

## **Terms and Conditions - Website, Events, Functions, Services and Shop**

### **Acceptance of the Terms**

By accessing, browsing and/or using this website [www.mogendoura.com.au](http://www.mogendoura.com.au) you hereby agree that you have read, agree with and understand the following terms and conditions.

### **Liability**

It is a condition of the person/s accessing, browsing and/or using the Mogendoura Farm website, that You accept that We will not be liable under any circumstances for any action you take relying on the information on this website or using any event, function or service which is accessible using this Website.

You expressly agree that your use of the Mogendoura Farm Website or using any event, function or service is at your own risk. The contents of the website and any linked sites are provided for information purposes and convenience only and are not intended as professional advice.

Mogendoura Farm excludes all liability whether in contract, tort (including liability for negligence) or otherwise for the accuracy, suitability, quality or completeness of any content or goods and services, available on or through using this website.

Mogendoura Farm makes no warranties that the website and any linked sites are free of infection by computer viruses or other contaminations and accept no responsibility for any such viruses or other contaminations.

### **Indemnity**

You agree to indemnify Mogendoura Farm, its affiliates, employees, agents, contributors, third party providers and licensors from and against all actions, claims, demands, liabilities, suits, costs, expenses, loss and damage (including legal fees on a full indemnity basis) incurred, suffered or arising out of or in connection with, directly or indirectly, your use of the Website, products or services subsequently purchased and/or breach of these Terms.

We shall not be liable for any indirect, incidental, special, exemplary, equitable, punitive or consequential damages, including for lost profits, lost data, personal injury, death or property damage related to or in connection with or otherwise resulting from your use of, access to or inability to access or use of Mogendoura Farm, regardless of any negligence (either by act or omission) by us, agents, employees or representatives, even if we have been advised of the possibility of such damages.

You acknowledge and agree that you will indemnify us against any claims, liability, loss, damages, costs or expenses (including legal costs) in connection with visiting Mogendoura Farm and/or as a result of or in connection with any breaches by you of these Terms and Conditions.

### **Accuracy**

Mogendoura Farm attempts to ensure that the contents of the website and online shop are accurate and current at the time of publishing. Prices and charges displayed on the Website are current at the time of display and are subject to variation without notice. We attempt to be

accurate as possible with our descriptions and information. However, we are unable to warrant that product descriptions or other content of the website is accurate, complete, reliable or error free.

### **Invalidity**

If any part of this agreement is deemed invalid, that part will be severed from this agreement and the remainder of this agreement will continue to be valid and enforceable.

### **Termination of Contract**

You acknowledge and agree that these Terms and your access to the Website may be terminated at any time without notice for any reason, including, without limitation, if we believe that you have violated or acted inconsistently with the letter or spirit of these Terms. Mogendoura Farm will not be liable to you or any third party for any termination of your access to this Website.

### **Copyright**

No material from this website may be reproduced, broadcast, communicated or copied (other than as defined in the Australian Copyright Act 1968) without first obtaining permission from us.

We reserve the right to vary, review and change any of the terms and conditions by updating this page at our sole discretion. Any changes to the terms and conditions take immediate effect from the date of their publication. A copy of our current Terms and Conditions is displayed on the website at all times.

### **Booking Terms and Conditions - Events, functions, services or products**

By booking through our website to visit Mogendoura Farm, You [“You”, members of “Your Party”] are agreeing to the terms and conditions set out below and they will form the contract between us. You may also additionally accept the Terms by clicking/ selecting the box to accept or agree to the Terms where this option is made available when booking. You are responsible for any other person you are booking on behalf of, shall also comply with these Terms and conditions “Your Party”.

### **Payment**

All prices are quoted in Australian dollars inclusive of GST (unless where expressly stated otherwise) and are subject to change at any time.

Any changes to prices made after purchasing and confirmation will not affect your booking. All payments must be made in full at the time of completing the registration form and in any event prior to the date of the visit to the property.

A credit card fee may apply to credit card transactions.

Credit card payments are processed using a secure, third-party payment gateway service called Stripe. Credit card details are encrypted and cannot be accessed by us.

### **Cancellations and refunds**

Please advise cancellations by email at the earliest opportunity in order to access a refund.

**CHECK WORDING FOR CANCELLATIONS: Cancellations to bookings must be made at least thirty (30) days prior to the visiting date for a full refund.**

Bookings that are cancelled between thirty (30) and fourteen (14) days prior to the visiting date will forfeit 50% of the total cost.

Bookings that are cancelled within fourteen (14) days of visiting date, if you fail to contact us in writing, or attend, are non-refundable.

We can not refund, credit card, or third-party fees and payments.

If in the unlikely event that we need to cancel a booking, dependent on the situation the booking will be postponed (and a credit given) to a future event, or a refund provided within a reasonable time frame.

### **Privacy**

Your privacy is taken seriously by Mogendoura Farm and any information provided through your use of the Website and/or subsequent booking or purchase is subject to our Privacy Policy, which is available on the website.

### **Contact details**

Mogendoura Farm as farmstay accommodation provider, events, workshop and function venue, website and on-line shop is trading and operated by Mogendoura Farm Pty Ltd (ABN: 61 150 738 604).

Address: 189 Hawdons Road Mogendoura NSW 2537

Email: [emmalips@activ8.net.au](mailto:emmalips@activ8.net.au)

Mob: 0412468921

**We may at any time revise these Terms and Conditions by updating this notice. Last updated May 2023**