



Aussie Farmers Direct

Terms & Conditions





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Terms & Conditions

Introduction

These Terms and Conditions form part of your agreement with Aussie Farmers Direct. By accessing our websites, signing up for a service, registering as a customer, or ordering products you agree to be bound by and comply with these terms.

These Terms & Conditions may be updated from time to time. You will be notified of any change by email or when you next place an order.

Your Responsibilities:

Without limiting the below Terms and Conditions, you are responsible for:

- Ensuring all information – including payment information – on your account is correct and up to date.
- Notifying us of any changes to your information.
- Ensuring funds are available for each debit to your account.
- Notifying us of any changes or issues with your order within the appropriate time frames.
- Leaving the esky bag out for all milkman/butcher orders.

You accept all fees and charges that may result by not adhering to the above requirements.

Contacting Aussie Famers Direct:

You are able to contact Aussie Famers Direct by the following methods:

- Our websites – <http://www.aussiefarmers.com.au> or <http://www.aussiefarmersdirect.com.au>
- Our customer service centre on 1300 MILKMAN (1300 645 562)
- Email - <http://www.aussiefarmers.com.au/help/enquiry.php>
- Our Facebook page – <http://www.facebook.com/AussieFarmersDirect>
- Our twitter account – <http://www.twitter.com/aussiefarmersd>
- Our Google+ page - <https://plus.google.com/u/0/117113738259370407308>

For missing products, quality issues, delivery breaks, or any other enquiry that directly relates to your account, please contact AFD by phone or email.

For cancellations, please contact AFD by phone.

When contacting AFD by phone, you will be required to identify yourself by providing three identification details, which can include your name, customer code, and/or contact information.

You will also be required to provide three points of identification if AFD contacts you by telephone to discuss your account.

These measures are taken to comply with the Privacy Act, and to ensure your personal information remains secure.



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Failure to provide identity information may result in AFD being unable to assist you with your enquiry.

If you contact us via a non-secure method to discuss your account, at our sole discretion we may require you to contact us by phone so that an identity check can be performed.

We May Contact You:

By agreeing to become a customer of Aussie Farmers Direct or otherwise using the Service you acknowledge and agree that Aussie Farmers Direct may contact you (including by email, SMS, telephone or such other means) in relation to:

- the service, your account, any products, or your order;
- any marketing or promotion which we conduct, special products being offered, Aussie Farmers Direct newsletters or publications;
- goods, services or promotions which are being offered by our suppliers or business partners (either alone or in conjunction with us).

To limit our marketing or promotional contact with you, please phone or email our customer service centre.

Call Recordings:

All phone conversations to and from Aussie Farmers Direct are recorded for quality assurance purposes. We can retrieve and listen to recorded conversations upon request to confirm interactions and agreements.

Under certain circumstances, Aussie Farmers will allow or offer customers to listen to recorded conversations.

Becoming a Customer:

In order to become a customer with Aussie Farmers Direct, you must:

- be aged 18 or older; or
- be a company, partnership or ABN holder; and
- provide a delivery address that is located within one of our delivery areas.

You will be advised prior to creating your account if your delivery address falls outside one of our delivery areas.

You must not attempt to become a customer or obtain an account if you do not meet these criteria.



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Creating Your Account:

When creating an account with Aussie Farmers Direct, you will need to provide all relevant details, including contact, delivery, and payment information as required.

Payment for orders will be deducted from your bank account or credit card on the Friday the week after any order. It is vital that you provide us with accurate and up to date payment information.

You will be issued with a customer code, username and password to access your online account.

You are solely responsible for maintaining the confidentiality of your customer code, username and password, and for who accesses and uses your account.

You may update or edit your account at any time through our website or by contacting our customer service centre.

You may not have more than one active account, and your account is non-transferable.

You may be refused an account or orders at the sole discretion of Aussie Farmers Direct. Aussie Farmers Direct may at its sole discretion terminate your account or services at any time.

Placing Your Order:

Orders can be placed through our website, or via our customer service centre. Orders can be once off or a regular weekly/fortnightly order.

When you place an order, you agree to purchase the particular products from us for the price (including any applicable charges and taxes) stated at the time you place the order, except as advised.

You will be asked to confirm your order and account details each time you place an order.

Changing Your Order:

You are able to change or cancel an order without charge or penalty at any time before 2:00pm (your state's local time) the day prior to the delivery date. For deliveries scheduled on Monday, changes must be made before 2:00pm on the Saturday before your order.

No changes or cancellations will be accepted after these cut off times.

You must pay for any products (including any delivery fees and taxes) which you have ordered if you attempt to cancel or change orders after these cut off times.



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Delivery Days:

When you place or change your order, you will be advised of the set days and times that Aussie Farmers Direct deliver to your location.

Milkman/Butcher Orders are delivered prior to 7am, up to twice a week. Greengrocer orders are delivered between 2pm and 7pm on a weekly or fortnightly basis.

We are unable to deliver outside of these set times, except for certain promotional products as advised and for business customers in select delivery areas.

Delivery Fees:

Aussie Farmers Direct offers free delivery for most orders.

For Milkman/Butcher orders of less than 3 items, a \$1.00 delivery fee will apply. The minimum required amount for any Milkman/Butcher order is two items.

For Greengrocer orders of less than \$25.00, a delivery charge fee will apply, which will be either:

- \$5.00; or
- the difference between your order and the \$25.00 limit.

You will pay the lesser of these two amounts.

Adding an individual fruit or vegetable item to a prepacked fruit and/or vegetable box is considered a separate order. If the individual fruit and vegetable items total less than \$25.00, the delivery fee will apply.

Receiving Your Products:

You will receive the products to the delivery address you provide.

Milkman/Butcher deliveries will arrive in an Aussie Farmers Direct Esky Bag. Greengrocer deliveries come in an Aussie Farmers Direct Box.

Boxes are unable to be collected from customer properties, as they can't be reused due to health and safety regulations.

It is your responsibility to ensure your esky bag is placed at the agreed location the night before delivery of a Milkman/Butcher order so that your products can be placed in the esky bag.

If the esky bag is not left out, Franchisees will at their discretion provide you with a replacement. You may be charged a fee of \$4.00 (subject to change) for any additional esky bag.

Some or all of your order may not be delivered if a bag is not available. Meat products cannot be delivered without an esky bag.

You own and are responsible for all products once they have been delivered to you. Normal deliveries will be left unattended.



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Any delivery containing alcohol must be collected by a person over the age of 18. However, if no one is home at the time of delivery, the order may still be left. It is the responsibility of the household to ensure it is collected appropriately.

Please make sure that you check all products carefully against your tax invoice (available on the website or by contacting our customer service centre) and take careful notice of storage instructions, ingredient lists, allergens, and any use by or best before dates on products.

Paying For Your Orders:

Orders will be charged to the credit card or bank account provided on Friday the week after your delivery. These payments will appear on your statement as “STAY IN BED MILK & BREAD.”

Payments commence at 12:01am on Friday morning. Therefore, all funds must be available by close of banking Thursday.

If the direct debit date should fall on a public holiday, you consent to have these funds available for debit on the next business day.

You authorise us to deduct any amount owing. The amount owing is considered the total outstanding balance of your account as of the Saturday prior to the debit date.

It is your responsibility to ensure that sufficient funds are available for these deductions.

It is your responsibility to ensure that your credit card details are valid and up to date. Please note we can only accept Visa and MasterCard. No other form of credit card is accepted.

If there is any change to your bank account or credit card details, then it is your sole responsibility to notify us.

We do not accept payment by cash. Cheque or money order may be accepted to finalise an account in certain circumstances.

Business Customers:

Registered businesses that provide a valid ABN at the time of sign up have the option to pay their account by invoice.

Invoices are emailed out the week after the delivery, and have a payment term of 14 days. Payments can be made by EFT, Cheque, or Credit Card over the phone.

If you have any questions regarding your invoice or payment term, please contact the business area directly on 03 9015 9164. Please note: This line is for business enquires only. Please call 1300 Milkman for residential customer enquiries.



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Declined Payments:

If we are unable to debit your nominated account or credit card on the debit date, we will reattempt this amount – plus any additional orders you have made – on the following Friday, unless otherwise advised. An administration fee may be charged due to declined payments at our sole discretion.

We will attempt to contact you by phone, mail, and/or email to make arrangements for you to pay any outstanding amount. Even if you are not contacted, you are responsible for advising us of any required changes to your payment information or date.

We reserve the right to suspend, vary or terminate any orders or your account when an amount remains outstanding, or we are in any way prevented from debiting your account.

After two consecutive rejections for if the debit is over \$100, your account will be suspended until payment has been made.

If your AFD account is in credit, you allow us to deduct any outstanding or declined payments from this amount.

AFD reserves the right to debit your account up to 7 times consecutively to recover outstanding amounts. If no payment has been received after 7 attempts, our debit collection process will begin.

Debt Collection:

You acknowledge that Aussie Farmers Direct may pursue and attempt to collect any outstanding amounts as a result of any declined payments from your account. You agree and allow us to contact you to discuss these payments.

In the event that we are unable to receive or gain satisfactory guarantee for payment, your name, contact information, and order details may be referred to an external debt collection agency. You will be liable for any fees or charges incurred as a result of referral.

Payment Plans:

In the event that, for any reason, you are unable to pay your account for an extended period of time, please contact our accounts department by phone (1300 645 562) or email (accounts@aussiefarmers.com.au)

AFD is able to temporarily omit you from the Friday debit run for up to two weeks. A long term payment plan can be arranged to clear the balance on inactive accounts.

AFD does hold the right to cancel your account at any time should it be deemed that you do not have the means to pay your account.

AFD reserves the right to refuse a payment plan if it is deemed to be insufficient.



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If you feel you have grounds for hardship and would like to request assistance with settling your account, please contact the accounts department on 1300 645 562 who will provide you with the necessary documentation.

Suspected Fraud Accounts:

AFD reserves the right to investigate all accounts where it suspects incorrect or fraudulent activity has occurred. AFD may contact you if a large initial order has been placed, if there is an old account at your address with outstanding amounts unpaid or if AFD deems suspicious activity.

AFD holds the right to conduct investigations into the above matters which can include but not limited to requesting copies of identity to verify your account information, ask for an upfront payment for your orders, and have the local franchisee visit the account holder to verify account and delivery details.

AFD may choose to terminate your order or account if this information cannot be verified, or if payment cannot be made.

AFD also holds the right should it deem that the account has been opened fraudulently to report this information to the local authorities who are then able to further conduct investigations which may and may possible prosecution.

Missing Products and Quality Issues:

If you do not receive a product, or have not received a substitute product, you will not be charged for that missing product. This will be reflected on your invoice.

If you have received a product in error – or a product that is in any way unfit for use – which appears on your tax invoice please notify us immediately. It is your responsibility to notify us of any discrepancy or error with your order. At our discretion, we may refuse to credit any error if you do not notify us within 48 hours.

Problems with Your delivery:

Your orders and rights are protected under Consumer Law. Please visit www.consumerlaw.gov.au for more information. If you have any problems with any of your products or the service you receive, please notify us immediately.

Disputing Your Account:

If you feel that any transaction, payment or rejection, or other billing issue is in error, or that you have been advised something by AFD in error, please contact our customer service centre by phone (1300 645 562) or email

Billing/ Transaction Related Dispute: (accounts@aussiefarmers.com.au)

General related Disputes: (enquires@aussiefarmers.com.au)



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AFD may require copies of your personal or banking information (such as bank statements) to be forwarded to us to properly investigate your dispute. We may be unable to resolve your dispute if this information is not provided.

Credits to Your Account:

If we apply a credit to your AFD account, you will be able to use the credit for purchasing products only. Credits are not redeemable as cash. In the event that your account is terminated – by you or by AFD – you will be unable to withdraw any amount of credit remaining on your account. The credit will remain on your account for any future orders you may make.

If your AFD account balance is in credit, any orders you place will be deducted from this amount. Once your account returns to a nil balance, any future orders or remaining amount will be debited from your credit card or bank account.

Stopping Your Orders:

Delivery Breaks:

You are able to temporarily suspend your orders for any period between 1-90 days. No account can be temporarily suspended for longer than 90 days. You are required to notify us before the order cut off time of 2pm local time the day before your order.

When suspending an order, you are required to provide both a start and end date for the suspension. These dates are inclusive and effective immediately from the start til end date.

Orders will resume the day after the end date of your temporary suspension. AFD will not notify you when orders resume. It is your responsibility to notify us of any change to your temporary suspension, and to keep track of the resumption date.

Cancelling Your Account:

You are able to cancel your account with Aussie Farmers Direct at any time by calling our customer service centre. No cancellation fees or minimum contracts apply.

You will be required to pay for all received orders, plus any orders for the next day should you call after 2:00pm local time.

Any outstanding amounts will be debited as per your normal billing cycle.



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Other Terms and Conditions:

Accepting or Rejecting Your Order:

Aussie Farmers Direct may accept or reject your order, at its sole discretion.

You agree to be supplied with the selected products for any accepted order and authorise AFD to deduct the agreed amount from your nominated credit card or bank account.

Products you have ordered will be supplied to you in accordance with these terms.

If an order is rejected, we will attempt to notify you of that rejection at the time you place the order – or within a reasonable timeframe after your order is submitted – by email or phone.

Changes to Pricing:

Prices are subject to change. In the event of a change to our prices, we will endeavour to provide you with notice and the opportunity to accept these price changes.

This does not apply to individual fruit and vegetable products. Due to the fact that we source the freshest produce, the cost of these products is only available on the Monday of the week of delivery.

Prices of individual fruit and vegetable products may differ from the notified price. This can be checked by comparing your order confirmation with your monthly tax invoice, which is available on our website.

Special or Seasonal Products:

Aussie Farmers Direct may offer you special or seasonal products. This can include, but is not limited to, Christmas hampers, hams, hot cross buns and trialling potential new products.

These products are subject to their own Terms and Conditions. You will be advised of specific terms and conditions at the time of your order.

From time to time, we may also offer special promotions or customer incentives which provide you with a discounted pricing. These promotions are subject to their own terms and conditions.

Prizes, Competitions, and Offers:

All prizes, vouchers, credits, or other entitlements to receive products are dependent on becoming an AFD customer.

You will need to comply with our general Terms and Conditions, plus the Terms and Conditions of the offer. You will need to supply your banking or credit card details, even when offered products for free. Should you order more than the included amount of credit, your payment details will be charged.



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Privacy Policy:

Our privacy policy (www.aussiefarmers.com.au/AFD_Privacy_Policy.pdf) forms part of these terms and conditions. By utilizing our service, you acknowledge and agree to our privacy policy.

Intellectual Property Rights:

Aussie Farmers Direct owns and is licensed to use all of the Intellectual Property Rights on the website, including software, design, text, graphics, layout, content, and materials.

You must not modify, copy, adapt, store in a retrieval system, reproduce, upload, post, transmit, sell, distribute in any way, communicate to the public or use for commercial purposes, any material on our website without our prior written consent.

This website contains registered trademarks and other trademarks which are protected by law. You must not use any mark, logo or trademark appearing on the website, or our name or the names of our related bodies corporate without our prior written consent.

Our Liability:

To the extent permitted by the law, Aussie Farmers Direct expressly excludes all liability to you for any Consequential Loss arising from or connected to the Service, the website, this agreement or any other agreement.

Our liability to you for loss or damage of any kind arising out of, or in connection with this agreement – whether in contract, tort (including negligence), statute or otherwise – is reduced to the extent that you cause or contribute to the loss or damage.

Other Websites:

The website may contain links to external websites that are not operated by us or our related bodies corporate. Aussie Farmers Direct makes no representations or warranties, or has any responsibility or liability for any external websites.

By providing a link to these External websites we do not expressly or imply the endorsement of such sites or products or services that are provided at those External websites.

You hereby agree that you access and use the products and services made available at external websites solely at your own risk.



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General Restrictions:

You must not:

- use the website or Service for activities that breach any laws, infringe a third party's rights or are contrary to any relevant standards or codes;
- use the website or Service in any way, or transmit to or via the website any material, which interferes with other users or defames, harasses, threatens, menaces or offends any person or which prevents any other person from using the website or Service;
- make fraudulent or speculative enquiries, purchases, or requests;
- use another person's details without their permission or impersonate another person;
- tamper with or hinder the operation of the website;
- use any mechanism or technique to obtain the details of another customer;
- knowingly transmit any virus, worm, defect, trojan or similar disabling or malicious device to the website;
- modify, adapt, translate or reverse engineer any portion of the website;
- remove or alter any copyright, trademark or other proprietary rights notices contained in or on the website;
- create accounts by automated means;
- use the website to violate the security of any computer or other network or engage in illegal conduct;
- use the website or Service other than in accordance with these terms ; or
- Enable or permit another person to commit any of the above acts.

Australian Agreement:

This agreement is governed by the laws of Australia, and the states within Australia where your goods are delivered.