

# Terms and Conditions

We warrant to the extent of the purchase price that our seed be of the variety and quantity (within reasonable tolerances) advertised and to be in reasonable condition. This is the sole warranty; we make no other, express or implied. All other information provided by us including: cultural advice, treatments, images and descriptions are provided in good faith as approximations. Significant variations may occur due to climate, location, cultural conditions and other factors beyond our control.

Seed is a live product, germination depends on many factors including but not limited to: temperature, moisture, growing medium, light, pest and disease and other environmental conditions. These factors are totally out of our control and are the buyer's responsibility and risk. Consequently, we cannot unconditionally guarantee seed to perform properly regardless of growing conditions, storage and the buyer's methods.

**EXCLUSION OF LIABILITY:** No warranty, either express or implied, is given in relation to the goods and any liability arising out of or in respect of the supply, re-supply, use, re-use, or safety of the goods, howsoever arising, and including any liability the Supplier may otherwise have had by virtue of any representation, warranty, condition or term, whether express or implied by law or custom and whether for consequential loss, loss of profits or contracts, or loss of use or for any direct, indirect or consequential loss (including any liability in relation to the resultant crop) or otherwise is hereby excluded.

All information provided by Living Green and Feeling Seedy including but not limited to: cultural advice, treatments, images and descriptions are provided "as is" and in good faith. The information is for general information purposes only; while we endeavour to keep the information up to date and correct, we make no representations or warranties of any kind, express or implied, about the completeness, accuracy, reliability, suitability or availability with respect to the website or the information, products, services, or related graphics contained on the website for any purpose. Any reliance you place on such information is therefore strictly at your own risk. In no event will we be liable for any loss or damage including without limitation, indirect or consequential loss or damage, or any loss or damage whatsoever arising from loss of data or profits arising out of, or in connection with, the use of this website.

**QUARANTINE:** Due to Quarantine restrictions some of our products are not allowed to certain regions; these are all marked in the item descriptions. (eg NOT TO WA OR TAS) If you accidentally purchase a product that is restricted in your state, we will remove it from your order and provide you with a refund. If applicable, the remainder of your order will be processed.

**PRICES:** All prices are in Australian dollars and are GST inclusive where applicable.

**SEED COUNTS:** Seed counts are approximate and provided as a guide only. Seeds are measured by volume or weight.

**SEED USE:** Our seeds are to be used for propagation only. Any reference to edible seed refers to the resultant crop only.

**ORDER ACCEPTANCE:** All orders placed through this website are subject to confirmation and acceptance. Living Green and Feeling Seedy reserve the right to refuse service to anyone or cancel any order at any time. We will indicate the acceptance of an order by processing and shipping the ordered items to you.

**PAYMENT:** We accept the payment methods indicated on our postage and payment page only.

**CANCELLING ORDERS:** Please choose your products carefully and review your order before making payment. Once payment has been made it is not possible to cancel an order. Our Seedy Subscriptions may be cancelled at any time by the member either by contacting Living Green and Feeling Seedy by email at [jazz@livinggreenandfeelingseedy.com](mailto:jazz@livinggreenandfeelingseedy.com) or through 'Manage my Subscription' within the customers membership account.

Prepaid yearly subscriptions may be cancelled at anytime but are not refundable unless the request for refund is received before the first Seasonal Seedy Parcel is dispatched (first week of the month of March, June, September, December).

**AVAILABILITY:** We aim to keep our inventory as accurate as possible. However, we are humans and errors may occur and we may not be able to fulfil an order. In this instance we will refund the customers for any omitted items and process the remainder of the order if applicable or offer a different seed variety to send in place of the item that is unavailable (of the customer's choice).

**CUSTOMER INFORMATION:** During the checkout process, customers are required to provide us with information necessary to process an order such as name, shipping address and email address. Please make sure the information you submit is correct as we will not be held responsible for any errors or lost orders that occur due to incorrect information.

**DELIVERY:** We will process your order as quickly as possible, we generally have a one to three business day handling period. Payment must be cleared before the goods are dispatched. We use a variety of delivery services including Australia Post to deliver our orders; for this reason, we cannot guarantee a delivery time frame. Living Green and Feeling Seedy will not be held responsible for shipping delays, quarantine impoundments or lost or stolen items as we have no control once the item has left our premises. Unfortunately, we do not know all quarantine restriction that may be applicable to your country or state therefore all orders are shipped on the understanding that Living Green and Feeling Seedy has no control over any restrictions whatsoever and this responsibility is held with the purchaser. It is the purchaser's responsibility to ensure that they are fully aware of the conditions prior to ordering goods. Anyone at the delivery address who receives the goods will be presumed by us to be authorised to receive the goods. All orders are sent with tracked postage.

**INTERNATIONAL ORDERS:** **We have suspended all international shipping and only supply seeds to addresses within Australia.**

All orders will be processed in Australian dollars. Delivery charges do not include any applicable importation charges, taxes and duties by customs in the country where the order is to be delivered. If applicable you are responsible for such taxes and duties

**REFUNDS:** We do not give refunds on seeds due to their perishable nature if the customer simply changes their mind or makes a wrong decision. Living Green and Feeling Seedy make every effort to supply premium quality seeds and products with the correct labelling and identification. No warranty is given regarding the identity, germination or productiveness of the seeds that we offer.

All goods we sell must be of acceptable quality and fit for the purpose they are sold for. If we fail to meet any of these requirements, we will happily provide you with a replacement or refund. Refunds are available for defective items, damaged items or for orders incomplete or with incorrect items. We are not required to give refunds under any other circumstances and all refunds/exchanges/returns/store credit are at the discretion of the Living Green and Feeling Seedy team.

**SUBSCRIPTIONS:** When a customer subscribes with Living Green and Feeling Seedy, the customer is agreeing to join our mailing list. The customer agrees to receive Newsletters, Blog Posts containing but not limited to, new product listings or promotional sales by email.

**GUARANTEE:** We guarantee all our seed as being fresh and of the highest quality available, however we cannot replace seed that does not germinate as we have no control over how the seed was planted or the climatic and environmental conditions they are planted in.

Should your seeds not germinate, we are happy to conduct a germination test of the seeds that were supplied at our premises. Should the test fail to produce acceptable results we will either source fresh seeds for you or refund the purchase price.