

AUSSIE FARMERS DIRECT CHRISTMAS HAMPERS

TERMS AND CONDITIONS

By placing an Aussie Christmas Hamper Order with Stay in Bed Milk & Bread Pty Ltd trading as 'Aussie Farmers Direct' (**Aussie Farmers Direct**), you agree to comply with and be bound by the following terms and conditions:

ORDERING

1. Aussie Farmers Direct has [6] different hampers on offer for Christmas 2010 (**Hampers**). Details of the Hampers including prices and the products contained in them are available online at our website - www.aussiefarmers.com.au.
2. Hampers can be ordered at any time from Monday 3 May 2010 until the "Last Order Date," which is Friday 26th November 2010.

HOW TO ORDER

3. **ONLINE:** To order a Hamper online please visit our website at www.aussiefarmers.com.au.
4. **PHONE:** To order a Hamper by phone, please call 1300 MILKMAN (1300 645 562).

PRICING & GST

5. Please note that all Hamper prices are inclusive of GST.

PRODUCT INCLUSIONS

6. Aussie Farmers Direct reserves the right to change or substitute any products included in a Hamper at any time.
7. In the event that a change or substitution is required, Aussie Farmers will ensure that any new or substituted Hamper item is of equal or greater retail value when compared to the original item.

PAYMENT DETAILS

8. We will charge you for your Hamper(s) in equal weekly or fortnightly installments (depending on whether you are a weekly or fortnightly payment customer) so that you will have paid for your Hamper(s) in full by the Last Order Date set out in section 2. Therefore, the earlier you order your Hamper(s), the lower your weekly or fortnightly payments will be. We will tell you the weekly or fortnightly installment amount when you place your order. The weekly or fortnightly installment will change if you change your order or order additional Hamper(s) at a later date.
9. Payments will be made either by credit card or direct debit and you authorize us to charge the installment payments as well as any other payments you are required to pay under these terms and conditions as they become due.

10. Once you place your order, the Hamper Order Wizard will automatically arrange a start payment date. This date will be the Friday after your order has been placed. If you are a weekly payment customer then we will deduct each installment payment each week thereafter from your nominated account. If you are a fortnightly payment customer then we will deduct each installment payment each fortnight thereafter from your nominated account.
11. All our payments are processed in Melbourne, Victoria therefore, if your payment day falls on a day that is a public holiday in Victoria, Australia, we will collect that payment on the next business day.

MISSED PAYMENTS / REJECTED PAYMENTS

12. If we debit or deduct a payment from your nominated account and it is rejected, we will add a \$5.00 administration fee to your account.
13. If a debit fails to clear on the due date or is rejected, we will automatically resubmit the debit the following week unless you notify us prior or you make alternative arrangements in relation to payment of the installment payments. This may result in two hamper payment installments being debited or deducted on the same day.
14. If we cannot collect payments from you on three occasions, we reserve the right to cancel your Hamper/s, and we will add an additional \$25 administration fee to amounts due, before returning any remaining balance to you.
15. You are solely responsible for ensuring that your bank account details are up to date and accurate. If your details change it is your responsibility to immediately notify us so that you avoid administration fees. You may change your payment arrangements by calling us on 1300 MILKMAN (1300 645 562).

ASSURING PAYMENTS

16. It is your sole responsibility to ensure that there are sufficient funds available in your account to allow a debit payment to be made in accordance with the direct debit request, or available credit on your credit card to allow payment to be made.
17. If there are insufficient funds in your account to meet a debit payment or credit available to you from your financial institution:
 - you may be charged a fee and/or interest by your financial institution;
 - you may also incur fees or charges imposed or incurred by us; and
 - you must arrange for the debit payment to be made by another method or arrange for sufficient clear funds to be in your account by an agreed time so that we can process the debit payment.
18. You should check your account statement to verify that the amounts debited from your account are correct.

CHANGING YOUR ORDER

19. If you would like to change or add to your Hamper order, you may do so by calling 1300 MILKMAN (1300 645 562).
20. If a Hamper is added to your existing order, your installment payments will be recalculated so all payments will be made by the "Last Order Date" of Friday 26th November 2010.

CANCELLING YOUR ORDER

21. You can cancel an order for a Hamper by calling us on 1300MILKMAN (1300 645 562) at anytime up to **26 November 2010**. Please note, fees and charges may apply – refer to sections 23 and 24 below. You cannot cancel a Hamper order after 26 November 2010.
22. If you cancel an order for a Hamper within 10 days of ordering that Hamper and prior to 30 June 2010 then you will receive a refund of all monies paid before 30 June 2010.
23. If you cancel an order for a Hamper(s) more than 10 days after placing the order but before 30 June 2010 then you will receive a refund of all monies paid after we deduct a cancellation fee for an amount representing the greater of:
 - \$25.00; or
 - 20% of the total amounts paid by you for the Hamper(s) prior to the cancellation date.
24. If you cancel an order for a Hamper(s) at any time from 1 July 2010 to 26 November 2010 then you will receive a refund of all monies paid after we deduct a cancellation fee for an amount representing the greater of:
 - \$25.00; or
 - 50% of the total amounts paid by you for the Hamper(s) prior to the cancellation date.

DELIVERY

25. Delivery of the Hampers will take place on the weekend before Christmas, Saturday 18th December 2010.
26. To change the delivery day you will need to call 1300 MILKMAN (1300 645 562).
27. There will need to be somebody home to receive and sign for your Hamper(s).
28. You must contact 1300 MILKMAN immediately if your address or other contact details change.

ALCOHOL INCLUSIONS

29. In accordance with liquor licensing legislation (NSW, VIC, QLD, WA, ACT) customers who purchase a Hamper(s) containing alcohol must be over the age of 18. Proof of age may be requested at time of delivery.

LICENCE NUMBERS
VIC – 36116134

CONFIDENTIALITY

30. We will use commercially reasonable best efforts to keep any information (including your account details) confidential and use it only for legitimate business purposes or as required by law.