

## Terms of use

Thank you for visiting our website. This website is owned and operated by Next Order Pty Ltd. (ACN 627 375 535). By accessing and/or using this website and related services, you agree to these Terms and Conditions, which include our 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.

In these Terms, 'us', 'we' and 'our' means Next Order Pty Ltd.

### 1. Registration

You must be a registered member to make orders, reservations and access certain features of our website.

When you register and activate your account, you will provide us with personal information such as your name, mobile number and address. You must ensure that this information is accurate and current. We will handle all personal information we collect in accordance with our Privacy Policy.

When you first place an order on our website, we will register and activate your account. You are responsible for keeping your account secure and are responsible for all use and activity carried out under this account.

To create an account, you must be:

- (a) at least 18 years of age;
- (b) possess the legal right and ability to enter into a legally binding agreement with us; and
- (c) agree and warrant to use the website in accordance with these Terms.

### 2. Collection Notice

We collect personal information about you in order to process your orders, reservations and for purposes otherwise set out in our Privacy Policy.

We may disclose that information to third parties that help us deliver our services (including information technology suppliers, communication suppliers and our Restaurants) or as required by law. If you do not provide this information, we may not be able to provide all of our services to you.

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.

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.

### 3. Accuracy, completeness and timeliness of information

The information on our website is not comprehensive and is intended to provide a summary of the subject matter covered. While we use all reasonable attempts to ensure the accuracy and completeness of the information on our website, live waiting times displayed for delivery and pickup are estimates only as set out in our Delivery Policy.

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.

### 4. Promotions and competitions

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 need to 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.

### 5. Orders and processing

5.1 **Placing your Order:** Once you select the Products you wish to order from the menu and provide other required information, you will be given the opportunity to submit your Order by clicking or selecting the "Order", "Proceed to Payment", "Confirm and Pay" or similar button. It is important that you check all the information that you enter and correct any errors before clicking or selecting this button; once you do so we will process your Order and errors cannot be corrected.

5.2 **Minimum Order Amount:** If a minimum order amount is in place, you may not place an order until the value of your Order equals or exceeds that amount. The minimum order amount must be met after applying any discounts or specials that reduce the total Order amount.

5.3 **Amending or cancelling your Order:** Once you submit your Order and your payment has been authorised, you will not be entitled to change or cancel your Order online (please refer to paragraph 7.5 for details of the process relating to rejected Orders). If you wish to change or cancel your Order, you may contact the Restaurant directly. However, there is no guarantee that the Restaurant will agree to your requests as they may have already started to process your Order.

5.4 **Payment authorisation:** Where any payment you make is not authorised, your Order will not be processed by or communicated to the Restaurant.

**5.5 Processing your Order and Restaurant rejections:** On receipt of your Order, we will begin processing it by sending it to the Restaurant and may notify you by SMS that your Order has been received and is being processed. Any confirmation page that you may see on the Website merely indicates that your Order has been received and is being processed by us, and does not necessarily mean that your Order has been accepted by the Restaurant.

The restaurant has the discretion to reject Orders at any time because they are too busy, due to weather conditions or for any other reason. Restaurants are encouraged to accept all Orders and to communicate any rejection promptly, and we may notify you by SMS as soon as reasonably practicable if a Restaurant rejects your Order.

When a Restaurant confirms receipt of the order and expected collection or delivery time, may send you an SMS confirmation.

**5.6 Delivery of your Order:** Delivery will be provided by the Restaurant. Estimated times for deliveries and collections are provided by the Restaurant and are only estimates. While the Restaurant will try their best to meet these estimates, we make no guarantee that Orders will be delivered or will be available for collection within the estimated times. All food preparation is the sole responsibility of the Restaurant accepting the Order. To the extent permitted by law, including the Australian Consumer Law, Next Order accepts no liability associated with food preparation or delivery by the Restaurant accepting the Order. The Restaurant is responsible for getting your food from the Restaurant to your home.

## 6. Price and Payment

**6.1 Taxes and delivery costs:** Prices for individual menu items will be as quoted on the Website in Australian dollars. These prices include any applicable taxes but may exclude delivery costs (if you opt for delivery instead of collection) and any online payment administration charge imposed by the Restaurant (if you pay for your Order online). These will be added to the total amount due where applicable.

**6.2 Payment methods:** Payment for Orders must be made by an accepted credit or debit card through the Website or in cash to the Restaurant at the point of collection or delivery to you.

**6.3 Card payments:** If you pay by credit or debit card, you may be required to show the card to the Restaurant at the time of delivery as proof of identification and so that they can check that the card conforms with the receipt data for the Order. Please note that from time to time there may be delays with the processing of card payments and transactions; this may result in delays in sums being deducted from your bank account or charged to your credit or debit card.

**6.4 Credit and discount vouchers:** A credit or discount may apply to your Order if you use a promotional voucher or code recognised by the Website and endorsed by the Restaurant and you pay for any balance by credit or debit card.

6.5 **Rejected Orders:** Once you have submitted an Order that you are paying for by credit or debit card and your payment has been authorised, you will be charged the full amount of your Order. If your Order is subsequently rejected by the Restaurant (as described in paragraph 6.5 above) or cancelled for any other reason, your bank or card issuer will refund the relevant amount. However, this may take between 3 to 5 working days (or longer, depending on your bank or card issuer). You acknowledge and agree that neither we nor the relevant Restaurant will be responsible or liable to you in relation to this delay by your bank or card issuer in the release of funds back into your account.

6.6 **Ownership of Orders:** Your Order remains the property of Next Order until full cleared payment for the Order has been received.

## 7. Customer Reviews & Ratings

7.1 You are responsible for review content and ratings. Reviews and ratings do not reflect the opinion of Next Order. By submitting a review you agree that content provided is true and accurate.

7.2 A Review cannot be displayed outside of Next Order managed websites without the written consent of Next Order.

## 8. Linked sites

Our website may contain links to websites operated by third parties. Those links are provided for convenience and may not remain current or be maintained. Unless expressly stated otherwise, we do not endorse and are not for the content on those linked websites and have no control over or rights in those linked websites.

## 9. Intellectual property rights

(a) Unless otherwise indicated, all content and intellectual property 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, and software) made available on this website.

(b) Content & intellectual property includes but is not limited to: website design, website source code, written content, ordering apps, service features, service delivery infrastructure, user interfaces, user experience, layouts, "look and feel", logos, graphics, artwork, text, images, photographs and pictures.

(c) 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.

- (d) 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.
- (e) Re-publishing content hosted by us, also known as 'hotlinking', is not permitted.
- (f) By submitting any content (including but not limited to reviews, ratings, comments, photographs, graphics) to and via Next Order goods or services, the Customer grants Next Order the ownership to this intellectual property and the right to use it in any manner Next Order chooses, to the maximum extent permitted by law. Customers must have permission to use content submitted and Next Order is not liable for any content submitted having not received authority from its original owner.
- (g) Next Order is not liable for any misprints, type errors, incorrect pricing, outdated information and or similar on the Retailer's website as this remains the responsibility of the Restaurant.
- (h) Next Order may display links, images and text throughout any web page as seen fit by Next Order for the purposes of promoting the Restaurant and/or Next Order. This includes, but is not limited to the Next Order logo, taglines and other recognisable symbols.

## **10. 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.

## **11. 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.

## **12. Jurisdiction and governing law**

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

## Privacy Policy

In this Privacy Policy, 'us' 'we' or 'our' means Next Order Pty Ltd (**ACN 627 375 535**) and our related bodies corporate. We are committed to respecting your privacy. Our Privacy Policy sets out how we collect, use, store and disclose your personal information.

By providing personal information to us, you consent to our collection, use and disclosure of your personal information in accordance with this Privacy Policy and any other arrangements that apply between us. We may change our Privacy Policy from time to time by publishing changes to it on our website. We encourage you to check our website periodically to ensure that you are aware of our current Privacy Policy.

Personal information includes information or an opinion about an individual that is reasonably identifiable. For example, this may include your name, postcode and contact details. It may also include financial information, including your credit card information.

### What personal information do we collect?

We may collect the following types of personal information:

- name;
- street address;
- telephone number and other contact details;
- credit card information;
- your device ID, device type, geo-location information, computer and connection information, statistics on page views, traffic to and from the sites, IP address and standard web log information;
- details of the products and services we have provided to you or that you have enquired about, including any additional information necessary to deliver those products and services and respond to your enquiries;
- any additional information relating to you that you provide to us directly through our website or app or indirectly through your use of our website or app or online presence or through other websites or accounts from which you permit us to collect information;
- information you provide to us through reviews; or
- any other personal information that may be required in order to facilitate your dealings with us.

We may collect these types of personal information either directly from you, or from third parties. We may collect this information when you:

- register on our website or app;
- communicate with us through correspondence, chats, email, or when you share information with us from other social applications, services or websites;
- interact with our sites, services, content and advertising; or
- invest in our business or enquire as to a potential purchase in our business.

In addition, when you apply for a job or position with us we may collect certain information from you (including your name, contact details, working history and relevant records checks) from any recruitment consultant, your previous employers and others who may be able to provide information to us to assist in our decision on whether or not to make you an offer of employment or engage you under a contract. This Privacy Policy does not apply to acts and practices in relation to employee records of our current and former employees, which are exempt from the Privacy Act.

### **Why do we collect, use and disclose personal information?**

We may collect, hold, use and disclose your personal information for the following purposes:

- to enable you to access and use our website and app;
- to operate, protect, improve and optimise our website and app, business and our users' experience, such as to perform analytics, conduct research and for advertising and marketing;
- to send you service, support and administrative messages, reminders, technical notices, updates, security alerts, and information requested by you;
- to send you marketing and promotional messages and other information that may be of interest to you, including information sent by, or on behalf of, our business partners that we think you may find interesting;
- to administer rewards, surveys, contests, or other promotional activities or events sponsored or managed by us or our business partners;
- to comply with our legal obligations, resolve any disputes that we may have with any of our users, and enforce our agreements with third parties; and
- to consider your employment application.

### **Do we use your personal information for direct marketing?**

We and/or our carefully selected business partners may send you direct marketing communications and information about our products. This may take the form of emails, SMS, mail or other forms of communication, in accordance with the Spam Act and the Privacy Act. You may opt-out of receiving marketing materials from us by contacting us at [privacy@nextorder.com.au](mailto:privacy@nextorder.com.au)

## **To whom do we disclose your personal information?**

We may disclose personal information for the purposes described in this privacy policy to:

- our employees and related bodies corporate;
- third party suppliers and service providers (including providers for the operation of our websites and/or our business or in connection with providing our products and services to you);
- professional advisers, dealers and agents;
- payment systems operators (e.g. merchants receiving card payments);
- our existing or potential agents, business partners or partners;
- our sponsors or promoters of any competition that we conduct via our services;
- anyone to whom our assets or businesses (or any part of them) are transferred;
- specific third parties authorised by you to receive information held by us; and/or
- other persons, including government agencies, regulatory bodies and law enforcement agencies, or as required, authorised or permitted by law.

We may disclose personal information outside of Australia to third party software development companies and cloud providers located in India and the United States of America.

We will, however, take reasonable steps to ensure that any overseas recipient will deal with such personal information in a way that is consistent with the Australian Privacy Principles.

## **Using our website and cookies**

We may collect personal information about you when you use and access our website.

While we do not use browsing information to identify you personally, we may record certain information about your use of our website, such as which pages you visit, the time and date of your visit and the internet protocol address assigned to your computer.

We may also use 'cookies' or other similar tracking technologies on our website that help us track your website usage and remember your preferences. Cookies are small files that store information on your computer, mobile phone or other device. They enable the entity that put the cookie on your device to recognise you across different websites, services, devices and/or browsing sessions. You can disable cookies through your internet browser but our websites may not work as intended for you if you do so.

We may also use cookies to enable us to collect data that may include personal information. For example, where a cookie is linked to your account, it will be considered personal information under the Privacy Act. We will handle any personal information collected by cookies in the same way that we handle all other personal information as described in this Privacy Policy.

## **Security**

We may hold your personal information in either electronic or hard copy form.

We take reasonable steps to protect your personal information from misuse, interference and loss, as well as unauthorised access, modification or disclosure and we use a number of physical, administrative, personnel and technical measures to protect your personal information. However, we cannot guarantee the security of your personal information.

## **Links**

Our website may contain links to websites operated by third parties. Those links are provided for convenience and may not remain current or be maintained. Unless expressly stated otherwise, we are not responsible for the privacy practices of, or any content on, those linked websites, and have no control over or rights in those linked websites. The privacy policies that apply to those other websites may differ substantially from our Privacy Policy, so we encourage individuals to read them before using those websites.

## **Accessing or correcting your personal information**

You can access the personal information we hold about you by contacting us using the information below. Sometimes, we may not be able to provide you with access to all of your personal information and, where this is the case, we will tell you why. We may also need to verify your identity when you request your personal information.

If you think that any personal information we hold about you is inaccurate, please contact us and we will take reasonable steps to ensure that it is corrected.

## **Making a complaint**

If you think we have breached the Privacy Act, or you wish to make a complaint about the way we have handled your personal information, you can contact us using the details set out below. Please include your name, email address and/or telephone number and clearly describe your complaint. We will acknowledge your complaint and respond to you regarding your complaint within a reasonable period of time. If you think that we have failed to resolve the complaint satisfactorily, we will provide you with information about the further steps you can take.

For further information about our Privacy Policy or practices, or to access or correct your personal information, or make a complaint, please contact us using the details set out below:

### **Privacy Officer**

Next Order Pty Ltd

2 Malop Street, Geelong

[privacy@nextorder.com.au](mailto:privacy@nextorder.com.au)

**Effective:** 01/01/19