

# ONLINE ORDERING TERMS

Last Modified: 8<sup>th</sup> December 2021

The terms and conditions set out below (Online Ordering Terms) apply to online orders for the supply of food and drink products by Home Thai restaurant (Orders) which are submitted via our online ordering facility at [www.homethai.net.au](http://www.homethai.net.au) (Online Ordering Service). The Online Ordering Service is operated by LEE & SAM Pty Ltd ACN 638464392.

By placing an order on the website [www.homethai.net.au](http://www.homethai.net.au), you accept the offer of Home Thai you enter into an agreement with this restaurant. Home Thai will process your order and you will find the contact details of Home Thai on the checkout page (or in the confirmation e-mail that you will receive as a result of your order).

Payments made through the website are made to LEE & SAM Pty Ltd ACN 638464392 and you are governed by Australia Law.

The use of the Online Ordering Service is governed by these Online Ordering Terms.

Without limiting the way in which you may become bound by these Online Ordering Terms, you will be deemed to have accepted and will be bound by these Online Ordering Terms by clicking a button on your device, by submitting an Order or by accessing the Online Ordering Service.

## 1 ACCESSING THE ONLINE ORDERING SERVICE

1.1 You may browse the Online Ordering Service and submit Orders as a guest, or create a user account (Account) by clicking on the registration link or when submitting an Order.

1.2 If you do create an Account, you will provide your details (including your payment details) which we will store on your Account or with our secure third party payment provider to make it easier for you to submit Orders in the future.

1.3 To create an Account or submit an Order, you warrant that all information given to us is true and correct.

## 2 PLACING ORDERS

2.1 To place an Order via the Online Ordering Service you will be required to specify:

- (a) the food and drink products that you want to order (Ordered Products);
- (b) the estimated collection time for the Order (Pickup Time);
- (c) your payment information; and
- (d) any other details we require to finalise your Order.

2.2 Please ensure that you check all of the details you enter and correct any errors before submitting your Order, as we will begin processing your Order immediately. You won't be able to cancel or vary your Order, except as allowed under clause 6.

2.3 We reserve the right to refuse any Order on any grounds.

## 3 SELECTING A PICKUP TIME

3.1 When placing an Order for later in the day, you will be asked to choose a Pickup Time, which is an estimated time for collection of your Order.

3.2 If you select the 'Order Now' option, we will let you know the earliest possible time we can have your Order ready for collection and ask you to confirm that time.

3.3 The Pickup Time must be on the same day the Order is submitted and must be within the opening hours.

3.4 Please only submit an Order if you intend to collect the Order at the Pickup Time, as we will prepare the Ordered Products in anticipation of your arrival at the Pickup Time.

## 4 PRICES

4.1 The prices published on the Online Ordering Service will apply to the Ordered Products. All prices stated on the Online Ordering Platform are inclusive of GST.

4.2 The Online Ordering Service may allow you to apply certain available discounts or promotions to Orders submitted via the Online Ordering Feature. If you wish to take advantage of one of our discounts or promotions which is not able to be claimed via our Online Ordering Service, please call Home Thai directly to place a telephone order.

4.3 We reserve the right to refuse an Order or alter the agreed price if an incorrect price was given due to a software malfunction or interference with the Online Ordering Service.

## 5 PAYMENT

5.1 You must pay for the Products at the time of submitting your Order using an approved payment method. Approved payment method is credit card.

5.2 The payment will be processed by us immediately and will be debited from your account in the timeframe set by your card or account provider.

5.3 If we are unable to authorise your payment via the selected payment method at check out, you will be alerted and your Order will not be processed.

5.4 We have engaged a third party payment provider to securely process credit and debit card payments and store payment details for Account holders. We will not store your credit or debit card information on our servers and will not have direct access to your payment information.

## 6 CHANGES & CANCELLATIONS BY YOU

6.1 You may cancel or change your Order at any time up to 30 minutes before the Pickup Time, by contacting our customer service directly on 02 9261 5058. No changes or cancellations will be accepted within 30 minutes prior to the Pickup Time.

6.2 If we allow you to cancel or change your Order, your original payment will still be processed. Our customer service team will then determine whether you are eligible for a refund according to clause 9.

## 7 CHANGES & CANCELLATIONS BY US

7.1 If we are unable to fulfil your Order due to unforeseen circumstances, or if one of the Products is no longer available, we may contact you to cancel or vary your Order.

7.2 We will endeavour to contact you before the Pickup Time, otherwise we will do our best to resolve the issue when you arrive at Home Thai.

7.3 In such a case, we will determine whether it is appropriate to:

- (1) replace the unavailable item with another item of a similar value;
- (2) provide a partial refund of the price of the unavailable item;
- (3) cancel the entire Order and provide a full refund; or
- (4) provide another form of compensation that we deem appropriate.

7.4 Any approved refunds will be handled by our customer service team as set out in clause 9.

## 8 COLLECTING YOUR ORDER

8.1 Please arrive at Home Thai at or around the Pickup Time and let a member of the restaurant team know the name attached to the Order.

8.2 To collect your Order, a member of our restaurant team will require you to present your Order confirmation or appropriate identification that matches your Order.

8.3 We will endeavour to have your Order ready to collect at the Pickup Time, but please be patient if there is a short wait due to high demand at the time.

8.4 If you arrive more than 10 minutes after the Pickup Time, we cannot guarantee that the Ordered Products will live up to our usual high standards of quality and freshness. We won't generally provide a replacement or refund if your food has aged gracefully while waiting for you.

8.5 We reserve the right to conduct and implement fraud detection processes, including validating your credit card details. If your nominated payment method triggers our fraud prevention protocols, we may ask you to confirm additional details, or rescind the transaction. In this case, your Order must pass our fraud prevention protocols before it will be fulfilled. If you do not provide the requested information, your Order will be cancelled and payment returned, if applicable, to the method you originally paid.

## 9 REFUND POLICY

9.1 We have a 100% satisfaction guarantee. If you are not happy with your experience please contact us at [homethai\\_sussex@hotmail.com](mailto:homethai_sussex@hotmail.com) and we will work to resolve your concerns.

9.2 Any complaint must be submitted to our customer care team for consideration within 48 hours after the Pickup Time. Our team will review your request and get back to you as soon as possible on how we propose to rectify your experience.

9.3 Any decision to grant a refund will be at our discretion (subject to our legal obligations) but we will always endeavour to address any complaints to your satisfaction. We will process any approved refunds within 5 business days of approval.

## 10 NO RESALE OR THIRD PARTY PROVIDERS

10.1 The Online Ordering Service is only open for Orders made on a direct to customer basis. Orders are only accepted on the condition that the person who places the Order must collect the Order in person for the purposes of private consumption. You must not resell or resupply any Products ordered via the Online Ordering Service to a third party.

10.2 We may refuse, without any refund, any Order submitted via the Online Ordering Service which we reasonably believe has been made by or through a third party delivery business.

## 11 DISCLAIMERS

11.1 We do our best to ensure that our product names, descriptions, prices, nutritional information and allergenic warnings are accurate, but accept no liability if any of the details published on the Online Ordering Service are incorrect. If you have any doubt about the contents of any of our products, please contact Home Thai before you place your Order.

11.2 To the extent permitted by law, we exclude all liability for any loss or damage you sustain as a result of your use of the Online Ordering service or consuming Ordered Products, except to the extent caused by our wilful acts or omissions.

11.3 These Online Ordering Terms will apply to the extent permitted by law and none of these terms will be construed as excluding, qualifying or limiting your statutory rights or remedies.

## 12 YOUR INFORMATION

12.1 When you place an Order via the Online Ordering Service you will be required to provide us with your personal information, including your full name, your email address, your mobile phone number and your payment information (Information).

12.2 By submitting an Order and giving us your Information, you agree to our [Privacy Policy](#) and consent to us collecting and using your Information in accordance with our [Privacy Policy](#).

## 13 SUSPENSION OR TERMINATION

We may suspend or disable your Account, your right to access the Online Ordering Service or your right to submit Orders, at any time and for any reason.

## 14 VARIATIONS

We may vary these Online Ordering Terms at any time by publishing the revised terms on this website. The amendments will take effect from the next time you visit the Online Ordering Service.

If you do not agree with the revised terms, you must immediately stop using the Online Ordering Service and delete your Account (if applicable).