



FULL TERMS & CONDITIONS

Welcome to our website. By browsing and/or using this website you are agreeing to comply with and be bound by the following terms and conditions of use, which together with our privacy policy and website disclaimer, govern sevenoakscatering.com.au's relationship with you in relation to your use of this website.

By using this website, you signify your acceptance of these terms and conditions of use. For the purposes of these terms and conditions, "Us", "Our" and "We" refers to sevenoakscatering.com.au and "You" and "Your" refers to you, the client, visitor, website user or person using our website.

ORDER CONFIRMATION

Once orders are placed online, you will either receive an email or phone call notifying your order has been received.

DELIVERY

Sevenoaks Catering products are available for delivery to the Perth Metropolitan Area only. Complimentary delivery for orders above \$150, otherwise a delivery fee of \$20 will incur. Further delivery costs apply outside this area.

Platters may arrive 30-45 minutes prior to event start time.

Digital goods are delivered immediately. Please be aware there are inherent risks associated with downloading any software and digital goods. Should you have any technical problems downloading any of our goods, please contact us so we may try to assist you.

REFUND AND CANCELLATION

All orders apart from customised catering orders may require 100% prepayment. Customised catering orders may require 50% deposit, and 50% upon delivery. Corporate accounts available.

Should catering be cancelled 48 hours before the event, a full refund of the payment is received. Otherwise a fee of 50% of total order will incur. Refunds will be processed promptly and made by the same method that you made payment. All refunds are made at the discretion of sevenoakscatering.com.au.

PRESENTATION

Catering will be delivered in disposable, recyclable catering trays. Napkins are provided with no additional charge. Should you prefer catering to be presented on platters you must specify when you order and a \$10 fee is applicable. Lost or damaged equipment will incur a fee at retail prices for replacement.

AMENDMENT OF TERMS

We reserve the right to change, modify, add or remove portions of these terms at any time. Please check these terms regularly prior to using our website to ensure you are aware of any changes. We



will endeavour to highlight any significant or substantive changes to you where possible. If you choose to use our website then we will regard that use as conclusive evidence of your agreement and acceptance that these terms govern your and sevenoakscatering.com.au's rights and obligations to each other.

LIMITATION OF LIABILITY

It is an essential pre-condition to you using our website that you agree and accept that sevenoakscatering.com.au is not legally responsible for any loss or damage you might suffer related to your use of the website, whether from errors or from omissions in our documents or information, any goods or services we may offer or from any other use of the website. This includes your use or reliance on any third party content, links, comments or advertisements. Your use of, or reliance on, any information or materials on this website is entirely at your own risk, for which we shall not be liable.

It shall be your own responsibility to ensure that any products, services or information available through this website meet your specific, personal requirements. You acknowledge that such information and materials may contain inaccuracies or errors and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law.

COMPETITION AND CONSUMER ACT

For the purposes of Schedule 2 of the Australian Consumer Law, in particular Sections 51 to 53, 64 and 64A of Part 3-2, Division 1, Subdivision A of the Competition and Consumer Act 2010 (Cth), sevenoakscatering.com.au's liability for any breach of a term of this agreement is limited to: the supplying of the goods or services to you again; or the payment of the cost of having the goods or services supplied to you again.

DISCLAIMER

Sevenoakscatering.com.au gives no warranty that the documents, goods or services will be free of errors, or that defects will be corrected, or that our website or its server is free of viruses or any other harmful components.

Whilst we, at all times endeavour to have the most accurate, reliable and up-to-date information on our website, we do not warrant or make any representations regarding the use or the result of the use of any document, product, service, link or information in its website or as to their correctness, suitability, accuracy, reliability, or otherwise.

YOUR PRIVACY

At sevenoakscatering.com.au, we are committed to protecting your privacy. We use the information we collect about you to maximize the services that we provide to you. Sevenoakscatering.com.au respects the privacy and confidentiality of the information provided by you and adheres to the Australian Privacy Principles. Please read our separate Privacy Policy carefully.

You may change your details at any time by advising us in writing via email. All information we receive from our customers, is protected by our secure servers. Sevenoakscatering.com.au's secure



server software encrypts all customer information before it is sent to us. Furthermore, all of the customer data sevenoakscatering.com.au collects is secured against unauthorized use or access. Credit card information is not stored by us on our servers.

DISCLOSE YOUR INFORMATION

Sevenoakscatering.com.au may be required, in certain circumstances, to disclose information in good faith and where sevenoakscatering.com.au is required to do so in the following circumstances: by law or by any court; to enforce the terms of any of our customer agreements; or to protect the rights, property or safety of our customers or third parties.

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You may not, except with our express written permission, distribute or commercially exploit the content. Nor may you transmit it or store it in any other website or other form of electronic retrieval system.

WHOLE AGREEMENT

These terms and conditions represent the whole agreement between you and sevenoakscatering.com.au concerning your use and access to sevenoakscatering.com.au's website and your use and access to the documents and information on it. No other term is to be included in this agreement except where it is required to be included by any legislation of the Commonwealth or any State or Territory. All implied terms except those implied by statute and which cannot be expressly excluded are hereby expressly excluded.

EXCLUSION OF UNENFORCEABLE TERMS

Where any clause or term above would by any applicable statute be illegal, void, or unenforceable in any State or Territory then such a clause shall not apply in that State or Territory and shall be deemed never to have been included in these terms and conditions in that State or Territory. Such a clause if legal and enforceable in any other State or Territory shall continue to be fully enforceable and part of this agreement in those other States and Territories. The deemed exclusion of any term



pursuant to this paragraph shall not affect or modify the full enforceability and construction of the other clauses of these terms and conditions.

FOOD OR CATERING

The information contained in this website is for general information purposes only and is not meant to substitute professional dietary advice or treatment. If you have or suspect you may have allergies or medical issues which may be affected by certain foods, or, after taking any of our products, find you may have or be experiencing side effects, you should promptly contact your health care provider. Any statements regarding dietary supplements are to be used at your discretion and are not intended to diagnose, treat, cure or prevent any disease.

JURISDICTION

This agreement and this website are subject to the laws of WA and Australia. If there is a dispute between you and sevenoakscatering.com.au that results in litigation then you must submit to the jurisdiction of the courts of WA.