

WEBSITE TERMS OF USE

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If you continue to browse and use this website you are agreeing to comply with and be bound by the following terms of use, which together with our privacy policy govern WHOLESAL HORTICULTURAL GROUP's relationship with you in relation to this website. By using this website, you consent to the processing of your personal information as described therein and warrant that all data provided by you is accurate. If you do not agree to be bound by these terms of use, then please immediately discontinue your use of our website.

The term 'WHOLESAL HORTICULTURAL GROUP Pty Ltd' (**WHG**) or 'us' or 'we' refers to the owner of the website whose registered office is 3 Legacy Rd., Epping VIC 3076. Our company registration number is ACN 634 375 394 in the state of Victoria. The term 'you' refers to the user or viewer of our website.

We may amend these terms of use from time to time without notice. Any amendment will be effective immediately upon being posted on this website. Your continued use of this website after any amendment becomes effective will constitute your agreement to be bound by these terms of use, as amended.

The use of this website is subject to the following terms of use:

Purchase of Goods

1. All purchases are subject to our Terms and Conditions available here [Terms and Conditions](#)

Privacy

2. We may collect, use, store, record and transmit your personal information entered on this website. For further details, our Privacy Policy sets out how we will use your personal information and can be found at [Privacy Policy](#). Your continued use of the website and the provision of your personal information constitutes your approval for us to deal with your personal information in accordance with these terms of use and the Privacy Policy.

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13. We will use reasonable endeavours to ensure that the website is available continuously, however we do not guarantee that access to the website will be continuous or uninterrupted.

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Spam

23. Any publication of our e-mail address on this website is to facilitate communications relating to the goods and services supplied by us. It must not be inferred as consent by us to receive unsolicited commercial electronic messages.

Access to password protected / secure areas

24. The access and use of password protected/secure areas on the website is restricted to authorised users only. Any unauthorised attempt to access these areas of the website may be subject to prosecution.

Miscellaneous

25. By accessing and using this website, you agree to submit to the exclusive jurisdiction of the Courts of the State of Victoria, Australia / the Courts of New Zealand. If you access this website from other jurisdictions, you are additionally responsible for compliance with local laws.
26. If a provision (or part of it) is held to be unenforceable or invalid, then it must be interpreted as narrowly as necessary to allow it to be enforceable or valid.
27. If a provision (or part of it) cannot be read down, then the provision (or part of it) must be severed from this Agreement and the remaining provisions (and remaining part of the provision) are valid and enforceable.
28. A party may exercise its rights at any time and does not waive those even if that party previously waived a breach or default of all or part of the same or other provisions or delayed or omitted to exercise its rights.
29. A waiver is only effective if it is signed by the party granting the waiver and only to the extent set out in the waiver.