

# TERMS & CONDITIONS

These Terms and Conditions (together with the documents referred to in it, particularly our Privacy Policy) sets out the terms and conditions on which EDEN RISING SUN ABN 18 929 637 306 (“Eden Rising Sun”, Eden Cafe”, “we”, “our” or us) will supply to you the products (Products) listed on our website [www.edenrisingsun.com](http://www.edenrisingsun.com) (Website).

By accessing and/or using this Website and related services, you agree to these Terms and Conditions, which include our Privacy Policy (available [privacy policy](#)) (Terms). You should review our Privacy Policy and these Terms carefully and immediately cease using our website if you do not agree to these Terms. Please read these terms and conditions carefully before ordering any Products from our site. You should understand that by ordering any of our Products, you agree to be bound by these terms and conditions.

## **Collection statement**

We collect personal information about you in order to facilitate the buying and selling process and for purposes otherwise set out in our [Privacy Policy](#).

When you browse our store, we also automatically receive your computer’s internet protocol (IP) address in order to provide us with information that helps us learn about your browser and operating system. With your permission, we may send you emails about our store, new products and other updates. We may disclose that information to third parties that help us deliver our services (including information technology suppliers, delivery suppliers and our business partners) or as required by law. If you do not provide this information, we may not be able to provide all of our services or products to you. We may also disclose your personal information to recipients that are located outside of Australia.

Our Privacy Policy explains: (i) how we store and use, and how you may access and correct your personal information; (ii) how you can lodge a complaint regarding the handling of your personal information; and (iii) how we will handle any complaint.

If you would like any further information about our privacy policies or practices, please contact us at [cafe@edenrisingsun.com](mailto:cafe@edenrisingsun.com).

By providing your personal information to us, you consent to the collection, use, storage and disclosure of that information as described in the Privacy Policy and these Terms.

## **Accuracy, completeness and timeliness of information**

We are not liable to you or anyone else if interference with or damage to your computer systems occurs in connection with the use of this website or a linked website. You must take your own precautions to ensure that whatever you select for your use from our website is free of viruses or anything else (such as worms or Trojan horses) that may interfere with or damage the operations of your computer systems. We may, from time to time and without

notice, change or add to the website (including the Terms) or the information, products or services described in it. However, we do not undertake to keep the website updated. We are not liable to you or anyone else if errors occur in the information on the website or if that information is not up-to-date.

### **General Conditions**

We reserve the right to refuse service to anyone for any reason at any time. You understand that your content (not including credit card information), may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices. Credit card information is always encrypted during transfer over networks.

We reserve the right at any time to modify or discontinue the Service (or any part or content thereof) without notice at any time. We shall not be liable to you or to any third-party for any modification, price change, suspension or discontinuance of the Service. We reserve the right, but are not obligated, to limit the sales of our products or 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 products or product pricing are subject to change at anytime without notice, at the sole discretion of us.

We reserve the right to discontinue any product at any time. Any offer for any product or service made on this site is void where prohibited.

### **Service Availability**

We are working on our international presence, however, at this time this Website and our products are only available to people residing in Australia, as such we do not accept orders from individuals outside Australia.

### **Your Status**

By placing an order through our site, you warrant that you are at least 18 years old and you are residing in Australia.

### **Meal orders**

When you purchase a product or service from us, we may request certain personal identifiable information from you. You may be required to provide contact information (such as name, email, and delivery address) and financial information (such as credit card number, expiration date and CCV). Please refer to our Privacy Policy [here](#) for more information on how we collect and use your information.

Meal Orders placed and paid for, are for one (1) menu only and do not rollover to the following week. Eden Rising Sun has weekly menu changes so all removed meals will be replaced with a meal similar to that dish. We reserve the right at our absolute discretion not to renew your subscription at any time without giving any reasons for our decision.

### **Quick Checkout**

By turning on Quick Checkout you're giving permission for Eden Rising Sun to securely store your credit card details to enable a faster transaction for your future orders. The security of your personal information is important to us. We never permanently store complete credit card details. We follow accepted industry standards to protect the personal information submitted to us, both during transmission and once we receive it.

### **Cancellation Policy**

Due to the nature of our business Eden Rising Sun requires a minimum notice of 12 hours prior to order cut off mentioning your intention to cancel your order. This must be done by calling our Cafe on (07) 4728 8566.

### **Promotions; Giveaways and Discount Vouchers**

We are always looking for ways to make our customers smile, and as such, we often run promotions and giveaways. For certain campaigns, promotions or contests, additional terms and conditions may apply. If you want to participate in such a campaign, promotion or contest, you must agree to the relevant terms and conditions applicable to that campaign, promotion or contest. In case of any inconsistency between such terms and conditions and these Terms, those terms and conditions will prevail.

Eden Rising Sun exercises the right to end promotions at any time with no prior warning.

### **Availability and Delivery**

After ordering online, you will receive an email confirmation from Eden Rising Sun containing your order details to the email address used to place the order. We currently only offer "pick up in store") Eden Rising Sun will not replace or provide a refund for any meals ordered by the customer by mistake. Customers must notify Eden Rising Sun if they have received an incorrect meal or are missing a meal within 24 hours of delivery by phone on (07) 4728 8566 Missing meal items will be either refunded to the customer by the same payment method used initially or a coupon code will be created to be used with the customers next order. Failure to comply with these policies will result in no replacement meal, refund or credit.

### **Risk and Title**

The title in the Products will pass to you from the time of collection.

### **Price and Payment**

The price of the Products will be as quoted on the Website from time to time, except in cases of obvious error. We may change Product prices , but

changes will not affect orders in respect of which we have already sent you a Dispatch Confirmation.

Payment for all Products must be by credit or debit card or cash. We accept payment with American Express, Visa and Mastercard.

### **Our Refund Policy**

Our Return & Refunds Policy covers refused and returned orders due to system error.

This refund policy does not apply to goods which have been opened, used or damaged after collection, or if any attempt has been made to alter the product. If for any reason you collect a delivery in error, you must contact us on (07) 4728 8566 within six (6) hours to organise re-collection of that order. All products and orders must be returned in their original condition. Failure to contact Eden Rising Sun within the designated time will deem the goods spoiled and your acceptance of the delivery, which you will be charged for. Eden rising Sun may refund payment in the event that there is a confirmed error on our end and/or you have been incorrectly charged.

All products and orders must be returned in their original condition.

Customers bear all costs associated with the refusal and return of any order if there is no fault on the part of Eden Rising Sun. Failure to adhere to the terms and conditions of Eden Rising Sun will prohibit any refunds or credits being issued to the Customer.

Eden Rising Sun will not be held liable to any financial or physical damages of any kind. For meal issues or feedback, please contact us on (07) 4728 8566 or send email [cafe@edenrisingsun.com](mailto:cafe@edenrisingsun.com) within 7 days of receiving your order. Photos of the meal and / or delivery are required to assist in our investigation. For minor complaints, a voucher code may be offered in lieu of a refund.

### **Warranties and Disclaimers**

To the maximum extent permitted by law, including the Australian Consumer Law, we make no warranties or representations about this website or the Content, including but not limited to warranties or representations that they will be complete, accurate or up-to-date, that access will be uninterrupted or error-free or free from viruses, or that this website will be secure.

We reserve the right to restrict, suspend or terminate without notice your access to this website, any Content, or any feature of this website at any time without notice and we will not be responsible for any loss, cost, damage or liability that may arise as a result.

You expressly agree that your use of, or inability to use, the service is at your sole risk. The service and all products and services delivered to you through the service are (except as expressly stated by us) provided 'as is' and 'as available' for your use, without any representation, warranties or conditions of any kind, either express or implied, including all implied warranties or

conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement.

### **Liability**

To the maximum extent permitted by law, including the Australian Consumer Law, in no event shall we be liable for any direct and indirect loss, damage or expense – irrespective of the manner in which it occurs – which may be suffered due to your use of our website and/or the information or materials contained on it, or as a result of the inaccessibility of this website and/or the fact that certain information or materials contained on it are incorrect, incomplete or not up-to-date.

### **Allergies & Pregnancy Related**

It is the customer's responsibility to refer to the Nutritional Panel and Ingredients of each meal before purchase. Eden Rising Sun takes all due care to keep allergy prone ingredients out of certain meals, please be aware they may still be present.

Eden Rising Sun accepts no liability whatsoever to any allergic reaction by a Customer as a result of consuming a Eden Rising Sun Take Ready Meal/ product - this also applies to expecting mothers.

### **Disputes**

All disputes to be lodged at [cafe@edenrisingsun.com](mailto:cafe@edenrisingsun.com) in writing, explaining the details of the dispute. Intellectual property rights. Unless otherwise indicated, we own or license from third parties all rights, title and interest (including copyright, designs, patents, trademarks and other intellectual property rights) in this website and in all of the material (including all text, graphics, logos, audio and software) made available on this website (Content).

Your use of this website and use of and access to any Content does not grant or transfer any rights, title or interest to you in relation to this website or the Content. However, we do grant you a licence to access the website and view the Content on the terms and conditions set out in this Agreement and, where applicable, as expressly authorised by us and/or our third party licensors. Any reproduction or redistribution of this website or the Content is prohibited and may result in civil and criminal penalties.

In addition, you must not copy the Content to any other server, location or support for publication, reproduction or distribution is expressly prohibited. All other use, copying or reproduction of this website, the Content or any part of it is prohibited, except to the extent permitted by law.

### **Events outside our control**

We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by events outside our reasonable control (Force Majeure Event).



A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control and includes in particular (without limitation) the following: strikes, lockouts or other industrial action; civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war; fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster; impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport; impossibility of the use of public or private telecommunications networks; and the acts, decrees, legislation, regulations or restrictions of any government.

### **Severability**

If any of these terms and Conditions or any provisions of a Contract are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

### **User Comments, Feedback and other Submissions**

If, at our request, you send certain specific submissions (for example contest entries) or without a request from us you send creative ideas, suggestions, proposals, plans, or other materials, whether online, by email, by postal mail, or otherwise (collectively, 'comments'), you agree that we may, at any time, without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium any comments that you forward to us. We are and shall be under no obligation (1) to maintain any comments in confidence; (2) to pay compensation for any comments; or (3) to respond to any comments.

### **Governing law**

Your use of the website and these Terms are governed by the law of Queensland and you submit to the non-exclusive jurisdiction of the courts exercising jurisdiction in Queensland.