



TERMS AND CONDITIONS

In these Terms and Conditions ("Terms"), ("Barkly Homestead", "We", "Ours" and "Us") means Barkly Trading Pty Ltd A.C.N 646 708 232 and "You" or "Your" means you whether in your personal capacity or as an authorised representative on behalf of another person, business or entity ("the Parties").

1. Definitions

1.1 In these Terms, the following definitions apply unless the context requires otherwise:

- 1.1.1 **Business Day** means a day that is not a Saturday, Sunday or a public holiday in the State in which the Products are provided;
- 1.1.2 **Force Majeure Event** means anything affecting Us that is outside of Our reasonable control, including but not limited to fire, storm or other extreme weather event, flood, earthquake, epidemic, pandemic including COVID-19 and SARS-CoV-2 variants, war, invasion, terrorism, civil commotion, blockade or embargo, labour dispute, labour shortage, failure or delay in transportation or supply, or any law, order, proclamation, regulation, ordinance, demand, requisition or requirement or any other act of any government authority;
- 1.1.3 **Personal Information** has the meaning described in the *Privacy Act 1988* (Cth);
- 1.1.4 **Policies** means the policies of Ours with respect to the providing of accommodation, hospitality and food services; and
- 1.1.5 **Products** means the goods and services listed on Our Website from time to time including but not limited to hospitality, accommodation, food services and other products advertised by Barkly Trading from time to time;
- 1.1.6 **Terms** means these Terms and Conditions of trade, including those additional terms and conditions and policies referenced herein and/or available by hyperlink;
- 1.1.7 **Website** means the website <https://www.barklyhomestead.com.au/>

2. Amendments to Terms of Use

2.1. We reserve the right to amend these Terms of Use from time to time. Amendments will be effective immediately upon notification on Our Website. Your continued use of the Website following such notification will represent an agreement by You to be bound by the terms and conditions as amended.

3. Linked Sites

3.1. This Website may contain links to other websites (**Linked Sites**), which are not operated by Us. We do not have any control over the Linked Sites, and we accept no responsibility for

them or for any loss or damage that may arise from Your use of them. Your use of the Linked Sites will be subject to the Terms of Use and service contained within each such site.

4. Your acceptance

- 4.1. You accept these Terms (whether in Your personal capacity or as an authorised representative on behalf of another person, business or entity) where You agree by way of email to Us, by purchasing our Products and/or by using this site including without limitation to users who are browsers, vendors, customers, merchants, and/or contributors of content.

5. Warranties

- 5.1. You warrant and covenant to Us that:
 - 5.1.1. all details and information which You provide to Us are true and correct; and
 - 5.1.2. You will not interfere with or impede the provision of Products by Barkly Trading to you or other third parties.

6. Termination

- 6.1 The obligations and liabilities of the Parties incurred prior to the termination date shall survive the termination of these Terms for all purposes. These Terms are effective unless and until terminated by either you or Us. You may terminate these Terms at any time by notifying Us that you no longer wish to use Our Products, or when you cease using our Products. If in our sole judgment you fail, or we suspect that you have failed, to comply with any term of provision of these Terms, we also may terminate our agreement with you at any time without notice and you will remain liable for all amounts due up to and including the date of termination; and/or accordingly may deny you access to our Products (or any part thereof).
- 6.2 On termination, we are discharged from any further obligations under this Agreement.
- 6.3 The obligations or liabilities of the Parties incurred prior to the termination date shall survive the termination of this agreement for all purposes.

7. Confidential Information

- 7.1 A party may only disclose Confidential Information:
 - 7.1.1 if the information is in the public domain at the date of these Terms or subsequently becomes in the public domain (other than as a result of a breach of a confidentiality obligation of a party under these Terms or any other obligation of confidence);
 - 7.1.2 if the information is required by law or a regulatory body; or
 - 7.1.3 to any other person who must know for the purposes of these Terms on the premise that the person keeps the information confidential.

8. Accuracy, Completeness and Timeless of Information

- 8.1 We are not responsible if information made available on this site is not accurate, complete or current. The material on this site is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete or more timely sources of information. Any reliance on the material on this site is at Your own risk.

9. Accuracy of Billing and Account Information

- 9.1 We reserve the right to refuse any order You place with Us. We may, in Our sole discretion, limit or cancel any purchase of Yours. These restrictions may include orders placed by or under the same credit card, and/or orders that use the same billing and/or shipping address. In the event that We make a change to or cancel an order, We may attempt to notify You by contacting the e-mail and/or billing address/phone number provided at the time the order was made. We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers or distributors.
- 9.2 You agree to provide current, complete and accurate purchase and account information for all purchases made on Our website. You agree to promptly update your account and other information, including Your email address and credit card numbers and expiration dates, so

10. Modifications to the Service and Prices

- 10.1 Prices for Our Products are subject to change without notice. We reserve the right at any time to modify or discontinue the supply or price of a specific product without notice to You at any time.
- 10.2 We shall not be liable to You or to any third-party for any modification, price change, suspension or discontinuance of the Products.

11. Privacy

- 11.1 Any personal information disclosed by You to Barkly Trading is subject to and will be handled in accordance with the *Privacy Act 1988* (Cth) ("Privacy Act") and the National Privacy Principles.
- 11.2 Your submission of personal information through Our site is governed by Clause 11.1. By using this Website You warrant that all data provided by You is accurate.

12. Limitation of Liability

- 12.1 We shall not be bound by any other covenants, representations or warranties other than those specified in these Terms.

- 12.2 While Barkly Trading does not purport to limit or otherwise affect the operation of State and Federal laws in Australia, you agree not to hold Barkly Trading liable for any loss, damage or expense incurred (on either an express or an implied basis) from or by the acts or omissions of Barkly Trading, its employees, agents or solicitors whilst Barkly Trading acts in accordance with these Terms.
- 12.3 To the extent that certain laws cannot be excluded, restricted or modified, these Terms must be read subject to any such laws. If such laws apply, then to the extent that Barkly Trading is entitled to do so, its liability shall be limited, at its discretion, to:
- 12.3.1 the supplying of the Products; or
 - 12.3.2 the payment of the cost of having the Products supplied.

13. Indemnity

- 13.1 You will indemnify Us and Our employees against all losses, damages, expenses and costs (on a full indemnity basis) that We or Our employees may sustain or incur as a result, whether directly or indirectly, of:
- 13.1.1 any breach by You of this Agreement;
 - 13.1.2 any misleading, false or insufficient details being supplied by You;
 - 13.1.3 any negligence or willful misconduct by You; and
 - 13.1.4 any third party claim, except third party claims arising out of or relating to Our negligence, or Our breach of these Terms.
- 13.2 You agree that all chattels found on the Property remain the property of Us and are not to be removed except with Our express consent. You agree that any materially damaged, stolen or otherwise Property will fall within the remit of Clause 13.1, and We will be entitled to recover any losses, damages, expenses and/or costs accordingly.

14. Severability

- 14.1 Each of these Terms are severable from the others and severance of a term will not affect any other term.

15. Jurisdiction and law

- 15.1 Unless otherwise agreed in writing by us, at our sole selection, the Courts of any State or Territory in Australia will have exclusive jurisdiction in relation to all matters whatsoever concerning these Terms. You irrevocably waive any objection to the venue selected by us in relation to any legal proceedings concerning these Terms. The laws of the State or Territory chosen by us for any such legal proceedings, will govern these Terms.

16. Contact Information

- 16.1 You may contact us at (08) 8964 4549 or barkly.homestead@bigpond.com