**TERMS AND CONDITIONS**

**Terms of Use**

The information contained within this document relates to the Botanical Elixir online store, trading under Botanical Elixir PTY LTD.

The Terms of Trade relevant to our other regions can be found in the footer of our international web stores. These can be accessed by selecting 'Shop Online' in the main menu, and choosing your region from the list that appears below.

Botanical Elixir is the trading name for Botanical Elixir Pty Ltd (referred to in these terms and conditions as Botanical Elixir).

**Disclaimer**

The content of this website is general and is provided for information purposes only.  The material on this website is not and should not be regarded as advice, including legal or medical advice.  To the fullest extent permitted by law, Botanical Elixir does not give any express or implied warranties and makes no representations in relation to this website.  In particular, while reasonable care is taken in its preparation, Botanical Elixir does not guarantee or warrant the accuracy, reliability, completeness or currency of the information on this website or its usefulness in achieving any purpose. Information on this website should not be used without validating that information from appropriate sources and obtaining professional advice where it is prudent to do so.  You should make and rely upon your own assessments and enquires to verify the accuracy of the information provided.

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**Third Party Websites**

Botanical Elixir may include links on this website to websites owned by other parties. Botanical Elixir is not in any way responsible for the material contained on these sites, nor is Botanical Elixir responsible for the availability of these sites. Botanical Elixir does not endorse and is not responsible or liable for any content, including advertising or products offered on these sites, nor is Botanical Elixir responsible for any damage, offence or loss caused as the result of visiting these websites.

Botanical Elixir recommends that before you visit any website you check that your computer is running up-to-date virus checking software.

**Terms of Trade**

If you purchase any products via this website, you must agree to Botanical Elixir's Terms of Trade (see Shipping and Shopping).

**Privacy**

Personal information provided to Botanical Elixir via this website will be handled in accordance our Privacy Policy.

**Security**

Botanical Elixir 's credit card transactions are fulfilled by a banking institution authorised under the laws applicable to this website. When collecting credit card information for online purchases, Botanical Elixir offers secured server transactions that encrypt your information in transit to prevent others from accessing it. All information is stored on a secure server. Your credit card details are encrypted and then removed from our system once your order has been dispatched.

Although Botanical Elixir engages all reasonable efforts to safeguard the security of your information, transmissions made on or through the internet cannot be guaranteed to be entirely secure. Please contact your financial institution immediately if you become aware of unauthorised use of your account.

You will need to register to use certain parts of this website. When registering, you will be required to nominate a username and password. You must keep this username and password safe and must not disclose this information to any third party. If you become aware of unauthorised use of your account, please notify us immediately.

**Cookies**

If your web browser is set up to accept cookies, a cookie will be stored on your hard drive when you visit Botanical Elixir's website. Cookies allow Botanical Elixir to collect information about your computer, which may include your IP address (a number assigned to your computer when you register with an Internet Service Provider), type of browser, operating system, domain name, and the details of any website which has referred you to this website. Botanical Elixir uses cookies to track and collect information about which parts of Botanical Elixir's site and newsletter (including links to other websites) are being visited by you.

Cookies also allow Botanical Elixir to recognise your computer while you are on Botanical Elixir's site, and to send you to the country of origin and language you selected on your first visit to Botanical Elixir's site. This information is used to maintain the quality of our service and to provide tracking and statistics regarding the use of our website.

If you would rather not have this information stored on your computer, you can configure your browser so it does not accept cookies. However, if you disable cookies you may not be able to access all parts of this website, including the purchase section.

**General**

Botanical Elixir may vary these terms and conditions at any time by publishing a revised version of the terms and conditions on this website.

The law applicable to this website is the law of the State of New South Wales, Australia.

**Shipping and Shopping**

The information contained within this document relates to the Botanical Elixir online store, trading under Botanical Elixir PTY LTD.

The Terms of Trade can be accessed by on our website under Frequently Asked Questions.

Please read these Terms of Trade carefully as they contain important information including warranty disclaimers and limitations of liability.

**Definitions and Application**

1. In these Terms of Trade, "Botanical Elixir " means Botanical Elixir Pty Ltd. (ABN 51 143 153 271) trading as Botanical Elixir, 'you' means the organisation or individual who is ordering product on the website, and the "Products" means the Botanical Elixir products which may be ordered on the website.

2. These Terms of Trade apply to any purchase of any Products by you from this website which are delivered in Australia or New Zealand.

**Shipping fee**

The shipping fee will be:

1. where the Order is to be delivered to Australian address:

a. free of charge where the Product Subtotal is AUD150 or greater

b. AUD10 where the Product Subtotal is less than AUD150.

2. NZ20 where the Order is to be delivered to a New Zealand address:

a. AUD20 where the Product Subtotal is AUD 150 or greater.

b. AUD20 where the Product Subtotal is less than AUD 150.

**Delivery**

The Delivery time will be:

1. Where the Order is to be delivered to an Australian address, Botanical Elixir will:

a. use reasonable endeavours to deliver the Order within 10 working days (Monday-Friday excluding official public holidays) from the date

the Order was submitted by you; and

b. send the Order by courier where the Order is to be delivered to a street address or by Australia Post where the Order is to be delivered

to a PO Box.

2. Where the Order is to be delivered to a New Zealand address, Botanical Elixir will:

a. use reasonable endeavours to deliver the Order within 10 working days from the date the Order was submitted by you; and

b. send the Order by registered mail.

3. You will be required for sign for all deliveries made by Australia Post registered mail and couriers.

Please note Botanical Elixir Online is currently unable to support time slot delivery.

**Orders**

1. To submit an order for Products (Order), you must:

a. create an account with Botanical Elixir on this website by registering your details and creating an username and password; and

b. complete and submit the online order through your Botanical Elixir account.

2. Botanical Elixir reserves the right to refuse any Order. In such case, Botanical Elixir will notify you as soon as reasonably practicable and refund to you any payment in full.

3. All products ordered are for personal use and gifting only. They must not be resold in any form or any place; Botanical Elixir reserves the right to take legal action against unauthorised and unofficial sale of goods.

**Prices and Payment**

1. All prices on the website are in Australian dollars and are inclusive of GST. Prices are subject to change without notice.

2. The amount payable to Botanical Elixir for an Order (Order Amount) will be the total of the following amounts:

a. except for New Zealand, the sum of the price of each Product ordered as indicated on the website at the time of submitting the Order (Product Subtotal);

b. the cost of delivery determined in accordance with Delivery stated above, and

c. the sum of any other fees which Botanical Elixir levies from time to time and which you have agreed to pay by providing your electronic consent (e.g. subscription fees).

3. Where the Order is to be delivered to a New Zealand address, the amount of GST will be deducted from the price of each Product ordered.

4. You must pay the Order Amount by credit card at the time of submitting the Order. Botanical Elixir accepts Visa, Mastercard, AMEX and PayPal.

5. Where the Order is to be delivered to a New Zealand address, you may need to pay customs charges to the New Zealand government in addition to the Order Amount. While Botanical Elixir provides no advice on what these charges may be, to help you understand the possible custom charges that you may incur you may wish to visit www.customs.govt.nz.

**Liability**

1. Without limiting Botanical Elixir’s legal rights arising from any failure by you to make a payment in accordance with these Terms of Trade, Botanical Elixir reserves the right, in its absolute discretion, to take any of the following actions against you if you fail to make such a payment:

a. withhold supply and dispose of the Products requested in the Order, and/or

b. refuse to deal further with you, and Botanical Elixir will not be liable to you for any loss or damage directly or indirectly resulting from any such action.

2. Subject to clauses 8.2 and 8.3 and to the fullest extent permitted by law, the Products are sold and information is rendered to you on the understanding that you have sole responsibility for determining the suitability of the Products for the purposes for which you intend to use them.

3. Subject to the following "No Warranty" clauses and to the fullest extent permitted by law, the liability of Botanical Elixir for any loss or damage suffered by you as a result of Botanical Elixir breaching its obligations under these Terms of Trade or other tortious duty (including arising by reason of defects in the Products) is limited to a refund or replacement of the relevant Products.

**No Warranty**

1. Subject to the following clauses and to the fullest extent permitted by law, Botanical Elixir gives no warranty in respect of the Products.

2. For consumers the Products come with non-excludable warranties and guarantees under consumer protection legislation, such as that Botanical Elixir is the rightful owner, the Products are reasonably fit for their usual purpose, are of acceptable quality, and match any description or sample. If Botanical Elixir breaches any of these non-excludable warranties or guarantees, you are entitled, at your option, to a refund or replacement of the relevant Products, and to compensation for any reasonable foreseeable loss.

3. You may also have express rights of action against Botanical Elixir under consumer protection legislation if Botanical Elixir supplied defective Products to you that cause you injury, loss or damage.

**Refunds and Returns**

Only items purchased on the Botanical Elixir website can be returned to botanicalelixir.com.au for refund or exchange. Items purchased from a specialty retailer or elsewhere must be returned to their original point of purchase.

Should you make an error when ordering online, Botanical Elixir will gladly exchange your item for the item you intended to purchase. The returned item must be unopened and in its original saleable condition. You are responsible for the shipping and additional postage charges.

In the unfortunate event that you react to a product, you have the option of exchanging or refunding it. All items must be returned to:

Botanical Elixir

Rear 2/125 Vincent Street

Cessnock NSW 2325

Australia

The customer is responsible for the shipping costs incurred when sending the items back to Botanical Elixir. In Australia, the shipping charge of AUD10 will be payable if the subsequent refund reduces the original order amount to below the free shipping threshold of AUD150.

Should an item be damaged while it is being shipped to you by us, Botanical Elixir will provide you with a full refund or exchange. Return postage will be reimbursed in case of damaged, defective or incorrectly sent items and a reimbursement will be issued in the original form of payment.

In all cases, original proof of purchase must be provided and products must be returned within 14 days of

receipt for Botanical Elixir to process any refund or exchange. Please telephone 02 4990 1918 or email to botanicalelixir@outlook.com.au in advance of your intentions to return or exchange a product, so that Botanical Elixir’s staff can assist you with a smooth transaction.

Please retain your postal receipt from the provider until you are certain your parcel has been safely received by Botanical Elixir. We may need to see this if we fail to receive your package.

We will do our best to process returns within 5 business days of receipt and a reimbursement will be issued in the original form of payment.

**Force Majeure**

If Botanical Elixir is delayed or hindered in or prevented from performing any of its obligations under any Order by reason of any event or circumstance beyond its reasonable control, Botanical Elixir will have no liability to you in respect of such non-performance and the time for performing the same will be extended until the event or circumstance has ceased.

**GST**

1. Where Botanical Elixir makes a Taxable Supply to you under or in connection with these Terms of Trade or in connection with any matter or thing occurring under these Terms of Trade and the consideration otherwise payable for the Taxable Supply does not include GST, Botanical Elixir will be entitled, in addition to any other consideration recoverable in respect of the Taxable Supply, to recover from you the amount of any GST on the Taxable Supply.

2. In these Terms of Trade, 'GST' means the tax payable on Taxable Supplies under the GST Legislation, 'GST Legislation' means the A New Tax System (Goods and Services Tax) Act 1999 (Cth) and any related Act imposing such tax or legislation that is enacted to validate, recapture or recoup such tax and 'Taxable Supply' has the meaning given to it in the GST Legislation.

**General**

1. If any provision of these terms is found by a court of competent jurisdiction to be invalid, such term shall be severed and the remaining terms shall be unaffected (in this instance the parties shall use reasonable endeavours to negotiate a suitable substitute provision).

2. Subject to clauses 8.2 and 8.3 and to the fullest extent permitted by law, these Terms of Trade together with the Order (as accepted by Botanical Elixir), the Legal Notice on the website and Botanical Elixir's Privacy Policy constitute the whole agreement between the parties and supersede all prior discussions and agreements between them.

3. Orders and these Terms of Trade will be governed by the law applying in the State of New South Wales Australia, and the parties irrevocably submit to the non-exclusive jurisdiction of the courts of Victoria, and the courts complement to determine appeals from those courts, with respect to any proceedings that may be brought at any time in relation to these Terms of Trade.

The information contained within this document relates to the Botanical Elixir online store, trading under Botanical Elixir PTY LTD.

The Terms of Trade and Frequently Asked Questions on our website under Frequently Asked Questions.

Please read these Terms of Trade carefully as they contain important information including warranty disclaimers and limitations of liability.