

# Terms and Conditions

Please read these Terms and Conditions carefully before using the <http://www.kateringathome.com.au> website operated by Katering Pty. Ltd ABN 573846194

Your access to and use of the Service is conditioned on your acceptance of and compliance with these Terms. These Terms apply to all visitors, users and others who access or use the Service.

By accessing or using our Service you agree to be bound by these Terms. If you disagree with any part of the Terms then you may not access the Service.

## 1. Orders:

By placing an order via our website, you are agreeing to all the terms and conditions as set out in our "Terms and Conditions" page. These pages explain the terms and conditions upon which Katering at home will supply you with products listed on our website.

After placing an order via our website, we will process your order and send you an email confirming that your order has been accepted and that payment for the same has been approved by your credit card provider. At the time when payment is approved, a valid and binding contract arises between you and Katering at Home for the provision of the products ordered.

Each time you place an order on the Website, it is accepted by us and payment is approved, a separate contract is formed. For each order accepted by us, we will supply the products to you in accordance with the terms and conditions as they appear on our Website at the time of the order being placed.

There are no recurring charges. Each time you wish to order, you need to select items from the menu on our Website and confirm that you agree for payment to be debited from the credit card details provided by you when setting up your account with us. You can update the credit card details in your account with us at any time to apply to future transactions, but not after a payment has been deducted for a specific order. We reserve the right to cancel your account with us at any time and to refuse further orders placed by you at our sole discretion.

## 2. Transfer of Rights and Obligations under Contract and Waiver

A contract between you and us becomes binding on each of us respectively at the time your order is accepted by us and will also be binding on each party's successors and permitted assigns. We reserve the right to transfer, assign or sub-contract our rights and obligations under that contract.

You must not transfer, assign or sub-contract your rights and obligations under that contract without our prior written consent, although your obligations under this contract will pass to your administrators or trustees should you die, lose capacity, become bankrupt or go into liquidation.

No waiver will arise if, at any time whilst there is a contract between us, we or our employees, sub-contractors, agents or permitted assigns fail to insist upon you performing any of your obligations under that contract, including pursuant to these terms and conditions or if we fail to exercise any of the rights and remedies we may be entitled to exercise from time to time in respect of any default by you. Waiver by us will only occur in relation to a contract between us if we give you express notice in writing of our agreement to waive specific rights we have in relation to a specific default or defaults by you. If we have waived our rights in respect of any default by you, this will not constitute a waiver in respect of any other or any subsequent defaults by you.

### **3. Purchases:**

All orders must be placed online via our website <http://kateringathome.com.au>

If you wish to purchase any product or service made available through Katering at home, you may be asked to supply certain information relevant to your Purchase including, without limitation, your contact details, address, a valid email address and credit card or PayPal account details to set up an account with us.

By opening an account with us and by placing orders on our Website, you are warranting that you are over 18 years of age, have legal capability to enter into binding contracts, and that your residential or business address is within our delivery area.

### **4. Prices:**

The prices which will apply to your order are as displayed on our Website at the time of placing your order. Product prices are displayed on our website and in your order include GST and any other applicable taxes.

We at Katering at Home are very concerned for your privacy. Personal information is only collected when you place an order, and used to fulfil that order. If you request it, we will email our weekly menu to you. We will not use your personal information in any other way.

### **5. Credit Card Details:**

The use of secure Sockets Layer software for the registration page encrypts your credit card number and registration details and then securely transmits them over the Internet. When you enter this secure part of our site you will see a padlock symbol on the lower toolbar on your browser screen to let you know the information is safe.

### **6. Cancellations and Refunds:**

You may cancel an order until 48 hours prior to the time selected for delivery of the order. We may or may not accept your cancellation request at our sole discretion after that time. If we accept your cancellation request, we will provide a full refund and delivery of any products you have ordered will not occur. All refunds will be made within 14 days of the date of acceptance of cancellation. This will usually be via the same payment method you used to place the order. If we do not accept your cancellation request, the products ordered will be delivered to the nominated delivery address provided by you at the time you placed the order. Once goods have been delivered to you, your order cannot be cancelled due to a change of mind.

If however there are defects in the goods, or the products provided are incorrect or otherwise do not match the description on the Website, we will refund the price of the product in full, any applicable delivery charges and any reasonable costs you may have incurred in returning the item to us in accordance with consumer protection legislation. In establishing that there are defects in a product (e.g. damaged or spoiled goods on delivered to you), we may require photographic evidence and/or a sample of the product.

If the goods that are delivered are not in accordance with your order, you may choose to either keep the incorrect product with no adjustment to the payment amount for the order, or reject the incorrect product, in which event we will refund you the price of the incorrect product/s or replace the incorrect product/s as you elect, and at our expense with no additional delivery charge.

If you reject a product or delivery because it is not in accordance with your order, we reserve the right to collect it back from you. If you are unable to or refuse to deliver up all rejected goods for return to us, we may refuse to refund all or part of the price paid for those goods so as to reasonably reflect the cost of the relevant products.

## **7. Food and Allergies:**

Except to the extent that a meal is expressly stated to be gluten free or vegetarian, we cannot guarantee that our meals will meet the requirements of those with intolerances, allergies or religious or cultural food requirements. It is your responsibility to check all the ingredients in any product listed on our Website menu before ordering that product and if all ingredients are not apparent, then to make your own further enquiries to us in that regard. Please note that our kitchen is not nut, gluten or dairy free and that trace amounts may or may not be present in any food produced on site.

## **8. Delivery:**

You must select a delivery address within our delivery area to be able to place an order.

When you place an order you must select a date window for us to deliver to you from the options on that page. Unfortunately we cannot guarantee an exact time for delivery, or being able to fulfil special delivery requests. We ask that you provide a contact phone number so that you can be contacted if any issues arise with your delivery.

Please ensure you give us detailed instructions on where our delivery person should leave the products that we deliver to you at the time you place your order. This should be a cool safe place. If no place is specified, we will leave your products at the front door. If an alternative place is specified, we will make all reasonable endeavours to comply with that request. If we cannot do so for reasons beyond our control (animals, locked gates, blocked access etc) we will attempt to contact you if you have provided us with telephone contact details to try to facilitate the deliver. If it is not possible for us to make the delivery, we may have to re-deliver the goods to you at a later time which may incur an additional \$25 charge.

You will become the owner of the goods at the time of delivery, which means that we cannot accept responsibility for goods that are damaged or missing after they have been delivered. It is your responsibility to ensure that correct delivery details are provided at the time of placing your order. We will not be liable for any delay, loss or damage to the products due to errors in the delivery details you provide.

We will deliver the products to the front door for the delivery address provided at the time you place your order. If you ask us to deliver to a suite or address that is inside a building and we accept your order with such an address, you are responsible for any damage to the goods, or any loss otherwise suffered by us beyond the front door. You must also assist us with any security arrangements or approvals required to be able to access the relevant address within the building such as entry codes for security gates.

All meals are delivered in cool boxes and unpacked by our delivery driver straight into your fridge and freezer. If no one is home your order will be placed at your front door or the main entrance of apartment buildings. If you cannot locate your cool box, we ask that you check all other possible access points to your house or building before contacting us. If you did not receive your delivery, please contact <http://www.kateringathome.com.au>

If we cannot access the relevant building or for any reason beyond our control we need to deliver the goods a second time, we will charge you an delivery fee.

## **9. Product Liability, Warranties and Indemnity**

Consumer law guarantees that the goods we provide will be of acceptable quality, be fit for a particular purpose, match their description that you will obtain title to the goods, and any other express warranties we make to you will be honoured.

Please be aware that the products displayed on the Website are indicative only. Many of our products are fresh products and may therefore vary slightly due to natural variation and seasonal availability. Images on the Website may not show the same shape or colour as the product delivered and are for illustrative purposes only.

The risk to the goods is passed to you immediately upon the delivery of the items to the delivery address. Title to the goods passes to you upon the later of either a) full payment being received by us

for your order including all delivery charges if applicable, or b) the delivery of the items to the delivery address.

To the extent permissible by law, our liability in contract, tort or any other area of law for any loss, damage or injury is limited and shall not exceed the price of the relevant product/s ordered by you. To the extent permissible by law, we shall not be liable for damage or loss of any kind caused directly or indirectly by your use of our Website, or by ordering or consuming our products and services. Notwithstanding any other term or condition, and to the extent permissible by law, you agree to indemnify us against all losses, claims and expenses caused, created or incurred directly or indirectly by you.

## **10. Terms regarding our website**

This clause applies insofar as the law permits. Whilst we have made all efforts to ensure that the information on the Website is correct and complete, we do not make any warranty of any kind as to the reliability of such information. No data transmission over the internet can be guaranteed as totally secure.. Once we receive your information however, we will comply with our privacy policy (see below). Our privacy policy relates to the collection of your personal information and when and how such information may be used and/or disclosed to other parties. Our Website may not be accessible at all times and service may occasionally be interrupted to accommodate updates and for reasons out of our control.

We do not warrant that there will be no errors, omissions, delays or losses of information attempted to be transmitted to us via the Website. We do not warrant that there will be no viruses or other destructive transmissions transmitted through our Website or that no damage will occur to your computer, phone or other electronic devices used to access our website. You must take your own precautions to reduce your own risk as to viruses and other forms of damaging computer code.

We may, from time to time, display links on our Website to other sites. These links are for convenience only. We do not make any warranty of any kind as to the security of those sites, the correctness of information on such sites nor will we be liable for any loss or damage sustained as a result of accessing such sites. The inclusion of any link on our Website does not imply any verification or endorsement of the site by us.

We do not accept responsibility for any loss or damage, however caused (including through negligence), which you may directly or indirectly suffer in relation to use or attempted use of our Website or any linked website.

## **11. Intellectual Property Rights**

We are the owner of all rights, title and interest in all material on the Website, including written material, graphics, and other content. That material shall at all times remain our exclusive property. All such rights are protected by law and reserved to us. You must not use any part of the contents of our website for any commercial purpose unless prior written consent or a formal license to do so is obtained from us. Comments posted on our Website must represent your fairly held opinions and must not be offensive or breach any laws. By commenting on our website you irrevocably authorise us to use that material for advertising or promotional purposes including publication on our Website, on social media sites, in print and by other media if we so choose.

## **12. Severability of provisions**

If anything contained within these terms and conditions or the terms of any contract to which we are a party is found to be void, unlawful, unenforceable or invalid, then that term or condition or the offending part thereof shall be severed from the remaining terms and conditions and shall not affect the validity and enforceability of any remaining terms and conditions.

### **13. Governing Law**

The laws of New South Wales, Australia govern the use of the Website and these terms and conditions.

### **14. Whole agreement**

These terms and conditions constitute the entire agreement between us, and they take precedence over any prior representations, verbal agreements and other correspondence between us relating to the matters covered herein. Neither party relies on any representation or warranty that is not expressly set out herein. Nothing herein limits any liability for fraud or other unlawful activity.

### **15. Force Majeure**

If our performance of obligations contained in these terms and conditions is prevented by forces out of our control ("force majeure") including but not limited to strikes, labour disputes, labour shortages, product unavailability, raw material unavailability, transit delays or unavailability, power supply failures, communication failures, fires, accidents, acts of God, natural disasters, civil unrest, war, terrorist attack, epidemic, pandemic, public health emergency, demands, acts, decrees, legislation, regulations, restrictions or requirements imposed by any government or other force majeure events as defined by law, we shall be excused from our performance of those obligations to the extent that the prevention been caused by the force majeure event. We will however use our reasonable endeavours to perform our obligations as best as possible despite the force majeure event.

### **16. Privacy Policy**

The Website contains some applications which may at various times collect your personal information. As well as information you provide to us, our server may also collect information about your computer's IP address, browser type, pages within our Website that you visit and details of your activity on our website, searches performed and details of any website which may have linked you to our website, if applicable.

We comply with the Privacy Act 1988 (as amended from time to time), and will not sell your personal information or disclose your personal information to third parties except as set out herein.

When you open an account with us, we collect information about you which may include your name, gender, address, email, telephone and other contact numbers, and date of birth. We need that information to process your order, verify your identity and credit worthiness, to communicate with you about delivery issues and other issues relating to providing ordered products to you and to provide you with information about other products and services we offer which may be of interest to you.

By providing us with information, you authorise us to use that information to process your application to open an account with us, do credit checks on you, undertake financial transactions with you such as processing payments for goods and services provided by us, enforce our legal rights against you, send you promotional and advertising material and to enhance our Website towards providing you with a more personalised service. We may disclose your personal information without limitation, to research firms, marketing firms, credit referral agencies and our financial and legal representatives and other advisors retained by us in the course of running our business. We may disclose statistics about our users and account holders publicly to the extent that such information does not contain information about any identifiable individual/s.

We may be required to disclose your personal information in other extenuating circumstances such as where required by law, under subpoenas or notices to produce in legal proceedings, and when required by government or law enforcement authorities.

You can update your details on the account page of our Website or by contacting us by other means as set out on our home page.

We make all reasonable efforts to ensure that personal information provided to us is safely and securely stored, that your personal information is protected and that financial and payment information you provide to us is secure. We protect your personal information by destroying information that is no longer needed, maintaining our computer and software systems in an effort to

prevent unauthorised access and we use [specify type] encryption when processing payments made via our Website.

**17. Links to other Web Sites:**

Our Service may contain links to third-party web sites or services that are not owned or controlled Katering at home.

Katering at Home has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party web sites or services. You further acknowledge and agree that Katering at home shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such web sites or services.

**18. Changes:**

We reserve the right, at our sole discretion, to modify or replace these Terms at any time. If a revision is material we will try to provide at least 30 notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion.

**19. Disclaimer:**

We make every effort to give you accurate information. If you have any health concerns please consult your doctor. Katering at Home will not be liable for any damages' of any kind arising from the use of this site, including but not limited to direct, indirect, incidental punitive and consequential damages.

**20. Contact Us**

If you have any questions about these Terms, please contact us.

[kateringathome@katering.com.au](mailto:kateringathome@katering.com.au)

Phone: 93192700 (8.30am – 5.30pm Monday to Friday)

Mobile: 0431938805 (8.30am – 10pm 7 days a week)