estimated delivery time from us or our courier. You may request to reschedule your delivery by contacting us using the contact details on our Website. Subject to your compliance with this clause, we will use reasonable endeavours to accommodate your request, however you acknowledge and agree that this may be possible due to reasons beyond our control and we do not guarantee that we can reschedule the delivery. If we can reschedule the delivery, you agree that you are responsible for any additional costs and expenses relating to the rescheduled delivery.
- (h) **(Failed delivery)** You acknowledge that our courier is unable to leave the Products at the post office due to the perishable nature of the Products. If you are not available to receive your Order at the delivery time communicated to you, our courier will document the temperature of the Product and may leave the Order at a location on or near the premises, including at an unsafe location if a safe location is not available. You acknowledge and agree that Narel Smallgoods and our courier are not responsible or liable for any lost or stolen Orders and/or spoiled Products.
- (i) **(Delivery issues)** Third party courier terms apply to the delivery of the Products to you. Any problems with delivery should be directed to us to troubleshoot the issue. We will endeavour to assist you to ensure your delivery arrives. All delivery times provided to you are estimates only and are subject to postal delays and reasons beyond our control. We do not warrant or make any representation that your order will be delivered within the times indicated. We will not be liable for any loss or damage suffered as a result of or in connection with late deliveries.

8 CHANGES TO YOUR ORDER

8.1 CANCELLATION BY US

We reserve the right to cancel your order for any reason, and will notify you of this as soon as possible. Where payment has already been debited, the full amount will be credited back to your original method of payment.

8.2 CANCELLATION BY YOU

Once we confirm your Order, your Order is binding and cannot be cancelled and/or changed by you. However, our refunds process in clause 9 may apply.

9 REFUNDS

9.1 CHANGE OF MIND

We do not offer change of mind refunds or returns.

9.2 DEFECTIVE PRODUCTS

We will offer you a refund where we determine that your Product is defective. The following process applies to any Product you believe to be defective:

- (a) If you believe your Product is defective, please contact us using the details provided on our Website with a full description of the defect (including images and/or videos) within 24 hours of receiving your Product.
- (b) If we determine that the Product is defective, you will be credited the full amount paid, including shipping costs (if applicable) and you may request a refund. All refunds will be credited back to your original method of payment unless you request otherwise and we approve this request.
- (c) You acknowledge and agree that our Products may be vacuum packed and, as a result, certain meats may omit an odour and/or show some discolouration. It is important to note these variables when receiving and using your Products. If you are unsure about how to maintain your Product or whether it is in good condition, please contact us using the details provided on our Website.
- (d) If you fail to comply with the provisions of this clause 9.2(a) in respect of a defective Product, we may, in our absolute discretion, issue only a partial refund or no refund in respect of the defective Product.

9.3 OTHER REFUNDS

- (a) We will provide a full refund of the price paid for a Product if we determine that:
 - (i) a Product you have ordered was not received by you solely due to failure by us;
 - (ii) a Product provided to you was not substantially the same as the Product you ordered as displayed on our Website (subject to reasonable variation in weight or otherwise by virtue of being a Special Order, or as a result of screen display, colour and brightness, and image quality); or
 - (iii) a Product is defective, in accordance with clause 9.2.
- (b) If you comply with the provisions of clause 9.3, the full amount refund of the Fees paid for a Product (including shipping costs) will be credited back to your original method of payment unless you request otherwise and we approve this request.

10 VOUCHERS AND DISCOUNT CODES

- (a) We may provide promotional materials and discount codes offering a discount on the Products (**Voucher**). To use a Voucher, you will need to enter its code at checkout.
- (b) A Voucher cannot be applied retrospectively to an Order. Vouchers are non- transferrable and cannot be redeemed for cash or store credit.

- (c) If any additional terms or conditions apply to the Voucher, these will be set out on the Voucher.

11 PUBLISHING MEDIA ONLINE AND ON SOCIAL MEDIA

You may publish images or videos of the Products online or on social media (or both). If you publish images or videos of the Photos, we ask that you provide accreditation to “Narel Smallgoods” by watermark, reference, tagging or hashtag. We reserve the right to require you to remove any images or videos that include the Products or despite this clause 11, remove any accreditation to us.

12 THIRD PARTY SUPPLIERS

- (a) We may do any of the following:
 - (i) outsource any part of performing any services related to providing the Products, including delivery of your Products; or
 - (ii) procure materials and Products from third party suppliers, without further notice to or permission from you.
- (b) To the maximum extent permitted under applicable law, we will not be liable for any acts or omissions of those third parties, including where such third parties cause delay or damage to any part of your Order, or are negligent in providing services or goods.

Part B For When You Browse This Website...

13 ACCESS AND USE OF THE WEBSITE

You must only use the Website in accordance with these terms and any applicable laws, and must ensure that your employees, sub-contractors and any other agents who use or access the Website comply with these terms and any applicable laws.

14 YOUR OBLIGATIONS

You must not:

- (a) copy, mirror, reproduce, translate, adapt, vary, modify, sell, decipher or decompile any part or aspect of the Website without the express consent of Narel Smallgoods;
- (b) use the Website for any purpose other than the purposes of browsing, selecting or purchasing Products;
- (c) use, or attempt to use, the Website in a manner that is illegal or fraudulent or facilitates illegal or fraudulent activity;
- (d) use, or attempt to use, the Website in a manner that may interfere with, disrupt or create undue burden on the Website or the servers or networks that host the Website;
- (e) use the Website with the assistance of any automated scripting tool or software;
- (f) act in a way that may diminish or adversely impact the reputation of Narel Smallgoods, including by linking to the Website on any other website; and
- (g) attempt to breach the security of the Website, or otherwise interfere with the normal functions of the Website, including by:
 - (i) gaining unauthorised access to Website accounts or data;
 - (ii) scanning, probing or testing the Website for security vulnerabilities;
 - (iii) overloading, flooding, mailbombing, crashing or submitting a virus to the Website; or
 - (iv) instigate or participate in a denial-of-service attack against the Website.

15 INFORMATION ON THE WEBSITE

- (a) While we make every effort to ensure that the information on the Website is as up-to-date and accurate as possible, you acknowledge and agree that we do not (to the maximum extent permitted by law) guarantee that:
 - (i) the Website will be free from errors or defects (or both, as the case may be);
 - (ii) the Website will be accessible at all times;
 - (iii) messages sent through the Website will be delivered promptly, or delivered at all;
 - (iv) information you receive or supply through the Website will be secure or confidential; and
 - (v) any information provided through the Website is accurate or true.
- (b) We reserve the right to change any information or functionality on the Website by updating the Website at any time without notice, including product descriptions, prices and other Website Content.

16 THIRD PARTY TERMS AND CONDITIONS

- (a) You acknowledge and agree that third party terms & conditions (**Third Party Terms**) may apply.
- (b) You agree to any Third Party Terms applicable to any third party goods and services, and that Narel Smallgoods will not be liable for any loss or damage suffered by you in connection with such Third Party Terms.

17 LINKS TO OTHER WEBSITES

- (a) The Website may contain links to other websites that are not our responsibility. We have no control over the content of any linked websites, and we are not responsible for that content.
- (b) Inclusion of any linked website on the Website does not imply our approval or endorsement of the linked website.

18 THIRD PARTY PLATFORM

- (a) This Website is powered by a third party platform and the terms and conditions of that third party may apply to your use of this Website to the extent applicable to you. Those terms can be accessed here: [Wordpress Terms of Service](#).
- (b) To the maximum extent permitted under applicable law and our agreement with our third party platform provider, we will not be liable for any acts or omissions of that third party, including in relation to any fault or error of the Website or any issues experienced in placing Orders.

19 SECURITY

Narel Smallgoods does not accept responsibility for loss or damage to computer systems, mobile phones or other electronic devices arising in connection with use of the Website. You should take your own precautions to ensure that the process that you employ for accessing the Website does not expose you to risk of viruses, malicious computer code or other forms of interference.

20 REPORTING MISUSE

If you become aware of misuse of the Website by any person, any errors in the material on the Website or any difficulty in accessing or using the Website, please contact us immediately using the contact details or form provided on our Website.

Part C Liability And Other Legal Terms...

21 INTELLECTUAL PROPERTY

- (a) Narel Smallgoods retains ownership of the Website and all materials on the Website (including text, graphics, logos, design, icons, images, sound and video recordings, pricing, downloads and software) (**Website Content**) and reserves all rights in any intellectual property rights owned or licensed by it not expressly granted to you.
- (b) You may make a temporary electronic copy of all or part of the Website for the sole purpose of viewing it. You must not otherwise reproduce, transmit, adapt, distribute, sell, modify or publish the Website or any Website Content without prior written consent from Narel Smallgoods or as permitted by law.
- (c) Narel Smallgoods retains all intellectual property rights in the name “Narel Smallgoods”, “Narel Smallgoods and Fresh Meat” and the design of the Products, including the labelling and packaging, or those rights are owned by a third party. You must not attempt to copy, reproduce, manufacture or otherwise commercialise the Products.
- (d) In this clause, “**intellectual property rights**” means all copyright, trade mark, design, patent, semiconductor and circuit layout rights, trade, business, company and domain names, confidential and other proprietary rights, and any other rights to registration of such rights whether created before or after the date of these terms both in Australia and throughout the world.

22 LIABILITY

- (a) To the maximum extent permitted by applicable law, we completely exclude any liability or where liability cannot be excluded, we limit our aggregate liability to \$100 to any person for loss or damage of any kind, however arising whether in contract, tort (including negligence), statute, equity, indemnity or otherwise, arising from or relating in any way to this Website, these terms or any goods (including the Products) or services provided by us.
- (b) Claims for loss of or damage to Products in transit must be made against the carrier.
- (c) Products sold by Narel Smallgoods, will have only the benefit of any warranty given, and insurance held, by the manufacturer.
- (d) All other express or implied representations and warranties in relation to Products and the associated services performed by Narel Smallgoods are, to the maximum extent permitted by applicable law, excluded.
- (e) Nothing in this agreement is intended to limit the operation of the Australian Consumer Law contained in the *Competition and Consumer Act 2010* (Cth) (**ACL**). Under the ACL, you may be entitled to certain remedies (like a refund, replacement or repair) if there is a failure with the goods or services we provide.
- (f) (**Indemnity**) You indemnify Narel Smallgoods and its employees and agents in respect of all liability for loss, damage or injury which is or may be suffered by any person arising from your or your representatives’:
 - (i) breach of any of these terms;
 - (ii) use of the Website; or
 - (iii) use of any goods or services provided by Narel Smallgoods.
- (g) (**Consequential loss**) To the maximum extent permitted by law, under no circumstances will Narel Smallgoods be liable for any incidental, special or consequential loss or damages, or damages for loss of data, business or business opportunity, goodwill, anticipated savings, profits or revenue arising under or in connection with this Website, these terms or any Products or services provided by Narel Smallgoods (except to the extent this liability cannot be excluded under the *Competition and Consumer Act 2010* (Cth)).

23 GENERAL

23.1 GOVERNING LAW AND JURISDICTION

This agreement is governed by the law applying in New South Wales, Australia. Each party irrevocably submits to the exclusive jurisdiction of the courts of New South Wales, Australia and courts of appeal from them in respect of any proceedings arising out of or in connection with these terms. Each party irrevocably waives any objection to the venue of any legal process on the basis that the process has been brought in an inconvenient forum.

23.2 WAIVER

No party to these terms may rely on the words or conduct of any other party as a waiver of any right unless the waiver is in writing and signed by the party granting the waiver.

23.3 SEVERANCE

Any term of these terms which is wholly or partially void or unenforceable is severed to the extent that it is void or unenforceable. The validity and enforceability of the remainder of these terms is not limited or otherwise affected.

23.4 JOINT AND SEVERAL LIABILITY

An obligation or a liability assumed by, or a right conferred on, two or more persons binds or benefits them jointly and severally.

23.5 ASSIGNMENT

A party cannot assign, novate or otherwise transfer any of its rights or obligations under these terms without the prior written consent of the other party.

23.6 COSTS

Except as otherwise provided in these terms, each party must pay its own costs and expenses in connection with negotiating, preparing, executing and performing these terms.

23.7 ENTIRE AGREEMENT

This agreement embodies the entire agreement between the parties and supersedes any prior negotiation, conduct, arrangement, understanding or agreement, express or implied, in relation to the subject matter of these terms.

23.8 INTERPRETATION

- (a) **(singular and plural)** words in the singular includes the plural (and vice versa);
- (b) **(currency)** a reference to \$, or "dollar", is to Australian currency;
- (c) **(gender)** words indicating a gender includes the corresponding words of any other gender;
- (d) **(defined terms)** if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
- (e) **(person)** a reference to "person" or "you" includes an individual, the estate of an individual, a corporation, an authority, an association, consortium or joint venture (whether incorporated or unincorporated), a partnership, a trust and any other entity;
- (f) **(party)** a reference to a party includes that party's executors, administrators, successors and permitted assigns, including persons taking by way of novation and, in the case of a trustee, includes any substituted or additional trustee;
- (g) **(these terms)** a reference to a party, clause, paragraph, schedule, exhibit, attachment or annexure is a reference to a party, clause, paragraph, schedule, exhibit, attachment or annexure to or of these terms, and a reference to these terms includes all schedules, exhibits, attachments and annexures to it;
- (h) **(document)** a reference to a document (including these terms) is to that document as varied, novated, ratified or replaced from time to time;

- (i) **(headings)** headings and words in bold type are for convenience only and do not affect interpretation;
- (j) **(includes)** the word “includes” and similar words in any form is not a word of limitation; and
- (k) **(adverse interpretation)** no provision of these terms will be interpreted adversely to a party because that party was responsible for the preparation of these terms or that provision.

24 NOTICES

- (a) A notice or other communication to a party under this agreement must be:
 - (i) in writing and in English; and
 - (ii) delivered via email to the other party, to the email address specified in this agreement, or if no email address is specified in this agreement, then the email address most regularly used by the parties to correspond regarding the subject matter of this agreement as at the date of this agreement (**Email Address**). The parties may update their Email Address by notice to the other party.
- (b) Unless the party sending the notice knows or reasonably ought to suspect that an email was not delivered to the other party’s Email Address, notice will be taken to be given:
 - (i) 24 hours after the email was sent, unless that falls on a Saturday, Sunday or a public holiday in the state or territory whose laws govern this agreement, in which case the notice will be taken to be given on the next occurring business day in that state or territory; or
 - (ii) when replied to by the other party,whichever is earlier.