

TERMS OF USE

For your protection, we would like to inform you of the terms and conditions of using our services (the "Terms of Use - Services"). We reserve the right to update or change the Terms of Use – Services at any time and for any reason. By using our services, you agree to be bound by these Terms of Use - Services and any subsequent revisions to the Terms of Use - Services. The date of the last update to these Terms of Use - Services is stated at the bottom of this page.

1. PRIVACY

To help our chefs meet your needs, we may ask you for limited personal information upon registration for our website or services. This limited information may include (but is not limited to) personal and demographic information, food preferences, dietary needs, and credit card information. We respect your privacy and seek to minimize the possibility of unauthorized use of personal information.

How do we collect personal information?

We collect customer information using voluntary form submissions, which ask you to fill in blanks or check boxes. You have no obligation to provide any information to use our website. However, should you wish to become a potential customer or register for our website, you may be required to provide some or all of the requested information.

How do we use your voluntary information?

We use the information you provide to us to help better manage your account and meet your needs. For example, your chef may use information about your food preferences and dietary needs to develop a personalized menu for you using our recipe databases. Your information is absolutely confidential and is never sold or shared with third parties. To ensure that unauthorized persons will not access your credit card and billing information, we maintain such information with a third-party merchant bank that stores the information on secure servers using state-of-the-art encryption security. However, we are not responsible for the maintenance of such servers or security technologies. Furthermore, we do not store non-financial personal information on secure servers and cannot guarantee its unauthorized access. We do not send "cookies" (which automatically collect information about how you use a website) to your browser. However, we cannot guarantee that third parties, such as our affiliates and partners, will not use cookies to measure your use of certain pages relating to our website.

2. DISCLAIMERS

NO WARRANTIES

YOUR USE OF OUR WEBSITE IS AT YOUR OWN RISK. WE PROVIDE THE SERVICES ON OUR SITE TO YOU ON AN "AS IS" BASIS. WE DISCLAIM ALL WARRANTIES AND CONDITIONS, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, WITH REGARD TO THE SERVICES AND INFORMATION CONTAINED ON OR MADE AVAILABLE THROUGH OUR WEBSITE. THIS DISCLAIMER APPLIES TO BOTH ISOLATED AND AGGREGATED USES OF OUR WEBSITE.

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LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL EPICURE PERSONAL CHEFS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING (BUT NOT LIMITED TO) ANY LOSS CAUSED BY ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OF TRANSMISSION, COMPUTER VIRUS, COMMUNICATION LINE

FAILURE, THEFT, DESTRUCTION, OR UNAUTHORIZED ACCESS TO, ALTERATION OF, OR USE OF THE WEBSITE.

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If you believe that any of the Content on our website infringes a copyright, trademark, patent, or other right of another party, please direct an e-mail to our Customer Service Department at info@epicurechefs.com or call us on **02 9029 0767**.

4. USER SUBMISSIONS

You agree that you will not upload or transmit any communications or content of any type that infringe or violate any rights of any party. By submitting communications or content to any part of this website, you agree that such submission is non-confidential for all purposes. If you make any such submission, you automatically grant or warrant that the owner of such content has expressly granted Epicure Personal Chefs a royalty-free, perpetual, irrevocable, world-wide exclusive license to use, reproduce, create derivative works from, modify, publish, edit, translate, distribute, perform, and display the communication or content in any media or medium, or any form, format, or forum now known or hereafter developed.

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6. AGREEMENTS

All Prices quoted are GST inclusive unless specified.

With your booking confirmation, you are entering into a legal contract with Epicure Personal Chefs Australia Pty Ltd and agree to be bound by these Terms of Use – Services.

2. BOOKINGS, QUOTES & PAYMENTS

Event quotes will remain valid for 7 days from the date of quotation.

Tentative bookings will be held for 7 days, after which the date will become generally available.

Minimum numbers must be confirmed no later than 5 working days prior to the date of your function- this will be the minimum number of attendees you will be invoiced for.

To confirm your event, we require a written booking confirmation (email) and a deposit of 25% from the total quote + Room Hire (if applicable).

The deposit will be deducted from the total cost of your event.

The deposit must be paid within 7 days of receipt of invoice to secure your booking.

All new private clients are required to settle the account 5 working days prior to your event unless agreed upon.

Corporate Clients and returning customers will be invoiced after the event.

Please note that the account must be settled within 7 days.

Please let us know if you would like to set up an account and require a credit application (corporate only).

All delivered Goods remain property of Epicure Personal Chefs until full payment is received.

3. CANCELLATION & FEES

In the event of your function or cooking class being cancelled your deposit can only be returned: in full, if your cancellation date is at least 4 weeks prior to the event

Cancellation of booking 28 days prior to your event %25 cancellation fee

Cancellation of booking 14 days prior to your event %50 cancellation fee

Cancellation of booking 07 days prior to your event %75 cancellation fee

Cancellation of booking within 07 days prior to your event %100 cancellation fee

Cancellation fees are based on the total estimated cost of the event.

Room hire and Equipment hire charges may be subject to different cancellation/refund policies - we will supply a copy of your chosen venues' terms & conditions on request.

We are here to help- please contact us on 02 9029 0767 or 0404 66 98 44

4. MENU SELECTION

All Diners are to choose the same menu. We are happy to assist with menu selections, however to ensure your needs are met, it is necessary to provide your menu selections at least 7 working days prior to the date of your event. All Diners are to choose the same menu.

Alternate serve of courses can be arranged and will incur a surcharge of \$ 7.50 per person & per course- up to a maximum of 22.50 p/person, p/menu.

We prepare all of our food fresh from scratch on the day of your event. We do not keep stock and all fresh food items are purchased for your event. Therefore, in the unlikely event of a food item being unavailable, we reserve the right to substitute such produce.

5. LABOUR CHARGES

All Quotations are inclusive of labour unless specified. All Dinner Parties with a minimum of 8 Diners will be inclusive of one wait staff.

6. SERVICE DURATION TIMES

Dinner4Two 2.5 hours from time of proposed start of service

Dinner4Four 2.5 hours from time of proposed start of service

Dinner4Six 3 hours from time of proposed start of service

Dinner4Eight 4 hours from time of proposed start of service

Dinner4Ten 4.5 hours from time of proposed start of service

Dinner4Twelve 4.5 hours from time of proposed start of service

Dinner4Fourteen+ 5.5 hours from time of proposed start of service

Team Buildings 4 hours from proposed starting time

Cooking Classes 3 hours

If you would like your event to run longer then anticipated, a surcharge of \$25.00 per 1/2 hour for each member of staff will apply.

7. FOOD SAFETY

Epicure Personal Chefs Australia PTY LTD complies with the current service and production of food laws. We guarantee the freshness of our products and give indications about shelf life for products left at clients' premises or taken away from our kitchens.

Epicure Personal Chefs Australia PTY LTD accepts no responsibility or liability for

- Complications resulting from consumption of Food that has not been prepared by Epicure Personal Chefs Australia Pty Ltd
- Any food items that have been taken away from our kitchen
- Any food items that have been packed by Epicure Personal Chefs staff and left on the clients premises
- Any food consumed that has not been served with Epicure Personal Chefs staff on premises

8. FOOD DELIVERIES

Drive by Dining service-

All our food is delivered in 5 star ice-rating iceboxes with ice packs. We guarantee that all food items will stay cold for a guaranteed duration of 24 hours. However, we do recommend the food to be refrigerated within 12 hours if left in our coolers. The coolers are a substitute for refrigeration only and a temporary solution to hold them for a short period of time until stored in a fridge. You are welcome to leave your own cooler, if this fits your situation better. Epicure Personal Chefs will not be responsible or liable for any order once it has been delivered.

Gourmet Hampers-

All our food is delivered in sealed 25 litre portable coolers with ice packs.

The coolers are a substitute for refrigeration only!

We do recommend the consumption or refrigeration of the contents within 4 hours of delivery

Epicure Personal Chefs will not be responsible or liable for any order once it has been delivered.

Please protect our environment and dispose carefully of any leftovers and rubbish.

9. FOOD ALLERGIES

It is the clients/organizers sole responsibility to inform Epicure Personal Chefs PTY LTD of any kind of food allergy/ intolerance your guests or attendees might have.

We require such information in writing.

In our premises we process foods that contain Coconut, Dairy, Nuts, Gluten, Seafood, Shellfish, Soy and Wheat.

We take outmost care in our food preparation and make every effort to accommodate any requests.

10. DAMAGE (Kitchen Hire)

The organizer of the event is financially responsible for any damage sustained to Epicure Personal Chefs Australia Pty Ltd property during events held at our premises,

This does not apply to events that are organized and supervised by our staff.

The use of display material and nails, staples or tape attachments to walls, floor or ceiling is permitted only by prior authorization from the director of Epicure Personal Chefs Australia PTY LTD.

The use of any type of confetti, glitter or similar items on or around the premises is not permitted and will incur a \$150 cleaning fee.

11. BREAKAGES

Epicure Personal Chefs Australia Pty Ltd offers full dinner services and uses its own equipment, glass and tableware.

On your request we can use your equipment and/or glass, tableware, etc. Our staff uses the outmost care in cleaning and polishing these items. However we do not accept any liability for breakages to any items that are used on your request!

12. LOSS OF EQUIPMENT

We realize that accidents happen; due to a recent increase of unreturned tableware you will be liable for any broken or lost items (other than the accidental glass or plate) that have been left behind at your venue!

You must ensure that all items are available for pick up by the following day. All items unaccounted for will be charged at replacement cost to you. A pick up fee of \$35 p/h will apply to all areas.

13. NON-SMOKING POLICY (Kitchen Hire)

Due to the nature of business smoking is not permitted on our premises. Recent changes in legislation may not permit the smoking in outside areas.

14. SECURITY & INSURANCE

Epicure Personal Chefs cannot accept responsibility for the loss or damage to any property or equipment, on or off premises prior to, during or after the event.

It is the client's responsibility to take out insurance for all items in their possession should it be deemed necessary.

Any items left on our premises can be collected by prior arrangement.

15. GIFT CERTIFICATES

All Gift Certificates are valid for 6 month from the date of issue. Gift Certificates are transferable within the same demographic area only.

Gift Certificates with a specified date and use may only be redeemed for the service & date indicated and may not be extendable.

Non Promotional Gift Certificates may be extended at the discretion of the Director of Epicure Personal Chefs Australia Pty Ltd. Extended Gift Certificates only may be subject to certain 'block out' dates- we will advise such dates by the time of extension.

16. COOKING CLASSES

Places are strictly limited. All cooking class bookings are tentative until full payment or deposit is received. Due to limited class sizes, places are confirmed on 'first paid first in' basis.

If you are not able to make it to one (1) of the lessons we will provide you with the opportunity to attend the next scheduled lesson at no extra charge (**Full 6 week course only**) - for any other lesson our cancellation policy applies.

In the unlikely event of Epicure Personal Chefs Australia Pty Ltd having to cancel a cooking class we will offer to repeat this class at the next available weekday at the same time or book you into any other class of the same value or give you a full refund for the cancelled lesson.

17. GENERAL LEGAL PROVISIONS

Jurisdiction and Forum

You expressly agree that exclusive jurisdiction for any dispute with Epicure Personal Chefs Australia PTY LTD, or in any way relating to your use of any of Epicure Personal Chefs Australia PTY LTD services, resides in the courts of the State of NSW, and you further agree and expressly consent to the exercise of personal jurisdiction in the courts of the State of NSW in connection with any such dispute including any claim involving Epicure Personal Chefs Australia PTY LTD or its affiliates, subsidiaries, employees, contractors, officers, directors, telecommunication providers, and web-content providers. These Terms of Use are governed by the internal substantive laws of the State of NSW, without respect to its conflict of laws principles.

Entire Agreement

These Terms of Use constitute the entire agreement between you and Epicure Personal Chefs Australia PTY LTD with respect to the use of the Epicure Personal Chefs services. Your use of the Epicure Personal Chefs services is also subject to the Epicure Personal Chefs Australia PTY LTD Privacy Policy. You also may be subject to additional terms and conditions that may apply when you use affiliate service providers.

Termination

Epicure Personal Chefs Australia PTY LTD may terminate these Terms of Use at any time without cause or notice. In addition, Epicure Personal Chefs, in its sole discretion, may terminate these Terms of Use immediately and without notice for violation of any part of these Terms of Use.

Indemnity

You agree to defend, indemnify, and hold harmless Epicure Personal Chefs Australia PTY LTD its officers, directors, employees, agents, licensors, suppliers, and affiliates from and against any claims, actions or demands, liabilities and settlements including without limitation, reasonable legal and accounting fees, resulting from, or alleged to result from, your violation of these Terms of Use.

Non-waiver

Our failure to exercise or enforce any right or provision of the Terms of Use shall not constitute a waiver of such right or provision. If any provision of the Terms of Use is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Terms of Use remain in full force and effect. No waiver of any of the Terms of Use shall be deemed a further or continuing waiver of such term or condition or any other term or condition.

Limitation on Actions

You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the website or these Terms of Use must be filed within one year after such claim or cause of action arose or be forever barred.

***The TERMS OF USE of
Epicure Personal Chefs Australia Pty Ltd
Have been last updated on January 14th, 2008***