

# The Pizza Boys Website Terms of Use

Welcome to the website of CHAMMAS CATERING PTY LTD trading as "The Pizza Boys" (ABN 76 625 884 326) ("we", "us" or the "Company"), a mobile pizza catering service provider.

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

## Agreement to these Website Terms of Use

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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

As part of these Website Terms of Use, your use of this site is also subject to our Privacy Policy (located at <https://www.thepizzaboys.com.au/privacy>), which is incorporated by reference into these Website Terms of Use.

## 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

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### 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 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; and
- remove or block access to any information and/or materials (in whole or in part) that the Company, at its sole and absolute discretion, regards in any way to be objectionable or in violation of any applicable law, any person's intellectual property rights or these Website Terms of Use.

## Indemnity

You indemnify and hold harmless the Company and its officers, employees, agents, consultants, licensors, partners and affiliates from and against any fines, 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;
- your negligence or misconduct, breach of these Website Terms of Use or violation of any law or the rights of any person; or
- Your failure to properly obtain permission to host a facility on any premises. It is your responsibility to obtain relevant consent and any associated licences, permits or otherwise for the location of the event.

## Orders

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### Order constitutes offer

To make a booking on our website, a user account must be created in your name. You are responsible for all usage of that account. We will not be held liable for any errors, miscalculations, misdescriptions or failures which occur as a result of the user account held by you. If you authorise a third party to use your account, you agree to remain liable for all usage of that account. All actions referred to in these terms which require you to perform an action require you to do so through your online user account. The Company reserves the right to recognise any action, request, booking, cancellation or amendment that is made by any means other than through the user account and online booking system.

By placing an order through this website, you make an irrevocable offer to us to purchase the services that you have selected pursuant to these Website Terms of Use. Information contained in this site constitutes an invitation to treat only. No information in this site constitutes an offer by us to supply any services to you – however, the Company will endeavour to supply your selected services to you.

We reserve the right at our discretion to:

- at any time prior to your order being accepted in accordance with these Website Terms of Use, cancel all or part of your order;
- Refuse to accept any booking made less than 7 days prior to the event date; and
- at any time:
  - refuse to provide services to you;
  - terminate, restrict or amend your access to this website; and/or
  - remove or edit any content on this website.
  - Amend or cancel your order to correct any misdescription, error (human and/or technological), incorrect amount or any other malfunction relating to your order;

By specifying an event's location during the Booking process, or subsequently changing the booking location, you agree to assume all responsibility for seeking the relevant permission, authority or license to utilise that location. The Company will not make its own enquiries regarding event permits

and will rely solely on your booking request or order for organising the event at the desired location. Any breach, fine, warning, claim or any other loss or damage whatsoever, arising as a result of your failure to properly obtain permission for a booking location will become your sole responsibility and you expressly agree to indemnify the Company against any and all losses in this regard.

The Company reserves the right to terminate an event upon being notified by any relevant authority, landholder or other responsible person, that an event is being hosted without permission or authority. The Company will not offer any refund for such termination.

### **Acceptance of orders**

Acceptance of each order will take place if and when the Company either:

- provides the services to you, at the time at which the Company commences providing the services; or
- provided that you have finalised all payments owing in relation to your order, notifies you in writing that your order has been accepted, at the time at which such notification is sent by the Company;

unless the Company is required to amend, verify or recalculate any amount owing in relation to your order in accordance with these Website Terms of Use.

If you are prompted to contact the Company during the booking process, your order will remain pending until you contact the Company and receive confirmation that any outstanding issues have been resolved.

You may be required to contact the Company if:

- the number of adults and children at your event is equal to or greater than 120;
- your address is not properly recognised by our booking system; or
- you are prompted to do so at any time during or after the booking process.

### **Deposit**

A non-refundable deposit of \$300 must be paid at the time of booking. You may pay the deposit via any of the Company's available payment methods through its booking system. Surcharges may apply for credit card payments which will be displayed during booking process.

### **Finalisation of Event Details**

For every booking, you must, no later than 7 days prior to your event:

- Finalise and submit all details of the event, including number of attendees, food and allergy requirements, special requests, access restrictions and any other relevant requests or services required; and
- Provide full contact details, including secondary contact details and out of office contact telephone numbers;

The Company reserves the right to refuse any amendment or request made less than 7 days prior to your event, including but not limited to reducing event size and booking requirements, date and/or venue changes, special requests already requested or any other amendment.

Requests to expand event sizes, or increase booking requirements, less than 7 days prior to the event may be accepted by the Company entirely at its own discretion. You are not entitled to cancel your

order or booking if the Company cannot accommodate such requests. All cancellations will be dealt with in accordance with our cancellation terms in this document.

Requests to change your booking date 7 days or less prior to your event will be treated as a cancellation as per our cancellation policy (see below) and accordingly, you may be required to forfeit up to 50% of your booking fees.

### **Late Payments**

All payments are due and payable 7 days prior to your event, unless we have agreed to accept payment in cash on the day of your event. If, for any reason, including but not limited to oversight or error on our behalf, any payment remains outstanding at the commencement of your event, such payment will be due and owing at the conclusion of your event. This includes payment for all surcharges accordance with this policy. We will provide you with a tax invoice for such payments as soon as practicably possible.

All outstanding payments at the conclusion of your event will incur the following charges:

- 24% surcharge for every 7 days the payment remains owing;
- A \$62.00 processing fee; and
- Any debt collection fees including but not limited to instructing our solicitors to recover any outstanding payments from you, Court filing fees and all relevant disbursements incurred in recovering those amounts. We reserve the right to instruct a third party to recover outstanding payments 7 days following your event without any further notice to you.

### **Prices**

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The Company reserves the right to change the prices for services displayed in this site at any time before you place an order.

Prices are as displayed on the website, or in the booking system, at the time of making a booking. Children (aged 5-12) are ordinarily charged at 50% of adult prices. Each booking allows 20 children below the age of 5 for free – each subsequent child below the age of 5 will be charged at 50% of the adult price.

The minimum booking amount is \$1,000 for Sunday-Friday and Saturday lunch/day bookings, and \$1,200 for Saturday dinner/night bookings. The minimum booking amount may include The Pizza Kids classes but excludes all salads. The Company reserves the right to cancel any booking made that does not comply with the minimum booking amount even if it is accepted by the online booking system.

### **The Pizza Kids**

You may select The Pizza Kids service as part of your order. This is a mobile service which takes places during your event. We will teach kids at the event how to make pizza. The Pizza Kids class is recommended for children ages 4-12 and parents are encouraged to participate. For larger groups of children, it may be necessary for some parents to assist us in managing the children's movements during the session. The Pizza Kids class includes:

- 45 minute session with kids;
- Children make and eat their own mini sized pizza under our guidance;
- Includes chef hat and apron which must be returned to us at the conclusion of the class;
- 'The Pizza Kids' activity book with pencils for children to keep;

- 'The Pizza Kids' certificate for children.

The Pizza Kids is an additional service and all associated amounts and fees are additional to package prices for kids. You will be charged for a minimum of 8 kids in The Pizza Kids package.

We will provide necessary equipment and ingredients for The Pizza Kids classes. The Pizza Kids menu will be a limited menu and ingredients will vary depending on availability. We are not obliged to offer the same menu and ingredients for The Pizza Kids classes as those provided in your selected order.

### **Travel Surcharges**

Travel Surcharges will be applied at the time of booking and are calculated based on distance from our warehouse. If your selected area is not within our automatically accepted travel distances, you must contact the Company to confirm your booking. We will then discuss relevant surcharges and availability on a case by case basis. We reserve the right to accept or refuse any order that falls outside of our accepted travel distances.

Once you have finalised your booking details, the Company may adjust your final booking price in the booking system to reflect any additional surcharge for travel that was not applied at the time of booking.

### **Access Surcharges**

The online booking system requires you to provide details of access to the event location. The setup process requires us to assemble heavy and awkward equipment at your event location. If we are required to move through narrow pathways, stairs or any other obstacle, it may be necessary to dismantle our equipment and reassemble it at the event location. In order to avoid delays, it is your responsibility to provide complete details of the event location and any access obstacles.

If it is necessary to dismantle our ovens due to access difficulties, there will be a surcharge of \$50 plus \$5 for every step we are required to travel to overcome those difficulties.

If we arrive at your venue and find undisclosed obstacles, we may charge you additional fees (in accordance with the above) for access which you must pay as per our payment policy within these terms. If the obstacles are not stairs, we will make a determination based on the time and effort involved in overcoming those obstacles and charge them accordingly. Undisclosed access difficulties and obstacles may also delay the commencement of our provision of services. The Company will not provide any refunds or cancellations as a result of undisclosed access difficulties.

### **Parking**

You must provide us with two parking spots. These spots will be for our vehicle and our trailer. If your event is held at residential premises then you must provide us with driveway access or direct street parking (close to the premises).

If we incur any parking costs (meters, gate fees etc) then those costs will be paid by you on the day of the event or as otherwise agreed.

### **GST**

Unless otherwise expressly stated, all amounts payable through your use of this site are expressed to be inclusive 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).

## **Cancellations**

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### **Cancellation Dependant on Time**

You may cancel your booking at any time by sending us an email notifying us of the cancellation. All cancellations must be communicated to us by email. Cancellation fees apply in accordance with this cancellation policy.

We will not commence processing any order unless and until:

- A deposit has been made by you (unless you elect to pay in cash on the day); and
- the order has passed our internal validation procedures, which are undertaken in order to verify the bona fides of each order for the purpose of preventing credit card and other fraud.

If you cancel your booking more than 7 days prior to your event:

- your deposit of \$300 will be forfeited to us; and
- we will refund any other payments made by you for your booking

If you cancel your booking within 7 days of your event:

- your deposit of \$300 will be forfeited to us; and
- we will refund up to a maximum of 50% of your total event fees. We will not refund any out of pocket expenses or costs incurred as a result of your booking. If you have not paid 50% of the booking fees, that amount will immediately become due and owing to us upon cancellation and will be treated as a late payment as per our late payment policy. If you have elected to pay cash on the day, we will send you an invoice for this amount and it will be payable in accordance with these terms.

Furthermore, upon making any booking, you acknowledge and accept that cancellations made 7 days or less prior to your event will incur the above costs due to your occupation of a specific timeslot, our preparation costs for your event (including but not limited to staff preparations, purchase of goods and allocation of resources) and that the amount charged by us is a fair and reasonable amount. We reserve the right to refund less than 50% if our out of pocket expenses, losses or costs exceed that amount and we are unable to reallocate those resources.

We reserve the right at our discretion to:

- at any time prior to your order being accepted in accordance with these Website Terms of Use, cancel all or part of your order; or
- cancel your booking due to extreme weather, extreme traffic conditions, natural disaster, breakdown of our vehicles or any other cause which may prevent us from providing the services. Our liability in accordance with such cancellation is restricted entirely to the amount paid by you for your booking. We will not be held liable for any other costs, charges, damages or any amount claimed as a result of such cancellations. Please refer to our liability and indemnity policies and force majeure policy herein.

## **Payment methods**

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Payment for orders placed through this site may be made:

- by credit card processed online using a secure third party payment gateway; or
- via direct bank deposit by electronic funds transfer (EFT).

- Cash payment to be made on the day

### **Third party payment gateways**

The Company may use one or more third party payment gateways to facilitate secure online payment transactions. Payments made through such payment gateways are subject to the terms and conditions and privacy policy of the relevant third party providers. Unless you expressly consent otherwise, we do not see or have access to any personal information that you may provide to such third party payment gateway providers, other than information that is required in order to process your order and deliver your purchased items to you (eg, your name, event address, billing address, phone number and email address etc).

### **Credit and debit card payments**

All major credit cards and debit cards are accepted. Please note that we may be unable to accept credit cards issued by banks outside of Australia in some cases. The Company will charge additional transaction fees for paying by credit card which will be displayed during the order process.

### **Payment by EFT**

If you elect to pay for an order by direct deposit using EFT, you will be prompted to the relevant payment screen on our website. Once you have made an EFT payment, it will be processed and remain pending until the funds have cleared in our account. Your payment is not accepted until it has been finalised and cleared.

### **Security**

While our third party payment gateway and website hosting providers employ secure technology for transactions with our customers, we will not be responsible for any damages, including consequential losses (whether direct or indirect), that may be suffered by a customer whose credit or debit card or bank account information is used in a fraudulent or unauthorised manner by any person other than the Company.

The Company may request further information from you, such as a copy of your credit card and/or other identification documentation, as part of our internal validation procedures. These procedures help protect bank and credit card account holders from online fraud. If further information is requested and you do not provide the requested information within such time as the Company considers appropriate at its discretion, your order will be cancelled and, if your payment has been received, it will be refunded.

### **Refunds and other remedies**

Without limiting any statutory rights, the Company will not provide any refund for:

- cancellation of your event within 7 days of the event;
- any claim for failures of service which are caused by your error, misdescription, failure to provide information, forced cancellation of your event by a Council, third party landholder or occupier, or any other authorised entity which may have the power to cancel your event for any reason;
- any services provided in part or full in accordance with your booking request; or
- any other adverse or unsatisfactory experience caused before, during or after the event;

unless the Company agrees in writing to provide you with a refund.

If you are not satisfied with our services or have any complaints, you must notify us in writing within 48 hours of the event and we will consider each case on its merits prior to making a decision. As a general rule, refunds are not provided unless we are unable to provide the services as a result of our own fault or error.

It is your responsibility to take into account adverse weather conditions. If we are unable to provide the services in full due to adverse weather, we will not provide a refund. When you make a booking you acknowledge that there is a risk of extreme weather and if you have not provided adequate measures, indoor facilities onsite, or safe alternative (such as a marquee), we will not be held liable for any inability to provide the services. From time to time we may supply and erect our own marquee at your event if time, weather and conditions permit. The decision to erect our marquee will remain entirely in our discretion. You are not entitled to any refund as a result of our decision not to erect our marquee.

## Intellectual property

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### 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 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 Usage Terms 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 Company's logo and the phrases "The Pizza Boys", "We Pizza. You Party" And "The Pizza Kids" are trademarks of the Company. 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.

### User Content

In these Website Terms of Use, the term "**User Content**" means any and all content that is submitted, posted or otherwise added to this site by any user, such as comments, forum posts, chat room messages, reviews, ratings and feedback.

This site contains some features that enable you and other users to upload User Content. The Company reserves the right to display, refuse to display, remove and/or amend all or any part of any User Content at its absolute discretion. In respect of any User Content that you upload, you:



- represent and warranty to the Company that your sharing of that User Content does not infringe any copyright or other legal right of any other person; and
- grant to the Company a worldwide, non-exclusive, royalty-free, perpetual, irrevocable, sub-licensable and transferable license to use, reproduce, distribute, modify, adapt, prepare derivative works of, publicly display, publicly perform and otherwise exploit all or any part of that User Content in any way at the Company's absolute discretion.

### **Photographs and Social Media**

By making a booking or placing an order you expressly consent to the Company taking photographs at your event, including location and guests, and using those photographs for marketing purposes, including but not limited to social media marketing and on this website. If you wish to restrict the Company's use of photographs for marketing purposes you must contact us and notify us in writing.

### **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.

### **Disclaimer of warranties**

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TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE COMPANY AND ITS OFFICERS, EMPLOYEES, AGENTS, CONSULTANTS, LICENSORS, PARTNERS AND AFFILIATES EXPRESSLY DISCLAIM ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES (WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE) IN RELATION TO THIS SITE AND ANY SERVICES PURCHASED OR OBTAINED THROUGH THIS SITE, INCLUDING ANY IMPLIED WARRANTY/GUARANTEE OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

This site is provided strictly on an "as is" basis. To the maximum extent permitted by law, the Company and its officers, employees, agents, consultants, licensors, partners and affiliates make no representation, warranty or guarantee as to the reliability, timeliness, quality, suitability, truth, availability, accuracy or completeness of this site or any of its content, and in particular do not represent, warrant or guarantee that:

- the use of this site will be secure, timely, uninterrupted or error-free or operate in combination with any other hardware, software, system or data;
- this site will meet your requirements or expectations;
- anything on this site, or on any third-party website referred or linked to in this site, is reliable, accurate, complete or up-to-date;

- the quality of any services, information or other material purchased or obtained through this site will meet any particular requirements or expectations;
- errors or defects will be corrected; or
- this site or the servers that make it available are free of viruses or other harmful components.

## **Limitation of liability**

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### **Exclusion of liability**

To the maximum extent permitted by law, the Company and its officers, employees, agents, consultants, licensors, partners and affiliates exclude all liability to you or any other person for any loss, cost, expense, claim or damage (whether arising in contract, negligence, tort, equity, statute or otherwise, and for any loss, whether it be consequential, indirect, incidental, special, punitive, exemplary or otherwise, including any loss of profits, loss or corruption of data or loss of goodwill) arising directly or indirectly out of, or in connection with, these Website Terms of Use or the use of this site by you or any other person.

### **Remedies limited**

To the maximum extent permitted by law, the Company and its officers, employees, agents, consultants, licensors, partners and affiliates expressly limit their liability for breach of any non-excludable condition or warranty/guarantee implied by virtue of any legislation to the following remedies (the choice of which is to be at the Company's sole discretion):

- in the case of services:
  - the supply of the services again; or
  - the payment of the cost of having the services supplied again.

### **Release**

You agree that your use of this site and our services is at your own discretion and risk. You agree to release the Company and its officers, employees, agents, consultants, licensors, partners and affiliates from any claim, demand or cause of action that you may have against any of them arising from these Website Terms of Use or the use of this site by you or any other person. The Company may plead this release as a bar and complete defence to any claims or proceedings.

### **Health and Safety**

Our products are considered perishable products and will comply with all relevant laws and authorities relating to food. Food and consumable products provided by us may only be kept out for service for a maximum of two hours. Any food prepared and served by us will be considered Leftovers two hours following the commencement of our provision of the services. You may claim such items and take ownership of them entirely at your responsibility. Alternatively, we will take possession of and/or dispose of Leftovers. We will not be held liable for any ill effect caused by the consumption of Leftovers by you or anyone in attendance at your event. If you intend for food to be consumed or retained following the event, you must prepare for this in your own way. It is not safe to store food for reuse if it is not properly refrigerated within 2 hours of being cooked. If you do not consume Leftovers within 4 hours of being cooked, you must dispose of them as they are unsafe to eat. We will not package cooked food for proper storage on your behalf. We may simply place Leftovers in pizza boxes or any other convenient packaging available to us at the time.

We endeavour to cater to the specific dietary and allergen requirements. We cannot guarantee that our products are allergen or gluten free. Allergens may include, but are not limited to, amounts of nuts and

seeds, milk products, egg products, fish and crustaceans, gluten and cereals. Our food and ingredients may contain significant or trace amounts of allergens and we cannot guarantee against cross contamination. If you or your guests have a particular sensitivity to any food or ingredient you must let us know prior to finalisation of your order. We reserve the right to cancel or amend a booking if you do not notify us of dietary and allergen requirements prior to finalisation of your booking. To the extent permitted by law, we will not accept any liability for any adverse event caused by an allergic or dietary reaction.

### **Force majeure**

To the maximum extent permitted by law, and without limiting any other provision of these Website Terms of Use, the Company excludes liability for any delay in performing any of its obligations under these Website Terms of Use where such delay is caused by circumstances beyond the reasonable control of the Company, and the Company shall be entitled to a reasonable extension of time for the performance of such obligations.

## **General**

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### **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 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 New South Wales. The parties irrevocably submit to the non-exclusive jurisdiction of the courts of New South Wales and the courts of appeal from them.

## Schedule 1 – Prohibited conduct

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### YOU MUST NOT:

- use any device, routine or software that interferes, or attempt to interfere, with the proper working 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 decipher passwords or security encryption codes, transmit any worms, viruses or Trojan horses, transfer or store illegal, threatening or obscene material or otherwise violate the security of any computer network;
- use this site to violate any applicable local, state, national or international law, to 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 transmit 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.

# The Pizza Boys Privacy Policy

CHAMMAS CATERING PTY LTD trading as "The Pizza Boys " (ABN 76 625 884 326) ("we", "us" or the "Company") is committed to privacy protection. At <https://www.thepizzaboys.com.au/> ("this site"), we understand the importance of keeping personal information private and secure. This privacy policy ("Privacy Policy") describes generally how we manage personal information and safeguard privacy. If you would like more information, please don't hesitate to contact us.

This Privacy Policy forms part of, and is subject to the provisions of, our Usage Terms (<https://www.thepizzaboys.com.au/terms>).

## **We care about your privacy:**

**We will never rent, trade or sell your email address to anyone.**

**We will never publicly display your email address or other personal details that identify you (this excludes information you have publicly displayed on our website or social media platforms).**

## **The Australian Privacy Principles**

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We will treat all personal information in accordance with any and all obligations that are binding upon us under the *Privacy Act 1988* (Cth) ("Privacy Act"). The Privacy Act lays down 13 key principles in relation to the collection and treatment of personal information, which are called the "Australian Privacy Principles".

## **What is "personal information"?**

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Personal information held by the Company may include your:

- name and date of birth;
- residential and business postal addresses, telephone/mobile/fax numbers and email addresses;
- bank account and/or credit card details for agreed billing purposes;
- your computer and connection information; and
- any information that you otherwise share with us.

## **Information provided to payment gateway providers**

All purchases that are made through this site are processed securely and externally by one or more third party payment gateway providers. Unless you expressly consent otherwise, we do not see or have access to any personal information that you may provide to such third party payment gateway providers, other than information that is required in order to process your order and deliver your purchased items to you (eg, your name, email address and billing address).

## **How we may collect your personal information**

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At this site, we only collect personal information that is necessary for us to conduct our business as a mobile pizza catering service provider.

## **Information that you provide to us**

We may collect personal information that you provide to us about yourself when you:

- use this site, including (without limitation) when you:
  - purchase any services through this site;
  - add reviews, forum or chat room messages or comments in any elements of this site that permit user-generated content;
  - register for access to premium content or request certain premium features; or
  - complete a quote or online contact form to contact us;
- provide information to us by telephone or through marketing or competition application forms; or
- send us an email or other communication.

### **IP addresses**

This site may also collect Internet Protocol (IP) addresses. IP addresses are assigned to computers on the internet to uniquely identify them within the global network. The Company collects and manages IP addresses as part of the service of providing internet session management and for security purposes. The Company may also collect and use web log, computer and connection information for security purposes and to help prevent and detect any misuse of, or fraudulent activities involving, this site.

### **Cookies**

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This site uses "cookies" to help personalise your online experience. A cookie is a text file or a packet of information that is placed on your hard disk by a web page server to identify and interact more effectively with your computer. There are two types of cookies that may be used at this site: a persistent cookie and a session cookie. A persistent cookie is entered by your web browser into the "Cookies" folder on your computer and remains in that folder after you close your browser, and may be used by your browser on subsequent visits to this site. A session cookie is held temporarily in your computer's memory and disappears after you close your browser or shut down your computer. Cookies cannot be used to run programs. Cookies are uniquely assigned to you, and can only be read by a web server in the domain that issued the cookie to you. In some cases, cookies may collect and store personal information about you. The Company extends the same privacy protection to your personal information, whether gathered via cookies or from other sources.

You can configure your internet browser to accept all cookies, reject all cookies or notify you when a cookie is sent. Please refer to your internet browser's instructions to learn more about these functions. Most web browsers automatically accept cookies, but you can usually modify your browser settings to decline cookies if you prefer. If you choose to decline cookies, you may not be able to fully experience the interactive features of this site.

### **Why we use cookies**

This site uses cookies in order to:

- remember your preferences for using this site;
- facilitate e-commerce transactions, to ensure that your order is remembered between pages during the checkout process;
- show relevant notifications to you (eg, notifications that are relevant only to users who have, or have not, subscribed to newsletters or email or other subscription services); and
- remember details of data that you choose to submit to us (eg, through online contact forms or by way of comments, forum posts, chat room messages, reviews, ratings, etc).



Many of these cookies are removed or cleared when you log out but some may remain so that your preferences are remembered for future sessions.

### **Third party cookies**

In some cases, third parties may place cookies through this site. For example:

- Google Analytics, one of the most widespread and trusted website analytics solutions, may use cookies de-identified data about how long users spend on this site and the pages that they visit;
- Google AdSense, one of the most widespread and trusted website advertising solutions, may use cookies to serve more relevant advertisements across the web and limit the number of times that a particular advertisement is shown to you; and
- third party social media applications (eg, Facebook, Twitter, LinkedIn, Pinterest, YouTube, Instagram, etc) may use cookies in order to facilitate various social media buttons and/or plugins in this site.

### **How we may use your personal information**

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Your personal information may be used in order to:

- verify your identity;
- assist you to place orders through this site;
- process any purchases of services that you may make through this site, including charging, billing and collecting debts;
- respond to any queries or feedback that you may have;
- conduct appropriate checks for credit-worthiness and for fraud;
- prevent and detect any misuse of, or fraudulent activities involving, this site;
- conduct research and development in respect of our services;
- gain an understanding of your information and communication needs or obtain your feedback or views about our services in order for us to improve them; and/or
- maintain and develop our business systems and infrastructure, including testing and upgrading of these systems,

and for any other purpose reasonably considered necessary or desirable by the Company in relation to the operation of our business.

From time to time we may email our customers with news, information and offers relating to our own services or those of selected partners. Your personal information may also be collected so that the Company can promote and market products and services to you. This is to keep you informed of products, services, and special offers we believe you will find valuable and may continue after you cease acquiring products and services from us. If you would prefer not to receive promotional or other material from us, please let us know and we will respect your request. You can unsubscribe from such communications at any time if you choose.

## **When we may disclose your personal information**

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In order to deliver the services you require or for the purposes set out above, the Company may disclose your personal information to organisations outside the Company. Your personal information disclosed to these organisations only in relation to this site, and the Company takes reasonable steps to ensure that these organisations are bound by confidentiality and privacy obligations in relation to the protection of your personal information. These organisations may carry out or provide:

- customer enquiries;
- mailing systems;
- billing and debt-recovery functions;
- information technology services;
- marketing, telemarketing and sales services;
- market research; and
- website usage analysis.

In addition, we may disclose your personal information to:

- your authorised representatives or legal advisers (when requested by you to do so);
- credit-reporting and fraud-checking agencies;
- credit providers (for credit-related purposes such as creditworthiness, credit rating, credit provision and financing);
- our professional advisers, including our accountants, auditors and lawyers;
- government and regulatory authorities and other organisations, as required or authorised by law;
- organisations who manage our business strategies, including those involved in a transfer/sale of all or part of our assets or business (including accounts and trade receivables) and those involved in managing our business risk and funding functions; and
- the police or other appropriate persons where your communication suggests possible illegal activity or harm to others.

## **Contacting us about privacy**

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If you would like more information about the way we manage personal information that we hold about you, or are concerned that we may have breached your privacy, please contact us by email to [info@thepizzaboys.com.au](mailto:info@thepizzaboys.com.au) or by post.

## **Access to your personal information**

In most cases, you may have access to personal information that we hold about you. We will handle requests for access to your personal information in accordance with the Australian Privacy Principles. All requests for access to your personal information must be directed to the Privacy Officer by email using the email address provided above or by writing to us at our postal address. We will deal with all requests for access to personal information as quickly as possible. Requests for a large amount of information, or information that is not currently in use, may require further time before a response can

be given. We may charge you a fee for access if a cost is incurred by us in order to retrieve your information, but in no case will we charge you a fee for your application for access.

In some cases, we may refuse to give you access to personal information that we hold about you. This may include circumstances where giving you access would:

- be unlawful (eg, where a record that contains personal information about you is subject to a claim for legal professional privilege by one of our contractual counterparties);
- have an unreasonable impact on another person's privacy; or
- prejudice an investigation of unlawful activity.

We may also refuse access where the personal information relates to existing or anticipated legal proceedings, and the information would not be accessible by the process of discovery in those proceedings.

If we refuse to give you access, we will provide you with reasons for our refusal.

### **Correcting your personal information**

We will amend any personal information about you that is held by us and that is inaccurate, incomplete or out of date if you request us to do so. If we disagree with your view about the accuracy, completeness or currency of a record of your personal information that is held by us, and you ask us to associate with that record a statement that you have a contrary view, we will take reasonable steps to do so.

### **Storage and security of your personal information**

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We are committed to maintaining the confidentiality of the information that you provide us and we will take all reasonable precautions to protect your personal information from unauthorised use or alteration. In our business, personal information may be stored both electronically (on our computer systems and with our website hosting provider) and in hard-copy form. Firewalls, anti-virus software and email filters, as well as passwords, protect all of our electronic information. Likewise, we take all reasonable measures to ensure the security of hard-copy information.

### **Third party websites**

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You may click-through to third party websites from this site, in which case we recommend that you refer to the privacy statement of the websites you visit. This Privacy Policy applies to this site only and the Company assumes no responsibility for the content of any third party websites.

### **Re-marketing**

We may use the Google AdWords and/or Facebook re-marketing services to advertise on third party websites to previous visitors to this site based upon their activity on this site. This allows us to tailor our marketing to better suit your needs and to only display advertisements that are relevant to you. Such advertising may be displayed on a Google search results page or a website in the Google Display Network or inside Facebook. Google and Facebook may use cookies and/or pixel tags to achieve this. Any data so collected by Google and/or Facebook will be used in accordance with their own respective privacy policies. None of your personal Google and/or Facebook information is reported to us.

You can set preferences for how Google advertises to you using the Google Ads Settings page (<https://www.google.com/settings/ads>). Facebook has enabled an AdChoices link that enables you to opt out of targeted advertising.

## **Changes to this Privacy Policy**

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From time to time, it may be necessary for us to revise this Privacy Policy. Any changes will be in accordance with any applicable requirements under the Privacy Act and the Australian Privacy Principles. We may notify you about changes to this Privacy Policy by posting an updated version on this site.

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If you require any further information about the Privacy Act and the Australian Privacy Principles, you can visit the Federal Privacy Commissioner's website (see [www.privacy.gov.au](http://www.privacy.gov.au)).