



Terms & Conditions

FINLEY RETURNED SOLDIERS CLUB ONLINE ORDERING TERMS AND CONDITIONS

1. The Finley Returned Soldiers Club Online Ordering facility ("the Service") is provided by Finley Returned Soldiers Club Pty Ltd ABN 92001050246 (referred to as "Finley RSC", "us" or "we").
2. These terms and conditions apply to the use of the Service when it is used as an online ordering facility.
3. 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 Finley RSC's collection, use and disclosure of your personal information in accordance with Finley RSC's privacy policy (refer to <https://finleyrsc.com.au/about/privacy>) as may be amended from time to time and incorporated here by reference.

USE OF THE SERVICE

4. The Service is only available to individuals aged 18 years or over who are resident and accessing the Service in Australia via the Finley RSC website and associated applications.
5. 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 Finley RSC to enter into a further agreement as evidence of consent for a minor to order online.
6. Finley RSC may, in its absolute discretion, refuse to provide the Service to any person for any reason and Finley RSC will not be liable for any costs, loss or damage incurred by you if we refuse to provide the Service to you.

PLACING AN ORDER

7. To place an online order using the Service, you must follow the instructions on the ordering page of the Service. You are able to correct errors on your order up to the point on which you click the "Place Order" button on the "Place Order" page. Once you have entered the ordering screen you must complete your order before your session times out otherwise you will have to restart the order process.
8. 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.

9. 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.
10. By placing an order you confirm that all information contained in the order are correct.

ORDER CONFIRMATION

11. After you click on the "Place Order" button on the "Place Order" page, you place your order with us and we receive your order, and the system will send an automated email to the email address you have provided, setting out the details of your order.
12. You cannot change any order you place with us.
13. 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.
14. We may, at our sole discretion, accept or reject an order we have received.
15. Each order placed for items using the Service that we accept results in a separate binding agreement between you and the owner of the Finley RSC Bistro supplying those items.

FEES AND CHARGES

16. We will charge you and you agree to pay the following fees and charges in relation to any order made using the Service:
 - i. The purchase price for each item comprising the order; and
 - ii. Any other fees and charges set out in the terms and conditions.
17. 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.

PAYMENT VIA DEBIT/CREDIT CARD

18. For order paid by credit card or debit card, your card will be debited with the relevant amount once you press "Place Order" on the "Place Order" page. To protect you against fraud, we may require that the card used to pay for an order to be presented at the time of collection of your order.
19. 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.



20. We accept the following credit cards only:
- VISA; and
 - Mastercard.
21. 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.
22. You must not pay or attempt to pay for items using the Service through any fraudulent or unlawful means.

MINIMUM ORDERS

23. The Service is only available where:
- i. The minimum order is A\$9.00;
 - ii. The maximum order (paid for by cash) is A\$200.00; and
 - iii. The maximum order (paid for by credit card) is A\$400.00.

NO CANCELLATION

24. You may not reverse or cancel any order made using the Service.

PERSONAL INFORMATION AND SECURITY

25. 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.
26. 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.

RISK AND TITLE

27. 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:
- i. Payment of those items;
 - ii. Receipt of those items.

LIMITATION OF LIABILITY

28. 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:
- i. 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;



- ii. For any damage to your computer or mobile phone or other facilities as a result of using the Service; or
 - iii. 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.
29. Our maximum liability to you in respect of each use of the Service shall be the refund of the purchase price of your order.

INDEMNITY

30. 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:
- i. Your fraudulent or wilful negligent act or omissions;
 - ii. Any breach of these terms and conditions by you;
 - iii. Your act or omissions which causes us to be in breach or any law or regulation; or
 - iv. Personal injury, death or property damage caused or contributed to by you.

GENERAL RESTRICTIONS

31. You must not:
- i. 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;
 - ii. 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;
 - iii. make fraudulent or speculative enquiries, purchases or requests using the Services;
 - iv. use another person's details without their permission or impersonate another person when using the Service;
 - v. tamper with or hinder the operation of the Service;
 - vi. knowingly transmit any viruses, worms, defects, trojan horses or similar disabling or malicious code to our website or associated application associated with our Services;
 - vii. reformat or frame any portion of the web pages that are part of our website or associated application associated with our Services;



- viii. 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
- ix. use the Services other than in accordance with these terms and conditions.

WARRANTIES

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

INTELLECTUAL PROPERTY RIGHTS

- 33. You:
 - i. 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;
 - ii. 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
 - iii. must not frame or embed in another website any of the Material without our prior written consent.
- 34. 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.

ALTERATION OF TERMS

- 35. 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.

REFUNDS

- 36. If you are dissatisfied with the quality of any Products or the service provided by the Finley RSC and wish to seek a refund, a proportionate price reduction or any other compensation, you should contact us directly to lodge your complaint and, where appropriate, follow the Finley RSC's



own complaint procedures.

LAW AND JURISDICTION

37. Our relationship should be governed and interpreted according to the laws of the State of New South Wales. Any disputes which cannot be resolved between us shall be resolved in the courts of New South Wales.

COMPLAINTS AND COMPLIANCE

38. If you have any comments or complaints in respect of our services please contact the Customer Service team via <https://finleyrsc.com.au/contact-us/>