

WEBSITE TERMS OF USE

Welcome to the website of Complete Catering Co. (ABN 64 627 609 572) ("we", "us" or the "Company"), a catering business based in Richmond, Australia.

This website is located on the web via the domain <https://completecateringco.com.au> and includes all of the files located in that domain ("this site").

AGREEMENT TO THESE WEBSITE TERMS OF USE

By accessing this site, you agree to be bound by these terms of use ("Website Terms of Use"). These Website Terms of Use constitute a binding agreement between you and the Company and govern your use of this site.

PRIVACY POLICY AND RETURNS POLICY

As part of these Website Terms of Use, your use of this site is also subject to our Privacy Policy and our Booking Terms and Conditions.

LEGAL CAPACITY TO TRANSACT

If you are under 18 years of age, you cannot place orders through this site. By using this site, you represent and warrant to the Company that you are over the age of 18 years. Should the Company suffer any damage or other losses as a result of a transaction entered into by a minor, we reserve the right to seek compensation for such losses from his/her parents or guardians.

RESTRICTIONS ON USE AND PROHIBITED CONDUCT

Your use of this site is subject to the rules set out in Schedule 1 below.

VIOLATIONS OF THESE WEBSITE TERMS OF USE

Without limiting any other remedies available to the Company at law or in equity, the Company reserves the right to, without notice, temporarily or indefinitely suspend, or terminate, your access to this site or refuse to provide products or services to you if:

- you breach any provision of these Website Terms of Use;
- the Company is unable to verify or authenticate any information that you provide to us; or
- the Company believes that your actions may cause damage and/or legal liability to the Company, any of its customers or suppliers, or any other person.

INDEMNITY

You indemnify and hold harmless the Company and its officers, employees, agents, consultants, licensors, partners, and affiliates from and against any losses, liabilities, costs, expenses, or damages (including actual, special, indirect, and consequential losses or damages of every kind and nature, including all legal fees on a solicitor-client basis) suffered or incurred by any of them due to, arising out of, or in any way related to (directly or indirectly):

- any material or information that you submit, post, transmit or otherwise make available through this site;
- your use of, or connection to, this site; or
- your negligence or misconduct, breach of these Website Terms of Use, or violation of any law or the rights of any person.

SERVICE

We make every effort to describe our services as accurately as possible. We cannot guarantee that your interpretation of these descriptions will be accurate.

We reserve the right, but are not obligated, to limit the provision of services to any person, geographic region, or jurisdiction. We may exercise this right on a case-by-case basis. We reserve the right to limit the quantities of any products or services that we offer. All descriptions of services and/or services pricing are subject to change at any time without notice, at our sole discretion. We reserve the right to discontinue a menu item or service at any time. Any offer for any product or service made on this site is void where prohibited.

SPECIFICATIONS

All images, descriptive matter, specifications, and pricing are intended as a guide only. The Company reserves the right to change, alter, or modify images, descriptive matter, specifications, and pricing of our services without prior written notice.

PRICES

The Company reserves the right to change the prices for products and services displayed on this site at any time before you place an order. All prices displayed on our website are in Australian dollars (AUD) and exclusive of GST. The Company reserves the right to vary prices without notice. All transactions are processed in Australian dollars (AUD).

GST

Unless otherwise expressly stated, all amounts displayed on this site are expressed to be exclusive of GST. For these purposes, the term "GST" has the meaning given to it in the A New Tax System (Goods and Services Tax) Act 1999 (Cth).

QUOTATIONS

Quotations are valid for fourteen (14) days from the date of issue. Your booking is not confirmed and your date is not held until your 30% deposit is received.

BOOKING

We require acceptance of our quote in writing and a 30% deposit to secure your catering booking. Final guest numbers must be received in writing a minimum of 14 days in advance of your event. Once final numbers are received, the final invoice will be raised and payment is to be received in full no later than 14 days prior to your event.

FINAL GUEST NUMBERS

Final guest numbers must be received in writing a minimum of 14 days in advance of your event. If you wish to increase final numbers for your booking within 14 days of your event, we will endeavour to cater for the increase in numbers, but we make no guarantees. An increase in final guest numbers will incur fees and charges. We do not provide refunds within this period (14 days or less from your event date) for a decrease in the number of attendees at your event.

EVENT DETAILS

It is the responsibility of the event holder/the person who has booked our services to ensure all event information and details (date, times, event location, and on-site contact) have been checked and are correct. We take no responsibility and will not provide refunds or discounts for any outcomes related to the provision of inaccurate information.

PAYMENT

Our standard payment terms require a 30% non-refundable booking deposit to secure your date and booking and payment of your final invoice in full no later than 14 days prior to your event.

PAYMENT METHODS

Payment methods will be advised by our team at the time of booking.

CANCELLATIONS

Once your booking deposit has been received and your booking is confirmed, any cancellation request must be sent in writing to eat@completecateringco.com.au. Our cancellation policy is as follows:

If the booking is cancelled:

- more than 14 days prior to the event date, the deposit will be refunded in full;
- between 14 and 7 days prior to the event date, 50% of the deposit will be refunded;
- less than 7 days prior to the event date, no refund will be provided.

OUTDOOR EVENTS AND WEATHER

If your event is dependent on dry weather, we recommend checking the weather forecast and advising us of your decision 72 hours prior to the event. Please note that in the case of unfavourable weather, we do not provide discounts or refunds if your event period is reduced.

ERRORS, INACCURACIES, AND OMISSIONS

Occasionally there may be information on our site or in the Service that contains typographical errors, inaccuracies, or omissions that may relate to service or menu descriptions, pricing, promotions, offers, and availability. We reserve the right to correct any errors, inaccuracies, or omissions, and to change or update information or cancel orders if any information in the Service or on any related website is inaccurate at any time without prior notice, including after you have submitted your order.

We undertake no obligation to update, amend or clarify information in the Service or on any related website, including without limitation, pricing information, except as required by law. No specified update or refresh date applied in the Service or on any related website should be taken to indicate that all information in the Service or on any related website has been modified or updated.

INTELLECTUAL PROPERTY

Copyright

In these Website Terms of Use, the term "Proprietary Content" means:

- this site;
- all of its content (including all of the text, graphics, designs, software, data, sound and video files, and other information contained in this site, and the selection and arrangement thereof); and
- all software, systems, and other information owned or used by the Company in connection with the products and services offered through this site (whether hosted on the same server as this site or otherwise).

All Proprietary Content is the property of the Company or its licensors (as applicable) and is protected by Australian and international copyright laws. You must not reproduce, transmit, republish, or prepare

derivative works from any of the Proprietary Content, except as expressly authorised by these Website Terms of Use or with the prior written consent of the Company or other copyright owner (as applicable).

You may download and print out content from this site only for your own personal and non-commercial use and provided that you do not remove or modify any copyright, trademark, or other proprietary notices.

Trademarks

The look and feel of this site (including all button icons, scripts, custom graphics, and headers) are the trademarks, service marks, and/or trade dress of the Company. These trademarks, service marks, and trade dress may not be used, copied, or imitated, in whole or in part, without the prior written consent of the Company.

Copyright Claims

If you believe that our site contains any material that infringes upon any copyright that you hold or control, or that users are directed through a link on this site to a third-party website that you believe is infringing upon any copyright that you hold or control, you may send a notification of such alleged infringement to us in writing. Such notification should identify the works that are allegedly being infringed upon and the allegedly infringing material and give particulars of the alleged infringement. In response to such a notification, we will give a written notice of a claim of copyright infringement to the provider of the allegedly infringing material. If the provider of that material does not respond to us in writing denying the alleged infringement within 14 days after receipt of that notice, we will remove or block the allegedly infringing material as soon as is reasonably practicable. If the provider of that material responds to us in writing denying the alleged infringement, we will, as soon as is reasonably practicable, send a copy of that response to the original notifying party. If the original notifying party does not, within a further 14 days, file an action seeking a court order against the provider of the allegedly infringing material, we may restore any removed or blocked material at our discretion. If the original notifying party files such a legal action, we will remove or block the allegedly infringing material pending resolution of that legal action.

GENERAL

Interpretation

In these Website Terms of Use, the following rules of interpretation apply:

- headings are for reference purposes only and in no way define, limit or describe the scope or extent of any provision in these Website Terms of Use;
- these Website Terms of Use may not be construed adversely against the Company solely because the Company prepared them;
- the singular includes the plural and vice-versa;
- a reference to a "person" includes an individual, a firm, a corporation, a body corporate, a partnership, an unincorporated body, an association, a government body or any other entity; and
- the meaning of general words is not limited by specific examples introduced by "including", "for example", "in particular" or similar expressions.

Notifications

The Company may provide any notification for the purposes of these Website Terms of Use by email.

Costs

Except as specifically provided in these Website Terms of Use, each party must bear its own legal, accounting and other costs associated with these Website Terms of Use.

Assignment

You may not assign, transfer or sub-contract any of your rights or obligations under these Website Terms of Use without the Company's prior written consent. The Company may assign, transfer or sub-contract any of its rights or obligations under these Website Terms of Use at any time without notice to you.

No Waiver

Waiver of any power or right under these Website Terms of Use must be in writing signed by the party entitled to the benefit of that power or right and is effective only to the extent set out in that written waiver. Any failure by the Company to act with respect to a breach by you or others does not waive the Company's right to act with respect to that breach or any subsequent or similar breaches.

Severability

The provisions of these Website Terms of Use are severable and, if any provision of these Website Terms of Use is held to be illegal, invalid or unenforceable under present or future law, such provision may be removed and the remaining provisions shall be enforced.

Variation

The Company reserves the right to amend these Website Terms of Use and any other policy on this site at any time in its sole discretion and any such changes will, unless otherwise noted, be effective immediately. Your continued usage of this site will mean you accept those amendments. We reserve the right, without notice and at our sole discretion, to change, suspend, discontinue or impose limits on any aspect or content of this site or the products/services offered through this site. You may only vary or amend these Website Terms of Use by written agreement with the Company.

Governing Law and Jurisdiction

These Website Terms of Use will be governed in all respects by the laws of Victoria, Australia. The parties irrevocably submit to the non-exclusive jurisdiction of the courts of Victoria and the courts of appeal from them.

SCHEDULE 1 – PROHIBITED CONDUCT

YOU MUST NOT:

- use any device, routine, or software that disrupts, or attempt to disrupt, the proper functioning of this site;
- engage in any action that requires, or may require, an unreasonable or excessively large load on our infrastructure;
- use this site to decode passwords or security encryption codes, transmit any worms, viruses or Trojan horses, transfer or store illegal, threatening or obscene material or otherwise compromise the security of any computer network;
- use this site to violate any applicable local, state, national or international law, engage in any misleading or deceptive online marketing practices, or for any fraudulent or malicious purposes;
- use any spider, robot or search/retrieval application, or any screen scraping, data mining or similar data gathering device, process, program or means to access, retrieve or index any portion of this site;
- use this site by any automated means;
- use this site to send junk mail, spam or chain letters or pyramid schemes, or engage in other flooding techniques or mass distribution of unsolicited email;
- access, retrieve or index any portion of this site for use in constructing or populating any database that is searchable online or for the purpose of soliciting or sharing reviews;
- interfere with the display of any advertisements appearing on or in connection with this site;
- reverse engineer, decompile, disassemble, adapt, modify, translate, frame or reformat any of the material contained on this site;

- reproduce, duplicate, copy or store any of the material appearing on this site other than for your own personal and non-commercial use;
- falsely imply that any other website is associated with this site;
- do anything that leads, or may lead, to a decrease in the value of the Company's intellectual property rights in this site;
- use or exploit any of the material appearing on this site for, or in connection with, any business or enterprise (whether for profit or otherwise), including any business or enterprise that is in competition with this site;
- release to the public any news release, advertising material, promotional material or any other form of publicity or information relating to the Company without the Company's prior written consent; or
- use this site to transmit any information or material that is, or may reasonably be considered to be:
 - abusive, threatening, harassing, harmful, obscene, indecent, lewd, inflammatory, violent, vulgar, profane, racially, ethnically or otherwise objectionable or offensive in any way;
 - libellous, defamatory, pornographic, sexually explicit, unlawful or plagiarised;
 - infringing upon or violating any copyright, trademark, patent or other intellectual property or proprietary right;
 - in breach of any duty of confidentiality by which you are bound, whether by way of a fiduciary or contractual relationship;
 - in breach of any person's privacy or publicity rights;
 - a misrepresentation of facts, including the impersonation of any person or entity or a misrepresentation of an affiliation with any person or entity (including any sponsorship or endorsement);
 - in violation of any applicable law, statute, ordinance or regulation, or encouraging of others to do so;
 - containing any political campaigning material, advertisements or solicitations; or
 - likely to bring the Company or any of its staff into disrepute.