

## Using our site – Site Terms

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1. Using [vintagewatchco.com.au](http://vintagewatchco.com.au) ("Site") is subject to the terms ("Site Terms"). If you do not accept the Site Terms, stop using the Site and do not make any purchases from the Site.
2. Watch Tech (Aust) Pty Ltd ACN 166 302 512 trading as Vintage Watch Co ("VWC") carries on business from the Site.
3. The goods and services described in the Site are available to purchase at the specified price on or before the end date specified (if any) and VWC may agree to sell the goods or services to you in accordance with the Sale Terms.
4. Photographs of any goods for sale are for illustrative purposes only and may vary from the actual goods for sale.
5. VWC may, at any time, add or remove content from the Site including any goods for sale.
6. Any information on this Site is subject to Site Terms.
7. You agree to make your own enquiries to verify any information provided in relation to goods or services and consider the suitability of those goods and services before you purchase.
8. Information on the Site is provided for general information purposes only.
9. The Site may contain third party advertising or other content. VWC does not represent that the recommend or endorse any third party advertising or content on the Site.
10. You agree to use the Site only as permitted by the Site Terms and not in breach of any applicable law.
11. You must not interfere with or disrupt the Site, the servers and networks hosting the Site, the Site security features or any content within the Site.
12. If VWC suspects any fraudulent, abusive or illegal activity on, within or in relation to the Site has, is or may occur, VWC may refer the activity to appropriate law enforcement authorities.
13. VWC reserves the right to restrict access to Site for any reason.
14. VWC offers access to the Site on an "as is" and "as available" basis only.
15. Any intellectual property rights, including rights to graphics, logos, trademarks, distinctive brand features, design and text are the property of VWC and must not be used without the written permission of VWC.
16. You may view this Site and its contents for personal and non-commercial use only and subject to the *Copyright Act 1968* (Cth).
17. The Site may contain links to other websites or content that is not owned by VWC and VWC takes no responsibility for the content available on these links or addresses.

18. VWC does not guarantee security, of any user while using the Site, from viruses or any other matters. You must take your own precautions to ensure your computer is protected from viruses or any other form of interference to your system. VWC takes no responsibility for the safety or security of your computer as a result of using the Site.
19. Cookies may be used on the Site to gather data in relation to the Site and you consent to this collection of data.
20. Any suggestions provided by you to VWC will not be regarded as confidential and will become the property of VWC and can be used, reproduced, disclosed, published, modified, adapted and transmitted to others, without restriction or any obligation to compensate you.
21. The Site will, as far as required by law, abide by the National Privacy Principles in the *Privacy Act 1988* (Cth).
22. Unless expressly provided by VWC in writing, VWC makes no representations or warranties of any kind, express or implied, in relation to information, content, materials or products listed on the Site, except as otherwise provided under any applicable law.
23. VWC does not accept responsibility for any loss or damage, however caused (including through negligence or matters outside their control) which you may suffer in connection with your use of the Site. VWC does not accept responsibility for loss arising out of your use of, or reliance on, information contained on, or accessed through, the Site. VWC disclaims any such representations or warranties as to the completeness, accuracy, merchantability or fitness for purpose of this Site or the information that it contains, to the extent permitted by law.
24. The use of the Site is done at your own risk. VWC does not accept any responsibility for any injury, loss or damage arising out of, or related to, the use, or inability to use, the information on the Site or provided through the Site by email.
25. You agree to indemnify, without limitation, VWC and any other person involved in the creation of the Site for any damage, loss, penalty, fine, expense and cost (including legal costs) which arise out of or relate to your use of the Site.
26. These Site Terms are governed and construed by the laws of Queensland. VWC makes no representation that the Site complies with the laws of any country outside Australia.
27. The Site Terms may be amended at any time without notice to you. Your continued access to the Site will constitute your acceptance of the Site Terms as amended. Where your access to the Site is terminated by VWC all disclaimers and limitations of liability will survive.

## Terms and Conditions of Sale

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1. Your purchase of goods from [vintagewatchco.com.au](http://vintagewatchco.com.au) ("Site") is subject to these Terms and Conditions of Sale ("Sale Terms"). By purchasing any product from the Site you accept the Sale Terms.
2. Watch Tech (Aust) Pty Ltd ACN 166 302 512 trading as Vintage Watch Co ("VWC") carries on business from the Site.
3. The goods and services described on the Site are available for purchase from the Site or instore. These goods and services will be available for you to offer to purchase until removed from the Site. If VWC accepts your offer to purchase, VWC will sell you the goods and services in accordance with these Sale Terms.
4. VWC does not warrant that any of the goods and services listed on the Site are available "in store" or online. VWC lists all goods and services on the Site as an offer only and no guarantee of fulfilment of the user offer request is implied by the user submitting their offer.
5. You and VWC enter into a sale contract for the sale and supply of products, by you making an offer to VWC via the Site, to purchase goods at the specified price, subject to these Sale Terms.
6. In these terms:

“you” means anyone who visits and/or uses this Site.

"Order" means an offer made by you to purchase goods from VWC via the Site.

7. By using the Site, you accept these Site Terms and agree to be bound by them, and an agreement is formed between us and you.
8. These Sale Terms may be amended at any time without notice. Your continued use of the Site following such amendment of these Sale Terms is an agreement by you to be bound by these Sale Terms as amended.
9. You may access and/or use the Site as a guest.
10. You must be 18 years of age or over to purchase products from the Site.
11. Any Order and/or purchase made by you using this Site is an acknowledgement by you that you are 18 years of age or older.
12. VWC reserves the right to seek compensation from the parent or guardian of a minor who causes an order to be placed, for any loss or damage VWC may suffer as a result of a transaction entered into by a minor.
13. Refunds are not normally provided where you have simply changed your mind, made a wrong selection or simply found the item cheaper elsewhere.
14. You and VWC may enter into a contract for the sale and supply of goods and services by you making an offer via the Site to purchase a product at the price advertised on the Site by:

ordering the products using the Site;

you confirming the Order details;

you making payment in full (plus any applicable delivery charges) via the Site; and  
VWC accepting the offer.

15. You acknowledge that the transmission of your offer or the confirmation of any payment, made through an electronic instruction may not be received by VWC for reasons beyond either parties' reasonable control and to the extent permitted by law, VWC is not liable to you in any way for any loss or damage at all and however caused, arising directly or indirectly in connection with the transmission of an electronic instruction through the Site, or any failure to receive an electronic instruction for whatever reason.
16. You will receive an email from VWC as soon as practicable after you have confirmed your Order and made payment. If you have any questions regarding your Order you may contact VWC.
17. If your Order is not accepted by VWC, VWC will notify you by telephone or email and arrange for a full refund of any payment made by you to be processed.
18. VWC may, in its sole and absolute discretion, accept or reject any offer made by you for any reason (or no reason), including an error in the advertised price for, or description of, the products on the Site, or an error in your Order.
19. Any representations made about stock availabilities are accurate to the last known stock level and are subject to change. If VWC cannot supply a particular product, VWC will notify you by email as soon as possible.
20. VWC will be deemed to have accepted your Order on the first to occur of issue to you by email of a tax invoice for the sale and the fulfilment of your Order.
21. Prices shown are in Australian dollars and include GST where applicable. Prices may not include delivery and handling charges. Prices are subject to change.
22. Unless otherwise stated, any accessories shown in any image of products are not included in the price.
23. All payments must be made in full prior to delivery.
24. Payments may be made using facilities accessible via the Site and will be subject to any terms and conditions of these providers or through electronic funds transfer to VWC's nominated account.
25. Subject to you complying with these Terms and acceptance of your Order by VWC, VWC will sell and supply the products to you as shown on your Order confirmation.
26. Products may not be available for immediate delivery. VWC will endeavour to deliver to you the Order within ten (10) business days of the date you place the Order.
27. The delivery address must be an address within Australia and cannot be a freight forwarding location.
28. On acceptance of your Order by VWC, your Order will be dispatched to your specified delivery address generally within 10 business days from the date you placed your Order.

29. You will be required to be available in person to accept delivery of your Order.
30. If you wish to change the delivery date or delivery address you must contact VWC at least 48 hours prior to the dispatch of your Order.
31. VWC will use its best endeavours to deliver your Order within any stated timeframes for dispatch, however VWC does not warrant that these timeframes will always be met, as many factors may affect these timeframes.
32. VWC cannot and will not accept responsibility for delivery failures or delays by our third party delivery contractor.
33. If you choose to collect your goods from a VWC, a representative will contact you by telephone or email to notify you when the Order is available for collection.
34. Orders for collection at a VWC must be collected within 21 days of VWC giving you notice by telephone or by email that your Order is available for collection.
35. When picking up your items, you are required to supply a copy of your order, photo ID and credit card used to make the purchase.
36. Title and risk in the products, such as loss and damage, pass to you on delivery or collection, as the case may be.
37. To the extent permitted by law VWC will not be responsible for any damages or consequential losses (whether direct or indirect) suffered by a user where a credit card or bank account is fraudulently used or is used in an unauthorised manner.
38. To the extent permitted by law VWC excludes all liability to you or anyone else for loss or damage of any kind (however caused or arising) relating in any way to the Site.
39. This clause is not intended to exclude or limit any rights which you may have under the *Competition and Consumer Act 2010* (Cth).
40. If you have any query about the progress of your Order please contact VWC. Please have your Order number handy as shown on the email confirmation.
41. If any product ordered by you arrives damaged or is not of acceptable quality you may have legal rights and remedies in Australia under the *Competition and Consumer Act 2010* and other rights under other consumer laws applying in each Australian State and Territory; and/or to have the product repaired or replaced or to receive a refund of the price paid by you for the product.
42. Please choose carefully as VWC will generally not provide you with a refund or exchange simply because you changed your mind or the product was not what you expected.
43. If your Order arrives damaged, please contact VWC.
44. The privacy of your personal information is important to VWC. VWC will abide by the National Privacy Principles in the *Privacy Act 1988* (Cth) in its use and management of your personal information.

45. VWC and its third parties may collect personal information directly from you when you register as a member of the Site, when you place an Order, or when you contact VWC. Personal information may include your name, residential and/or postal address, telephone number, email address and banking details.
46. VWC may use your personal information for the purposes for which you give it to them and for their own internal purposes. You agree that VWC and/or its third party may use your email address to send you messages concerning your membership account, any Orders you place and information about the products sold via the Site that VWC thinks may be of interest to you. If you would prefer not to receive promotional or other material from VWC or its third parties, please let us know and VWC will respect your request. You also agree that VWC may contact you by telephone to arrange delivery or collection of your Order.
47. You may request VWC to remove your personal information from its database by emailing the VWC.
48. VWC will not be liable for any delay in performing any of their obligations if such delay is caused by circumstances beyond their reasonable control, including but not limited to, failure of or interruption in the provision of essential services such as electricity supply, bank payment systems or postal deliveries.
49. These terms will be governed by and interpreted in accordance with the laws of Queensland, Australia and you irrevocably submit to the non exclusive jurisdiction of the Courts of Queensland, Australia.
50. If any provision of these terms is found to be invalid or unenforceable by a court of law, such invalidity or unenforceability will not affect the remainder of this agreement, which will continue in full force and effect.
51. If you access the Site in a jurisdiction other than Queensland, Australia, you are responsible for compliance with the laws of that jurisdiction, to the extent that they apply. VWC makes no representations that the content of the Site complies with the laws of any country outside Australia.
52. If any part of these terms are found to be void, invalid, unlawful or unenforceable then that provision or part will be deemed to be severed from these terms and the remaining terms and provisions of these terms will remain in force and constitute the agreement between you and VWC.
53. The failure by VWC to exercise or enforce any right or provision under these terms will not constitute a waiver of such right or provision. Any waiver of any provision under these terms will only be effective if it is in writing and signed by VWC.