

Terms & Conditions

McGuigan Wines

ABN 78 052 179 932

Sales are made by McGuigan Wines and are subject to the acceptance and approval by the Licensee. Sales are made only during the permitted trading hours of the licence and will not be made nor will liquor be delivered to persons under the age of 18 years.

Any sales are subject to the availability of stock.

Age requirement

You may only enter and use this Web Site if you are aged 18 years or over or otherwise over the legal drinking age in your country of residence. You must immediately exit the Web Site if you do not meet these requirements.

Introduction

The use of this Web Site is governed by the following terms and conditions of use, as amended from time to time (the "Terms and Conditions"). If you use this Web Site (and each time you use it) you acknowledge to us that you have read and understood these Terms and Conditions and agree to be bound by them.

Intellectual property and restrictions on use of content

Unless expressly stated otherwise, all intellectual property rights in relation to this Web Site (including but not limited to, all names, trade dress, trade marks, copyrights or any other intellectual property rights) are owned by us and/or our related companies. You must not use those intellectual property rights in any way whatsoever, except as expressly permitted by us and/or our related companies in writing (or in the case of copyright material on the Web Site, as permitted by Australian and international copyright laws). We reserve the right to revise the content of, amend links from or withdraw access to the Web Site at any time without notice and without liability to you or any other person.

Interactive aspects of this website

From time to time you may be asked to participate in activities on this website or interact with the website by submitting or posting material on the site (Material). If you do so, you consent to us using any Material submitted by you in any manner whatsoever and in any media throughout the world, without any compensation to you (including using and/or publishing the Material for promotional purposes). You also agree that we do not have to credit you as the provider of that Material and that we may materially alter such material in our sole discretion.

If you post Material on this website, you warrant that the Material does not breach any laws (including privacy laws) or any third party intellectual property rights (including but not limited to copyright, trademark, patent or design rights). We reserve the right in our absolute discretion, not to publish Material for any reason, including where we consider the Material to be inappropriate, offensive, defamatory or otherwise objectionable.



Please note that the opinions expressed in the interactive activities on the Website are those of your fellow website users and not of McGuigan Wines. We are not responsible for or liable for any information contained in Material posted on the website, or the improper application of such information.

Items for download

From time to time, certain materials (such as software and related digital materials) may be made available by us for downloading from the Web Site. In that case, unless stated otherwise, we grant to you a personal, non-transferable, and non-exclusive license to use the relevant materials for your own personal use. You must not copy, communicate to the public, modify, reverse engineer, otherwise exploit or transfer or purport to transfer any right in such materials.

Any items downloaded from this Web Site and used by you are entirely at your own risk (subject to the terms below).

Personal information

We may collect, use and disclose personal information about you obtained from your use of the Web Site. Our management of this information is governed by our Privacy Policy and the Privacy Act 1988.

Links to Third Party Sites and Third Party Advertisements

There may be links to other web sites or advertisements of goods and services available from other parties on our Web Site. We are not responsible for those web sites, their content or the goods and services available on them.

Competitions and promotions

This Web Site may contain competitions or promotions in relation to our products or those of third parties. The terms and conditions for those competitions and promotions will be specified on the relevant part of the Web Site from time to time. By entering or participating in the relevant competition or promotion you agree to be bound by the relevant terms and conditions applying to that competition or promotion.

Security and Viruses

The transmission of information over the Internet is not completely secure or error free. In particular, emails to or from us or access via the Web Site may not be secure and you should use discretion in deciding what information you send to us via these means. Information and emails sent to/from us or this Web Site may undergo email filtering and virus scanning, including by third party contractors. We do not warrant that such filters and scans will be effective in removing viruses or other potentially harmful code and we shall have no liability (subject to the terms below) for any viruses transmitted to you as a result of your use of the Web Site.

Disclaimer and Limitation of Liability

While we will take reasonable steps to ensure that the Web Site is accurate, the Web Site and its entire contents are provided on an “as is” basis. We do not warrant the completeness, accuracy or reliability of this Web Site. We will not accept any responsibility (including in negligence) for any errors in, or omissions from, the contents of the Web Site.

To the maximum extent permitted by law, we (including our related companies and their directors, officers, employees, agents and contractors) exclude all liability for any loss or damage (whether direct, indirect or consequential) including loss or damage arising out of negligence, which you may suffer as a result of using the Web Site or any reliance on information contained on the Web Site.

Notwithstanding any other clause of these Terms and Conditions, where any law implies any term, condition, representation or warranty in relation to the contents of this Web Site or your use of or access to the Web Site, and that law prohibits exclusion of that term, condition, representation or warranty, then that term, condition, representation or warranty is not excluded. To the extent permitted by law, our liability for any breach of any such non-excludable term, condition, representation or warranty is limited to the supplying of the relevant goods or services again, or payment of the cost of having those goods or services re-supplied, as we may choose.

Indemnity

You agree to indemnify us (including our related companies and our and their directors, officers, employees, agents and contractors) for any loss or damage any of the foregoing suffer if you breach these Terms and Conditions or as a result of your willful or negligent act or omission with respect to the Web Site (or any part of it).

Amendments and Termination

We reserve the right to change these Terms and Conditions. The revised Terms and Conditions will be published on the Web Site. Any amendments to the Web Site will only apply from the date the revised Terms and Conditions are published on the Web Site. If you do not agree to the amended Terms and Conditions, you must immediately cease using the Web Site and, if applicable, close your Web Site account. Your continued use of the Web Site will constitute acceptance of the amended Terms and Conditions.

We may immediately restrict or suspend access to your Web Site account if you breach these Terms and Conditions or the Conditions of Sale. We may terminate your Web Site account on notice to you if the breach is material or is incapable of remedy or, where the breach is not material and is capable of remedy, you fail to remedy the breach within 14 days of receiving notice from us requiring you to do so.

Delivery information

McGuigan Wines uses the specialised wine delivery service of Australia Post to deliver your wines to your home, office or post box. This service is extremely efficient and safe.

A signature is required upon delivery thus offering you peace of mind that the goods are going to be received at your nominated address by an identifiable person who must be over eighteen years of age.



If you choose to have goods delivered to your home and you are out when the delivery is attempted, a card will be placed in your letterbox that will refer you to your local post office to collect the goods. The post office will keep your goods safe and sound until you are able to collect them (they will be held for a maximum of 14 days).

Delivery can take up to 14 days (or 10 working days), but this time frame can be shorter depending on the overall pressure on the delivery network at that particular time and how close you are to the major cities.

Please note that in peak times, for example Christmas, delivery times may be revised. In this case, you will be advised before you confirm an order of the expected delivery timeframe.

A specific time delivery is not offered as part of the service. If your delivery address is unattended, Australia Post will leave a calling card so you can collect your order from the local Post Office at your convenience.

Deliveries cannot be made to unattended premises nor can deliveries be accepted by persons unable to verify that they are over 18 years of age.

Please note that orders cannot be changed once they have been shipped so we recommend taking the time to check the details of your order confirmation. Email wineclub@mcguiganwines.com.au as soon as possible if you need to discuss changing any of your delivery address details for your order.

Email wineclub@mcguiganwines.com.au as soon as possible if you would like to discuss any changes to your order. Please note that orders cannot be changed or cancelled once they have been shipped so we recommend taking the time to check the details of your order confirmation.

Refunds and Returns

Our 100% money back guarantee means that if you are not completely satisfied we will refund your purchase. Any faulty product will be replaced as promptly as possible.

In the unlikely event that the goods received are faulty or defective, not as ordered or not of merchantable quality, please contact us on wineclub@mcguiganwines.com.au as soon as possible and we will attempt to remedy the situation as soon as possible.

General

If any provision of these Terms and Conditions is found to be invalid or unenforceable, the provision will be deemed severed from the Terms and Conditions and the remainder of the terms will continue in full force and effect.

Any failure by us to enforce strict performance of any of these Terms and Conditions will not be construed as a waiver of any of our rights or remedies in respect of any existing or subsequent breach of the Terms and Conditions.

McGuigan Wine Club

Terms and Conditions

1. Welcome to the McGuigan Wine Club (“Wine Club”). The Wine Club is operated by McGuigan Wines at Cnr Broke Road & McDonalds Road, Pokolbin, NSW 2320 (“McGuigan Wines”). To join the Wine Club, you must be 18 years of age or over, be a resident of and living in Australia and agree to the terms and conditions set out below.
2. There is no membership fee payable for joining the Wine Club. Applications for membership can be made by completing the application form available from McGuigan Wines or on its website mcguiganwines.com.au. McGuigan Wines reserves the right to grant or refuse membership of the Wine Club to any applicant.
3. Members receive:
 - a. Complimentary membership;
 - b. 20% discount on all purchases (except where discounts/exclusions already apply);
 - c. Free delivery to your door on all purchases for delivery in Australia (min 6 bottle packs);
 - d. Exclusive offers on our wines;
 - e. Members only access to cellar door exclusive wines;
 - f. Regular newsletters with special offers and exciting updates on winery news and events; and
 - g. Priority notification about special winery events and functions.
4. Members authorise McGuigan Wines to debit their nominated debit or credit card for the purchase of a mixed case of twelve McGuigan Wines’ wines three times a year and any other wine orders placed by the member until such time as the membership is terminated in accordance with these terms.
5. McGuigan Wines uses Australia Post delivery service. Any times for delivery quoted by the Wine Club are approximate only and to the extent permitted by law the Wine Club shall not be liable to the Member for the failure to supply or deliver the wines, if the failure to supply or deliver was outside of McGuigan Wines’ control.
6. All deliveries must be delivered to the member, another adult person at the delivery address specified by the member who undertakes to accept the delivery on the member's behalf, or in accordance with the member's instructions. Anyone at the member's delivery address who receives the delivery will be presumed by McGuigan Wines to be authorised to receive the delivery on the member's behalf. McGuigan Wines may request that the person who receives the delivery provide satisfactory evidence of proof of age. McGuigan Wines will refuse to deliver the delivery if the person receiving the delivery is unable or unwilling to provide evidence of proof of age.

7. All risk and title shall pass to the member and the member shall bear the risk of any loss, damage or deterioration of or to the wines from the time that the wines are delivered to the delivery address.
8. If a wine obtained through the Wine Club is damaged or faulty upon delivery (through no fault of the member), the member should provide McGuigan Wines with written notice giving reasonable particulars of any such alleged damage or fault within 3 days of delivery.
9. Wines will not be accepted for exchange or refund if they have been damaged, opened, wholly or partially consumed or used after delivery (unless the basis for the request for an exchange or refund was not reasonably discoverable without opening or consuming the wine). The member acknowledges and agrees that no claim whatsoever shall be accepted by McGuigan Wines (or any of its agents) for any damage to, or partial loss of, the delivery which occurred during transit where written notice is not provided within this period. On accepting the member's claim, McGuigan Wines will at its discretion replace or refund the goods and pay for any additional delivery charges.
10. Wines will not be accepted for exchange or refund if members change their mind.
11. The member understands that it is their responsibility to inform McGuigan Wines of any change in address and delivery details. Members may access or change their details by emailing wineclub@mcguigans.com.au or modifying their Member Account on the McGuigan Wines website. Charges incurred with recovery of wines to an old or incorrect address or re-delivery fees associated with wine that is returned to sender will be the responsibility of the member.
12. Wines are for members' personal consumption only and must not be used for retail sale.
13. The McGuigan Wines website offers an online 'Account' facility to members ("Member Account") which can be used by members to view and edit information, and perform certain functions, relating to their membership. Each membership is personal and non-transferable. Members must not share their password or permit any person to access their Member Account.
14. McGuigan Wines is not responsible for any loss, damage or claim relating to information in the Member Account, including but not limited to loss, damage or claims which are caused by the member's failure to update or provide accurate information.
15. Members may terminate their membership at any time by notifying the Wine Club in writing to wineclub@mcguigans.com.au. If the member terminates their membership either prior to receiving their first order or within 10 business days' of delivery of a subsequent order, the member will be required to pay for that order.

16. Personal details for all memberships will be collected for the purposes of conducting the Wine Club. By joining the Wine Club, you agree to receive news, promotional offers and other updates in relation to the Wine Club. Use of your personal information will occur in accordance with the McGuigan Wines' privacy policy available at mcguiganwines.com.au.
17. McGuigan Wines assumes no responsibility for any failure to receive any communications or for inaccurate information or for any loss, damage or injury as a result of technical or telecommunications problems, including security breaches. If such problems arise, then McGuigan Wines (where necessary with the approval of any relevant authority) modify, cancel, terminate or suspend membership of the Wine Club.
18. McGuigan Wines acknowledges that the Competition and Consumer Act 2010 (Cth), the Fair Trading Act 1987 (NSW) and other equivalent legislation implies or imposes statutory guarantees, conditions or warranties into contracts for the supply of goods or services to consumers that cannot be excluded (Non Excludable Terms). Nothing in these terms and conditions is intended to exclude or restrict the application of Non Excludable Terms. Other than the Non Excludable Terms, McGuigan Wines excludes all implied terms in relation to these terms and conditions.
19. McGuigan Wines excludes all liability for loss of profits, loss of revenue, loss of opportunity or consequential or indirect loss and limits its aggregate liability under or in connection with a member to the amount of fees paid by the member per annum.
20. McGuigan Wines reserves the right, at its sole discretion, to vary the Wine Club terms and conditions. Should McGuigan Wines vary the terms and conditions, it will notify the Member via the email address provided on the Member's Application Form. Your continued participation in the Wine Club after such notification will constitute your deemed acceptance of such variations.
21. McGuigan Wines reserves the right to request verification of age, identity, residential address of members and any other information relevant to membership or participation in the Wine Club. Verification is at the discretion of McGuigan Wines whose decision is final. McGuigan Wines reserves the right to disqualify any individual who is involved in any way in interfering or tampering with the operations of the Wine Club.
22. McGuigan Wines encourages members to drink responsibly.