

Terms & Conditions

This agreement applies as between you, the User of this Website and PINO'S TRATTORIA PTY LTD the owner(s) of this Website. Your agreement to comply with and be bound by Clauses 1, 2, 4 – 11 and 15 – 25 of these Terms and Conditions is deemed to occur upon your first use of the Website. Clauses 3 and 12 – 14 apply only to the sale of Services. If you do not agree to be bound by these Terms and Conditions, you should stop using the Website immediately. No part of this Website is intended to constitute a contractual offer capable of acceptance. Your order constitutes a contractual offer and Our acceptance of that offer is deemed to occur upon Our sending a confirmation email to you indicating that your order has been accepted.

1. Definitions and Interpretation

In this Agreement the following terms shall have the following meanings:

Account: means collectively the personal information, Payment Information and credentials used by Users to access Paid Content and / or any communications System on the Website;

Content: means any text, graphics, images, audio, video, software, data compilations and any other form of information capable of being stored in a computer that appears on or forms part of this Website;

Facilities: means collectively any online facilities, tools, services or information that Pino's Trattoria (Aus) makes available through the Website either now or in the future;

Services: means the services available to you through this Website, specifically use of the Pino's Trattoria Pty Ltd, service provided by Now Book It and EWay payment Services.

Payment Information: means any details required for the purchase of Services from this Website. This includes, but is not limited to, credit / debit card numbers, bank account numbers and sort codes;

Premises: Means Our place(s) of business located at; 29-31 Thompson Ave Cowes 3922 VIC;

System: means any online communications infrastructure that Pino's Trattoria Pty Ltd makes available through the Website either now or in the future. This includes, but is not limited to, web-based email, message boards, live chat facilities and email links);

User / Users: means any third party that accesses the Website and is not employed by Pino's Trattoria and acting in the course of their employment;

Website: means the website that you are currently using (www.pinostrattoria.com.au) and any sub-domains of this site (e.g. www.eway.com.au) unless expressly excluded by their own terms and conditions; and

We/Us/Our: means Pino's Trattoria Pty Ltd a company incorporated with the Registrar of Companies for Australia with Company registration Number ABN: 18 053 160 508

2. Age Restrictions

Persons under the age of 18 should use this Website only with the supervision of an Adult. Payment Information must be provided by or with the permission of an Adult.

3. Business Customers

These Terms and Conditions also apply to customers procuring Services in the course of business.

4. Intellectual Property

- **4.1** Subject to the exceptions in Clause 5 of these Terms and Conditions, all Content included on the Website, unless uploaded by Users, including, but not limited to, text, graphics, logos, icons, images, sound clips, video clips, data compilations, page layout, underlying code and software is the property of Pino's Trattoria. Our affiliates or other relevant third parties. By continuing to use the Website you acknowledge that such

material is protected by applicable Australian and International intellectual property and other laws.

- **4.2** Subject to Clause 6 you may not reproduce, copy, distribute, store or in any other fashion re-use material from the Website unless otherwise indicated on the Website or unless given Our express written permission to do so.

5. Third Party Intellectual Property

- **5.1** Unless otherwise expressly indicated, all Intellectual Property rights including, but not limited to, Copyright and Trademarks, in product images and descriptions belong to the manufacturers or distributors of such products as may be applicable.
- **5.2** Subject to Clause 6 you may not reproduce, copy, distribute, store or in any other fashion re-use such material unless otherwise indicated on the Website or unless given express written permission to do so by the relevant manufacturer or supplier.

6. Fair Use of Intellectual Property

Material from the Website may be re-used without written permission where any of the exceptions detailed in the relevant Australian Legislation.

7. Links to Other Websites

This Website may contain links to other sites. Unless expressly stated, these sites are not under the control of Pino's Trattoria or that of Our affiliates. We assume no responsibility for the content of such websites and disclaim liability for any and all forms of loss or damage arising out of the use of them. The inclusion of a link to another site on this Website does not imply any endorsement of the sites themselves or of those in control of them.

8. Services, Pricing and Availability

- **8.1** Whilst every effort has been made to ensure that all general descriptions of Services available from Pino's Trattoria correspond to the actual Services that will be provided to you, We are not responsible for any variations from these descriptions as the exact nature of the Services may vary depending on your individual requirements and circumstances. This does not exclude Our liability for mistakes due to negligence on Our part and refers only to variations of the correct Services, not different Services altogether. Please refer to sub-Clause 12.6 for incorrect Services.
- **8.2** Where appropriate, you may be required to select the required Plan of Services (child or Adult).
- **8.3** We neither represent nor warrant that such Services will be available at all times and cannot necessarily confirm availability until confirming your Order. Availability indications are not provided on the Website.

- **8.4** All pricing information on the Website is correct at the time of going online. We reserve the right to change prices and alter or remove any special offers from time to time and as necessary.
- **8.5** In the event that prices are changed during the period between an order being placed for Services and Us processing that order and taking payment, then the price that was valid at the time of the order shall be used.
- **8.6** All prices on the Website do include GST.

9. Orders and Provision of Services

- **9.1** No part of this Website constitutes a contractual offer capable of acceptance. Your order constitutes a contractual offer that We may, at Our sole discretion, accept. Our acceptance is indicated by Us sending to you an order confirmation email. Only once We have sent you an order confirmation email will there be a binding contract between Pino's Trattoria Pty Ltd and you.
- **9.2** Order confirmations under sub-Clause 9.1 will be sent to you before the Services begin and shall contain the following information:
 - **9.2.1** Confirmation of the Services ordered including full details of the main characteristics of those Services;
 - **9.2.2** Fully itemised pricing for the Services ordered including, where appropriate, taxes, delivery and other additional charges;
 - **9.2.3** Relevant times and dates for the provision of the Services;
 - **9.2.4** User credentials and relevant information for accessing those services.
- **9.3** If We, for any reason, do not accept your order, no payment shall be taken under normal circumstances. In any event, any sums paid by you in relation to that order will be refunded within 14 calendar days.
- **9.4** Payment for the Services shall be taken via your chosen payment method, immediately for any setup fee that corresponds to the event you purchased.
- **9.5** In the event that Services are provided that are not in conformity with your order and thus incorrect, you should contact Us immediately to inform Us of the mistake. We will ensure that any necessary corrections are made within five (5) working days.
- **9.6** Additional terms and conditions may apply to the provision of certain Services/events. You will be asked to read and confirm your acceptance of any such terms and conditions when completing your Order.

10. Cancellation of Orders and Services

We want you to be completely satisfied with the Products/ Services or events you order from Pino's Trattoria. If you need to speak to us about your Order, then please contact by email, admin@pinostrattoria.com.au or see us at our address (see section 1 above).

You may cancel an Order that we have accepted or cancel the Contract within a cooling off period of 3 calendar days from date of purchase -with the exception of clause 10.2.2.

If any Specific Terms accompanying the Service/ event contain terms about cancelling the Service/event, the cancellation policy in the Specific Terms will apply.

- **10.1** If you change your mind about the Event/ Services and wish to cancel your order, please inform Us immediately using the following email: admin@pinostrattoria.com.au .
 - **10.2.1** As part of the T& C's no full refund will be performed after the 25th December 2020.
 - **10.2.2** If you wish to cancel the Services in which we have accepted cancellation for, Refunds, where applicable, will be issued within 5 working days and in any event no later than 14 calendar days after you inform Us that you wish to cancel.
- **10.3** Cancellation of Services after the 3 calendar days has elapsed shall be subject to the specific terms governing those Services/ & or events and may be subject to a late cancellation fee of 50% of the total purchase price.
- **10.4** If for some circumstance or event that Pino's Trattoria Pty Ltd needs to cancel the Services/ & or Event- All customers whom have purchased the service with be notified by email & phone and be issued with a full refund.

11. Privacy

Use of the Website is also governed by our Privacy Policy which is incorporated into these Terms and Conditions by this reference.

11. How We Use Your Personal Information (Data Protection)

- **11.1** All personal information that We may collect (including, but not limited to, your name and address) will be collected, used and held in accordance with the provisions of the Data Protection Act 1998 and your rights under that Act.
- **11.2** We may use your personal information to:
 - **11.2.1** Provide Our Services to you;
 - **11.2.2** Process your payment for the Services; and
 - **11.2.3** Inform you of new products and services available from Us. You may request that We stop sending you this information at any time.
- **11.3** In certain circumstances (if, for example, you wish to purchase Services on credit), and with your consent, We may pass your personal information on to credit reference agencies. These agencies are also bound by the Data Protection Act 1998 and should use and hold your personal information accordingly.

- **11.4** We will not pass on your personal information to any other third parties without first obtaining your express permission.

12. Disclaimers

- **12.1** We make no warranty or representation that the Website will meet your requirements, that it will be of satisfactory quality, that it will be fit for a particular purpose, that it will not infringe the rights of third parties, that it will be compatible with all systems, that it will be secure and that all information provided will be accurate. We make no guarantee of any specific results from the use of our Service or Services.
- **12.2** No part of this Website is intended to constitute advice and the Content of this Website should not be relied upon when making any decisions or taking any action of any kind.
- **12.3** No part of this Website is intended to constitute a contractual offer capable of acceptance.
- **12.4** Whilst We use reasonable endeavours to ensure that the Website is secure and free of errors, viruses and other malware, you are strongly advised to take responsibility for your own internet security, that of your personal details and your computers.

13. Changes to the Facilities and these Terms and Conditions

We reserve the right to change the Website, its Content or these Terms and Conditions at any time. You will be bound by any changes to the Terms and Conditions from the first time you use the Website following the changes. If We are required to make any changes to these Terms and Conditions by law, these changes will apply automatically to any orders currently pending in addition to any orders placed by you in the future.

14. Availability of the Website

- **14.1** The Website is provided “as is” and on an “as available” basis. Pino’s Trattoria Pty Ltd uses industry best practices to provide a high uptime, including a fault-tolerant architecture hosted in cloud servers. We give no warranty that the Website or Facilities will be free of defects and / or faults and we do not provide any kind of refund for outages. We provide no warranties (express or implied) of fitness for a particular purpose, accuracy of information, compatibility and satisfactory quality.
- **14.2** We accept no liability for any disruption or non-availability of the Website resulting from external causes including, but not limited to, ISP equipment failure, host equipment

failure, communications network failure, power failure, natural events, acts of war or legal restrictions and censorship.

15. Limitation of Liability

- **15.1** To the maximum extent permitted by law, We accept no liability for any direct or indirect loss or damage, foreseeable or otherwise, including any indirect, consequential, special or exemplary damages arising from the use of the Website or any information contained therein. You should be aware that you use the Website and its Content at your own risk.
- **15.2** Nothing in these Terms and Conditions excludes or restricts Pino's Trattoria's liability for death or personal injury resulting from any negligence or fraud on the part of Pino's Trattoria
- **15.3** Nothing in these Terms and Conditions excludes or restricts Pino's Trattoria's liability for any direct or indirect loss or damage arising out of the incorrect provision of Services or out of reliance on incorrect information included on the Website.
- **15.4** In the event that any of these terms are found to be unlawful, invalid or otherwise unenforceable, that term is to be deemed severed from these Terms and Conditions and shall not affect the validity and enforceability of the remaining Terms and Conditions. This term shall apply only within jurisdictions where a particular term is illegal.

- **No Waiver**

In the event that any party to these Terms and Conditions fails to exercise any right or remedy contained herein, this shall not be construed as a waiver of that right or remedy.

16. Third Party Rights

Nothing in these Terms and Conditions shall confer any rights upon any third party. The agreement created by these Terms and Conditions is between you and Pino's Trattoria.

17. Law and Jurisdiction

These Terms and Conditions shall be governed by and interpreted in accordance with the laws of the State of Victoria and where appropriate the laws of the Commonwealth of Australia and the parties shall submit to the non-exclusive jurisdiction of the courts of the State of Victoria.