

## **BOUTIQUE BASKETS TERMS AND CONDITIONS**

### **1. GENERAL**

This website at [www.boutiquebaskets.com.au](http://www.boutiquebaskets.com.au) (Site) is a shopping website where the customer (you) can browse, select, and order products advertised on the Site from Blended Enterprises PTY LTD trading as Boutique Baskets (ABN 24 647 175 326) (The Company, Seller, us, or we).

- Your access to and use of the Site, including your order of Products through the Site, is subject to these terms and conditions.
- Please read these terms and conditions before accessing or using the Site. If you are under 18 years of age, then you must obtain your parent or guardian's consent before accessing and using the Site.
- The terms and conditions also apply to the sale of any Products via methods other than the Site, including sales by telephone, in person or other means, unless otherwise agreed in writing.
- Liquor Licence: 6030017848

Boutique Baskets is committed to providing you with an excellent customer service experience. We ask that you read the following terms & conditions carefully as they apply to your use of this website: [www.boutiquebaskets.com.au](http://www.boutiquebaskets.com.au).

Boutique Baskets is an Australian, family owned and operated business. The products, information and other materials within this website contain information sourced from all over the world, providing you with the best quality and information. All comments and statements made on this website and corresponding social media sites are based on the company's personal view only and are not intended as medical or legal advice in anyway.

Boutique Baskets may revise these terms & conditions from time to time to ensure the highest level of protection for our users and to comply with Australian legislation and the Privacy Act 1988.

### **2. TRADEMARKS, COPYRIGHTS & RESTRICTIONS**

All material on this Website is owned, operated, licensed, or controlled by Blended Enterprises Pty Ltd, trading as Boutique Baskets. This includes, but is not limited to images, illustrations, audio clips, and video clips, and is protected by copyrights, trademarks, and other intellectual property rights which are owned and controlled by us or by other parties that have licensed their material to us.

Material on any website owned, operated, licensed, or controlled by Blended Enterprises Pty Ltd, trading as Boutique Baskets, is solely for your personal, non-commercial use. Such material may not be copied, reproduced, republished, modified, uploaded, posted, transmitted, or distributed in any way, including by e-mail or other electronic means, without the express prior written consent of Blended Enterprises Pty Ltd, trading as Boutique Baskets

Use of the materials on any other website or networked computer environment, or use of the materials for any purpose other than personal, non-commercial use is a violation of our copyright, trademarks and proprietary rights and is prohibited.

### **3. PRIVACY POLICY**

Blended Enterprises Pty Ltd, trading as Boutique Baskets values the protection of your privacy and treats your personal information with the highest level of confidentiality. There are aspects of this site which can be viewed without providing personal information, however some areas require you to submit personally identifiable and/or sensitive information including online orders, joining our newsletter list or via general enquires. Your personal information is stored securely, and we may use this information to provide the best service to you, our customer.

#### **3.1 What information does Boutique Baskets collect?**

We collect both personal and anonymous information. More specifically, we gather the following categories of information:

- Registration information you provide when you create a Boutique Baskets account for express checkout of gift baskets. It includes your email address, billing information, contact information, and company information.
- Transaction information you provide when you check out gift baskets. Contact details of the recipient of gift baskets you ordered are also included.
- Contact information you provide when you subscribe to our newsletter and other information relevant to customer offers and/or surveys.
- Information about your use of our services, which includes but not limited to your browsing information (such as your IP address and browser type) and data about your computer (such as your operating system and software installed on your computer).
- Information you provide when you send a message or contact us through our live chat.

#### **3.2 Sharing Personal Information**

Your personal information is kept confidential and is not shared with any third party without your permission. Our website may contain links to third party websites, which we think might interest you. Please note however that once you leave our site, the information you share with other websites are subject to their privacy practices. Their privacy policy is different and not covered by our privacy policy.

#### **3.3 Cookies**

When you visit our site Boutique Baskets, and/or a third-party site, we may place cookies on your browser to collect the following non-personally identifiable information, including but not limited to browsing activity, pages viewed, time spent on each page and referring website address. This information may be used to report on website activity to optimise future user experience. By using this website and agreeing to this policy, you grant us permission to place and store cookies on your browser. Cookies can be managed by accessing the individual settings in your browser.

### **4. PURCHASING & PAYMENT**

Boutique Baskets records sufficient personal details when you place an order on our website, to confirm your identity and to ensure we send goods to the correct address. At no time do we record your payment information on our site. When purchasing from Boutique Baskets, your payment details are processed securely by our secure payment gateway which has the highest possible level of

security. Our payment gateway will keep a secure record of your payment details until your order is packed and dispatched to assist with any changes to your order.

## **5. LEGAL OBLIGATION**

We reserve the right to use or disclose any information without notice or consent as needed to satisfy any law, regulation, or legal request; to conduct investigations of consumer complaints or possible breaches of law; to protect the integrity of our site and our property; to protect the safety of our visitors or others; to fulfil your requests; or to cooperate in any legal investigation.

## **6. PRODUCT AVAILABILITY**

Whilst Boutique Baskets makes every effort to ensure availability of products shown on this site, there may, at times be items unavailable. Where this may occur, we will substitute the product for another with same or greater value.

## **7. GIFTING OF ALCOHOL**

Baskets, gifts, hampers, and extras included in this website that contain alcohol may only be sold to individuals over the age of 18 years. Penalties apply for supply alcohol to a person under the age of 18 years. Penalties apply for a person under the age of 18 years to purchase or receive liquor. If you purchase any item including Alcohol, you warrant that both you and the recipient are over 18 years of age and agree that upon delivery, proof of age may be requested by the courier driver.

## **8. PROMOTIONS & OFFERS**

Boutique Baskets may, from time to time offer special promotions and offers. If, for any reason a scheduled promotion or offer is not capable of running as planned, we reserve the right to cancel, modify or suspend the promotion or offer and invalidate any affected entries, or suspend or modify a prize, subject to State or Territory regulation.

### **8.1 Gift Vouchers**

- Gift Vouchers may be used at any time and must be redeemed via the Site.
- If the value of the Product is more than the amount of the Gift Voucher, you will need to pay the remaining outstanding amount at checkout.
- If the value of the Product is less than the amount of the Gift Voucher, then the remaining funds will remain on the Gift Voucher.
- You acknowledge and agree to provide the correct email address as Gift Vouchers will be sent via email (not post).
- Gift Vouchers remain valid for the greater of either twelve (12) months from date of purchase or the relevant state law of minimum validity in the state purchased.

### **8.2 Prizes, Gifts & Giveaways**

Subject to any specific terms or conditions that may be displayed with any prize, gift and/or giveaway at the time they are presented, note when prizes, gifts or giveaway items or the like are offered, displayed, or advertised on our website, it is to full extent permitted by law. Boutique Baskets reserves the right to withdraw the offer of the prizes at any time prior to the time the recipients of

the prize are to be drawn or otherwise determined, without notice to you, if we are, for any reason, unable to supply the prizes. In the event that Boutique Baskets is unable to supply the exact gifts and/or giveaway items displayed to you for any reason, we may supply in its/their place an alternative item of a similar nature and value and the supply of the alternative items will be in complete satisfaction of obligation to the recipient's in respect of the gift's and/or giveaway items, to the extent permitted by law.

## **9. SHIPPING**

Our deliveries are made by a Third-Party Courier, see our Shipping Policy for more details.

## **10. CORPORATE & BULK ORDERS**

Bulk orders must be approved in writing by the customer with agreement to payment terms.

Orders are accepted on the condition that the goods will be produced and invoiced at the price ruling at the date the goods are despatched. The Customer shall make payment to Boutique Baskets according to the due date on the invoice. The customer acknowledges that any breach of payment terms will enable Boutique Baskets to exercise its rights to cancel the order and take legal action for the recovery of monies outstanding.

Credit card payments may attract a processing fee of up to 2%. No fees apply for direct deposit payments; however, orders will not be processed until payment is received. The Customer shall not be entitled to withhold payment of any sums after they become due by reason of counter claim.

No bulk order will be put into processing or production until payment has been received in full.

If the Customer specifies a delivery date, Boutique Baskets will use its best endeavours to comply with the Customer's request. In no circumstances will Boutique Baskets be liable for any loss or damages if it is not able to comply with the customer's request for delivery at a certain time. The Customer acknowledges and agrees that it will not make a claim against Boutique Baskets where preferred delivery dates are not met.

Orders placed with Boutique Baskets cannot be cancelled without written acknowledgement and approval. If Boutique Baskets accepts the cancellation of any order placed, we shall be entitled to charge a reasonable fee for any work completed on behalf of the Customer to the date of the cancellation and may include fees for processing, cancellation, and restocking.

## **11. ACCEPTANCE OR REJECTION OF AN ORDER**

Any electronic receipt or other form of order confirmation provided to you does not signify our acceptance of your order.

We reserve the right to accept or reject your order for any reason, including (without limitation) if the requested Product is not available if there is an error in the price or the product description posted on the Site or in your order. If a substitute Product is provided due to unavailability, we will provide a replacement item of equal or greater value than the original item.

Each order placed for Products through the Site or any other means that we accept results in a separate binding agreement between you and us for the supply of those Products. For each order

accepted by us, we will supply the Products in that order to you in accordance with these terms and conditions.

If we reject an order placed through the Site, then we will endeavour to notify you of that rejection at the time you place the order or within a reasonable time after you submit your order.

### **11.1 Order Cancellation**

#### **Cancelling an Order (by Us)**

- Prior to the dispatch of an order, we may cancel all or any part of an order (including any orders that we have accepted) without any liability to you for that cancellation if:
  - the requested Products in that order are not available, or
  - there is an error in the price, or the product description posted on the Site or in any other sales platform in relation to the relevant Product in that order,
  - we consider that the postage price selected in the checkout does not match the applicable price for the delivery address,
  - your order weight exceeds our maximum postal delivery weight (in which case we will contact you to make alternative arrangements where possible); or
  - that order has been placed in breach of these terms and conditions.
- If we do so, then we will endeavour to provide you with reasonable notice of that cancellation and will not charge you for the cancelled order if we cancel it before the delivery date or if you are not at fault or in breach of these terms and conditions.

### **11.2 Cancelling an Order (by You)**

Orders may not be cancelled once submitted via this Site or via any other method of sale. Should you wish to correct your delivery address or contact details prior to the order being dispatched, please Contact Us and we will endeavour to assist you.

## **12. PHOTOGRAPHY**

For illustration purposes, certain Products have been featured with additional items such as wine glasses, picnic blankets etc. to display products. You acknowledge that these items may not be included in the basket and agree to refer to the contents on the Product page to review full Product contents.

## **13. SOCIAL MEDIA & WEBSITE INTERACTION**

The Website may contain areas where Boutique Baskets encourages input from our consumer base. We are not obliged to moderate any material submitted to the website or social media pages including but not limited to spelling and grammar, any material which may offend or be deemed irrelevant or unfavourable. Boutique Baskets reserves the right to remove any material for any reason and may restrict, suspend, or terminate the use of our website and social media channels where we believe it has been misused and is in breach of the agreement. In participating, you consent to all relevant acts or omissions in relation to any person's ethical rights in their material which may or might otherwise constitute a breach or infringement of those rights and, to the extent permitted by law, waives their ethical rights in the material.

Furthermore, we ask that all participants are respectful and considerate of their interactions. We will not permit any kind of bullying or acts of misconduct on our sites.

### **13.1 Viruses**

- Boutique Baskets does not claim that any information (including any files) obtained from or through this Site is free from viruses or other faults or defects.
- You are responsible for scanning any information for viruses.
- You agree that the Seller has no responsibility or liability to you or any other person for any loss or damage (whether direct, indirect, consequential, or economic), regardless of cause, negligence or otherwise, which may be the direct or indirect result of any such information.

If the Seller is found to be liable this will be limited to the cost of supplying the information again.

## **14. YOUR OBLIGATIONS**

### **14.1 You covenant and warrant that:**

- all information and data provided by you to us through the Site (including as part of the customer registration process) or otherwise is true, accurate, complete, and up to date.
- the person receiving the Products at the Delivery Address is authorised by you to do so.
- you have and will comply with all relevant laws relating to your use of the Site and your placement of any order to us,
- you will ensure that your Login details and password that is used to access the Site and the details of your account are kept in a safe and secure manner.
- you will promptly notify us if you are or become aware that there is or has been an unauthorised use of your Login details and password or account, or any other security breach relating to your account,
- you will promptly advise us of any changes to your information provided to us as part of the customer registration process,
- you are responsible for any costs associated with your access to or use of the Site, including Internet access fees,
- you are responsible and liable for any person that uses your Login details and password to order Product(s) through the Site,
- you agree that we may charge you for all Products that we agree to supply to you that have been ordered using your Login details and password through the Site,
- you will check the labels on the Products before consumption or use, and

### **14.2 You must not:**

- use the Site for any activities that breach any laws, infringe a third party's rights or are contrary to any relevant standards or codes,
- use the Site in a manner or way, or post to or transmit to or via the Site any material, which interferes with other users or our other customers or defames, harasses, threatens, menaces, or offends any person or which prevents any other person from using or enjoying the Site,
- make fraudulent or speculative enquiries, purchases, or requests through the Site,

- use another person's details without their permission or impersonate another person when using the Site,
- post or transmit any obscene, indecent, inflammatory, or pornographic material or any other material that may give rise to civil or criminal proceedings,
- tamper with or hinder the operation of the Site,
- knowingly transmit any viruses, worms, defects, trojan horses or similar disabling or malicious code to the Site,
- use any robot, spider, site search and retrieval application or other mechanism to retrieve or index any portion of the Site,
- modify, adapt, translate, or reverse engineer any portion of the Site,
- remove any copyright, trademark or other proprietary rights notices contained in or on the Site,
- reformat or frame any portion of the web pages that are part of the Site,
- create accounts by automated means or under false or fraudulent pretences,
- use the Site to violate the security of any computer or other network or engage in illegal conduct,
- take any action that imposes or that would, in our reasonable opinion, result in an unreasonable or disproportionately large load on our infrastructure,
- use the Site other than in accordance with these terms and conditions; or
- attempt any of the above acts or engage or permit another person to do any of the above acts.

#### **15. DISCLAIMER & LIMITATION OF LIABILITY**

The information contained in this Site is provided in good faith on an "as is" basis. The Seller does not represent or warrant to the reliability, accuracy or completeness of the information contained on this Site.

To the extent permitted by law, Boutique Baskets is not responsible or liable for any Liabilities (direct, indirect, or consequential losses and damages) arising in any way (including without limitation negligence) for errors in, or omissions from, the information in this Site.

Your use of the Website is at your own risk. To the extent permitted by law, neither Boutique Baskets nor any party involved in creating, producing, or delivering the Website accepts any liability for the accuracy or inclusiveness of the information contained on the Website, whether the Owner is aware of such errors or omissions. Furthermore, neither Boutique Baskets nor any party involved in creating, producing, or delivering the website bear any responsibility for any errors, omissions, defamatory, offensive, or illegal conduct of any user of the Website.

If you have any questions regarding the terms, conditions, shipping & delivery, please do not hesitate to contact us at [hello@boutiquebaskets.com.au](mailto:hello@boutiquebaskets.com.au) or call 1300 73 14 12.

Thank you for visiting Boutique Baskets.