

GENERAL TERMS AND CONDITIONS

The online ordering facility ("the Service") is provided by The Turbanators Pty Ltd ACN 623 766 647 trading as Tandoori Flames (referred to as "Tandoori Flames", "us" or "we").

These terms and conditions apply to the use of the Service when it is used as an online ordering facility.

By placing an order using the Service you confirm that you have read and understood these terms and conditions and agree to be bound by them (as may be changed from time to time) and you consent to Tandoori Flames' collection, use and disclosure of your personal information in accordance with Tandoori Flames' privacy policy (refer to <https://tandooriflamescoolum.com.au>) as may be amended from time to time and incorporated here by reference.

1.1 Interpretation

In these Terms and Conditions, unless the context otherwise requires:-

- (a) a reference to writing includes email and other communication established through the Supplier's website (if any); and
- (b) the singular includes the plural and vice versa;
- (c) a reference to a clause or paragraph is a reference to a clause or paragraph of these Terms and Conditions;
- (d) a reference to a party of these Terms of Trade or any other document or arrangement includes that party's executors, administrators, successors and permitted assigns;
- (e) where an expression is defined, another part of speech or grammatical form of that expression has a corresponding meaning;
- (f) headings are for ease of reference only and do not affect the meaning or interpretation of these Terms and Conditions; and
- (g) if the date on which any act, matter or thing is to be done falls on a day which is not a Business Day, that act, matter or thing:-
 - (i) if it involves a payment other than a payment which is due on demand must be done on the preceding Business Day; and
 - (ii) in all other cases, must be done on the next Business Day.

2. USE OF THE SERVICE

- (a) The Service is only available to individuals aged 18 years or over who are resident and accessing the Service in Australia in Participating Suburbs via the Tandoori Flames website and associated applications.
- (b) Those persons under the age of 18 are eligible to order provided they are over the age of 13 and receive parental or guardian consent. Parents/guardians may be required by Tandoori Flames to enter into a further agreement as evidence of consent for a minor to order online.
- (c) Tandoori Flames may, in its absolute discretion, refuse to provide the Service to any person for any reason and Tandoori Flames will not be liable for any costs, loss or damage incurred by you if we refuse to provide the Service to you.
- (d) For the purposes of this clause, Participating Suburb includes Coolum Beach, Peregian Springs, Peregian Beach, Marcus Beach, Yaroomba, Point Arkwright, Mount Coolum and Marcoola.

3. PLACING AN ORDER

- (a) To place an online order using the Service, you must follow the prompts on the ordering pages of the Service. You can correct errors on your order up to the point on which you click the "Proceed to Checkout" button on the "Order Online" page.
- (b) You must provide the requested information for us to process your order. We reserve the right to request further information from you at any time to enable us to complete your order and/or to comply with regulatory requirements.
- (c) We will use various procedures to authenticate each transaction. In the event we consider that we cannot authenticate a transaction then we may, in our absolute discretion, cancel it.
- (d) By placing an order you confirm that all information contained in the order are correct.

4. ORDER CONFIRMATION

- (a) After you click on the required payment option on the "Proceed to Pay" button, you place your order with us and we receive your order, the system will send an automated email to the email address you have provided, setting out the details of your order.
- (b) You cannot change any order you place with us.
- (c) Any order placed using the Service is an offer by you to purchase the particular items referred to in the order for the price stipulated.
- (d) We may, at our sole discretion, accept or reject an order we have received.
- (e) Each order placed for items using the Service that we accept results in a separate binding agreement between you and Tandoori Flames.

5. FEES AND CHARGES

- (a) We will charge you and you agree to pay the following fees and charges in relation to any order made using the Services:
 - i. The purchase price for each item comprising the order; and
 - ii. Any other fees and charges set out in the terms and conditions.
- (b) We reserve the right to alter the agreed price for any items contained in an order if an incorrect price was caused by a software fault, error or malicious attack.
- (c) Prices of goods and services and delivery and other charges displayed on the Restaurant & Catering website are current at the time of display. These prices are subject to variation without notice. All transactions are in Australian Dollars (AUD).
- (d) The prices displayed will be the total purchase price, inclusive of GST.

6. FEES AND CHARGES

- (a) For order paid by credit card or debit card, your card will be debited with the relevant amount once you press "Proceed to Pay" on the "Payment Details" page. To protect you against fraud, we may require that card used to pay for an order to be presented at the time of collection of your order.
- (b) The card must belong to the person placing and receiving the order. You must ensure that the card is registered in your name and your account has to have sufficient funds available to cover your order and any applicable fees.
- (c) We accept the following credit cards only:
 - i. VISA;
 - ii. Mastercard; and
 - iii. American Express.
- (d) If we are unable to successfully process your credit card payment for your order that is accepted by us then we may notify you of dishonour and cancel the order.
- (e) You must not pay or attempt to pay for items using the Service through any fraudulent or unlawful means.

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7. MINIMUM ORDERS

- (a) The Service is only available where:
- The minimum order is A\$30.00 (for delivery only);
 - The maximum order (paid for by cash) is A\$100.00; and
 - The maximum order (paid for by credit card) is A\$300.00.

8. NO CANCELLATION

- (a) You may not reverse or cancel any order made using the Service.

9. AVAILABILITY

- (a) The Services may be unavailable at certain times to allow for maintenance and upgrades. Although we will endeavour to notify customers in advance of any service unavailability, this cannot be guaranteed and we reserve the right to alter or withdraw the Services at any time.

10. PERSONAL INFORMATION AND SECURITY

- (a) We use secure service software to make our internet transaction secure. You should review our privacy policy to find out how we may use and disclose your personal information. You agree that all information provided by you is true and correct that any material information not be withheld and you will provide us with any additional information that may be required by us.
- (b) All credit and debit cardholders are subject to validation checks and authorisation by the card issuer. If the issuer of your payment card refuses to authorise payment, your order will not be accepted.

11. RISK AND TITLE

- (a) Risk in the items ordered using the Service passes to you on the date and time of receipt of the order and title of these items passes to you on the latter of:
- Payment of those items;
 - Receipt of those items.

12. LIMITATION OF LIABILITY

- (a) We use reasonable care and skill in providing the Service and are (to the extent provided by law) not liable for any of the following:
- If we do not perform any of our obligations to you due to failure of any technical systems or for any other reasons beyond our control;
 - For any damage to your computer or mobile phone or other facilities as a result of using the Service; or
 - For any indirect, or consequential losses, claims or damages (including without limitation loss of profit, loss of production, loss of contracts, loss of opportunity) suffered by you or incurred from your use of this Service however caused.
 - Our maximum liability to you in respect of each use of the Service shall be the refund of the purchase price of your order.

13. INDEMNITY

- (a) You must indemnify us from and against all claims, liabilities, damage, suits and losses made against or suffered by us as a direct result of:
- Your fraudulent or wilful negligent act or omissions;
 - Any breach of these terms and conditions by you;
 - Your act or omissions which causes us to be in breach or any law or regulation; or
 - Personal injury, death or property damage caused or contributed to by you.

14. GENERAL RESTRICTIONS

You must not:

- use the Services for any activities that breach any laws, infringe a third party's rights or are contrary to any relevant standards or codes;
- use the Services in a manner or way which interferes with other users or our other customers or defames, harasses, threatens, menaces or offends any person or which prevents any other person from using or enjoying the Services;
- make fraudulent or speculative enquiries, purchases or requests using the Services;
- use another person's details without their permission or impersonate another person when using the Services;
- tamper with or hinder the operation of the Services;
- knowingly transmit any viruses, worms, defects, trojan horses or similar disabling or malicious code to our website or associated application associated with our Services;
- reformat or frame any portion of the web pages that are part of our website or associated application associated with our Services;
- use our website or associated application associated with our Services to violate the security of any computer or other network or engage in illegal conduct; or
- use the Services other than in accordance with these terms and conditions.

15. WARRANTIES

You warrant that:

- all information and data provided by you to us using the Services is true, accurate, complete and up to date; and
- the person receiving any items ordered on your behalf is authorised by you to do so.

16. INTELLECTUAL PROPERTY RIGHTS

You:

- acknowledge that the copyright in the website, associated application, the software, design, text and graphics associated with the Services and its content and materials (together, the "Materials") are owned by or licensed to us;
- must not modify, copy, adapt, store in a retrieval system, reproduce, upload, post, transmit, sell, distribute in any way or communicate to the public a Material without our prior written consent; and
- must not frame or embed in another website any of the Material without our prior written consent.
- The Materials contain registered trade marks and other trade marks which are protected by law. You must not use any of these marks or trade marks or our name or the names without our prior written consent.

17. ALTERATION OF TERMS

- (a) We may, at any time, with immediate effect, change or withdraw the Service or these terms and conditions without liability to you. If we revise these terms and conditions, we will post a revised version. By using the Service after we have changed these terms you will be accepting the changes.

18. THIRD PARTY RIGHTS

- (a) When you place an order via the Service and we receive the payment for the order and accept your offer to enter into the contract for the related Service, we are entering the contract with you personally. Nothing in these terms will confer any benefit on any third party or any right to enforce these terms on any third party.

19. THIRD PARTY SITES

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(a) Our website may contain links to other websites and services. We are not responsible for the content of, or the terms and conditions policies or practices employed by other companies or websites linked to or from this site. Please read the terms and conditions policies of any other company or website you may link to from our website. Our terms and conditions policy applies only to our website and the products and services we offer. While we may provide links on this site to other sites, the inclusion of such links is for your convenience only and should not be interpreted as an endorsement of the owner/sponsor of the site or the content of the site. We disclaim all warranties, express and implied, as to the accuracy, validity, legality or otherwise of any materials or information contained on such sites.

22 OTHER MATTERS

(a) These Terms and Conditions are governed by the laws of Queensland and each party irrevocably submits to the non-exclusive jurisdiction of the courts of Queensland.

(b) These Terms and Conditions supersede all oral and written negotiations and communications by and on behalf of either of the parties.

(c) In entering into these Terms and Conditions, the Customer has not relied on any warranty, representation, or statement, whether oral or written, made by the Supplier or any of its employees or agents relating to or in connection with the subject matter of these Terms and Conditions.

(d) If any provision of these Terms and Conditions at any time is or becomes void, voidable or unenforceable, the remaining provisions will continue to have full force and effect.

(e) A party's failure or delay to exercise a power or right does not operate as a waiver of that power or right.