

**Butterfly Releases - Terms and Conditions of Sale
Orders**

1. Fulfilment of butterfly orders is subject to availability of butterflies. For breeding purposes orders are required 6 weeks before the date of your event. Although to ensure availability of butterflies and to secure a particular date in our breeding schedule, as much notice as possible is recommended.
2. Your order should be made on our Order Form and contain all the details requested.
3. We will confirm acceptance of your order, and receipt of payment, in writing.

Payment

4. A deposit of 50% of your order total must be paid at the time of ordering (unless order total is under \$250 – see note 5). Full payment with order will be accepted, if preferred. The balance outstanding of your order total must be paid at least 14 days prior to delivery. In the event that the balance of your order total is not received 14 days prior to delivery, your order is deemed to be cancelled and your deposit will be forfeited.
5. For order totals under \$250 - full payment of your order total is required at the time of ordering, your payment will be treated as a 100% deposit and subject to our cancellations and refund policies set out in notes 7 –11.
6. We accept payment by cheque, money order or credit card. A 3% Bank fee will be applied to amounts paid by Credit Card. If paying by cheque, your order will be confirmed when the proceeds are cleared by the bank. If paying by credit card, you may authorise us at the time of ordering to charge your credit card for both the deposit and the balance of your order.

Cancellations and Refunds

7. You will forfeit your deposit if you cancel your order within 6 weeks of delivery. To cancel your order – write, email or fax us.
8. Deposits, less a 10% administration fee, will be refunded if you cancel your order with more than 6 weeks notice prior to delivery.
9. We will confirm cancellation of your order and your entitlement (if any) to a refund in writing.
10. Any refund entitlements will be paid in the same manner in which you paid us.
11. Butterfly Brilliance Pty Ltd reserves the right to cancel orders at any time at its absolute discretion. In the event your order is cancelled by Butterfly Brilliance Pty Ltd you will be entitled to a full refund.
12. There will be no entitlement to a refund in the event of bad weather. Note: Butterflies should not be released in heavy rain or strong winds ~ our instructions contain details of what to do in the event of inclement weather. We do not guarantee an effective butterfly release if our instructions are not followed.

Delivery

13. You are responsible for ensuring the personal acceptance of the delivery of your butterflies. We will not permit delivery of butterflies to an unattended address. Delivery of the butterflies will require a signature. If a delivery address is unattended, for the welfare of the butterflies they will be returned to us. In this event there will be no entitlement to a refund.
14. To ensure all our butterflies arrive healthy and ready to fly, they are individually hand fed and exercised prior to being placed into our specially designed packaging, the butterflies will then go into a natural state of rest. Casualties during transit are extremely rare, in the unlikely event your butterflies have been delivered to you suffering casualties please contact us immediately. Any expired butterflies are to be returned to Butterfly Brilliance at our expense for your entitlement to a refund.
15. Following delivery the care of your butterflies is your responsibility – care and handling instructions will be provided (see note 16 below).
16. In the event that there is a failure to deliver your order in time for your special event due to a delay during transit or otherwise, we will refund all monies that you have paid us (in the same manner in which you paid us). Butterfly Brilliance Pty Ltd will not be liable to you for any loss or damage in any amount greater than what you have paid us.

Miscellaneous

17. Butterfly Brilliance Pty Ltd will supply you with care and handling instructions for your butterflies. We will also supply you with instructions for your butterfly release. You must follow these instructions – we will not be responsible for any loss or damage (whether pecuniary or otherwise) if you fail to follow our instructions after delivery to you of your butterflies.
18. As we breed our butterflies in their natural environment the supply of butterflies is subject to natural events that may impact on their availability. In the event that Butterfly Brilliance Pty Ltd is unable to fulfil your butterfly order we will notify you with as much notice as possible and we will refund all monies that you have paid us (in the same manner in which you paid us). Butterfly Brilliance Pty Ltd will not be liable to you for any loss or damage in any amount greater than what you have paid us.
19. Butterfly Brilliance Pty Ltd will not be liable for any loss (whether pecuniary or otherwise) arising directly or indirectly from our supply to you of butterflies, equipment or otherwise.
20. Your privacy and its protection are important to us. Butterfly Brilliance Pty Ltd handles information collected in accordance with the National Privacy Principles ~ please visit our website for more information.