

# The Kent Town Hotel

## Website Terms and Conditions

### **1 General**

1.1 The Kent Town website at [www.kenttownhotel.com.au](http://www.kenttownhotel.com.au) is a venue where you can browse, select and order products advertised on the website from The Kent Town (ABN 28 165 787 548) (“The Kent Town”, “us” or “we”).

1.2 Please read these terms and conditions before accessing or using the website. If you are under 18 years of age, then you must obtain your parent or guardian’s consent before accessing and using the website.

1.3 Your access to and use of the website, including your order of products through the website, is subject to these terms and conditions.

### **2 Compliance with the Terms & Conditions**

2.1 You agree to bound by, and comply with, these terms and conditions:

- (a) by completing your registration through the website; and
- (b) using the website to obtain Products from us.

### **3 Registration**

3.1 You must complete the customer registration process through the website before placing an Order for Products through the website. Any personal information that you give us will be held and used by us in accordance with our privacy policy referred to in clause 25 below.

3.2 You may not have more than one active account, and your account is non-transferable. You may update, edit or terminate your account at any time through the website. You may not have more than two accounts per delivery address.

3.3 If you choose to use a workplace email address for your account or to access the website, then you are solely responsible for ensuring that you comply with the rules, policies or protocols that apply to the use of your email address and your workplace facilities.

### **4 Placing an Order for Products**

4.1 You may order Products by selecting and submitting your Order through the website in accordance with these terms and conditions.

4.2 Any Order placed through this website for a Product is an offer by you to purchase the particular Product for the price notified (including the delivery and other charges and taxes) at the time you place the Order.

4.3 We may ask you to provide additional details or require you to confirm your details to enable us to process any Orders placed through the website.

4.4 You agree to provide us with current, complete and accurate details when asked to do so by the website.

## **5 Acceptance or rejection of an Order**

5.1 We reserve the right to accept or reject your Order for any reason, including if the requested Product is not available, if there is an error in the price or the product description posted on the website or an error in your Order.

5.2 Each Order placed for Products through the website that we accept results in a separate binding agreement between you and us for the supply of those Products. For each Order accepted by us, we will supply the Products in that Order to you in accordance with these terms and conditions.

5.3 If we reject an Order placed through the website, then we will endeavour to notify you of that rejection at the time you place the Order or within a reasonable time after you submit your Order.

## **6 Delivery of Products**

6.1 We will only deliver Products ordered through the website to a location where Australia Post provide delivery services.

6.2 You may obtain further information on the website about our delivery timeframes and how we deliver your Products.

6.3 Australia Post will deliver the Products to the mailbox at the relevant Delivery Address or a PO Box, if provided. If you ask Australia Post to deliver inside a premise or building at the Delivery Address and they agree to do so, then you are responsible for all loss or damage suffered by us in connection with our delivery of the Products beyond the front door of the Delivery Address.

6.4 You agree to comply with certain delivery requirements specified below and such other requirements that we notify to you when you place your Order through the website.

## **7 Fraud and risk assessment**

7.1 We have processes in place to assist in detecting transactions that may be illegal or in breach of these terms. We may contact you by telephone or email to confirm your payment and information details. If we are unable to confirm these details, we may cancel your Order. If you are unsure whether the person contacting you is from The Kent Town, please contact the hotel on 08 8362 2116 or email [admin@kenttownhotel.com.au](mailto:admin@kenttownhotel.com.au)

## **8 Risk and title**

8.1 Risk in the Products passes to you on the date and time of delivery to the Delivery Address. Title to the Products passes to you on the later of the date and time of:

- (a) payment for those Products;
- (b) delivery of those Products to the Delivery Address

## **9 Cancelling an Order**

9.1 We may cancel any Order or part of an Order (including any Orders that we have accepted) without any liability to you for that cancellation at any time if:

- (a) the requested Products in that Order are not available; or
- (b) there is an error in the price or the product description posted on the website in relation to the relevant Product in that Order; or
- (c) that Order has been placed in breach of these terms and conditions.

9.2 If we cancel an Order in accordance with:

(a) clause 9.1(a) or 9.1(b) (where product is unavailable or there is a pricing or product description error): we will provide you with reasonable notice of that cancellation, and will not charge you for the cancelled Order. If any payment has been taken for the cancelled Order, then the full payment amount, including any Delivery Fee and other fees and charges, will be refunded to your original payment method or through an alternative means.

(b) clause 13.1(c) (where you are in breach of these terms and conditions): we will provide you with reasonable notice of that cancellation. If your Order is cancelled before the day of post or collection, then the full payment amount, including any Postage Fee and other fees and charges, will be refunded to your original payment method or through an alternative means. If your Order is cancelled on the day of post or collection, provided we are not also in breach of these terms and conditions, then we may charge you a cancellation fee of the lesser of \$20 or the value of the payments made, in addition to the charges for any perishable Products that were ordered. If any payment has been made in excess of \$20 plus the charges for any perishable Products that were ordered, we will refund that excess amount to your original payment method or through an alternative means.

9.3 If you cancel an Order in respect of which we have taken payment, then the full payment amount, including any Postage Fee and other fees and charges, will be refunded to your original payment method or through an alternative means.

## **10 Fees and charges**

10.1 We will charge you, and you agree to pay, the following fees and charges in relation to an Order that we accept (as applicable):

- (a) the purchase price of each Product that is ordered;
- (b) the postage fee provided to you at the time of placing your Order (“Postage Fee”); and
- (c) any other fees and charges set out in these terms and conditions.

10.2 All fees and charges identified in these terms and conditions and all prices for the Products include GST where applicable.

10.3 The purchase price of each Product is shown on the product list on the website at the time you place your Order.

10.4 You acknowledge that we are not required or obliged to match any prices for any Products.

10.5 Prices for Products change from time to time and we do not provide any notice of these changes. Subject to these terms and conditions, once we have accepted your Order, we will not change any prices that apply to the Products in that Order.

10.6 If a Product that you have ordered is not available and we have not provided you with a substitute then we will provide you with a refund back within 3-5 business days to your card of purchase to the value of the Products (excluding postage) that were not supplied to you.

## **11 Payment methods**

11.1 You must pay the fees and charges online using the online payment methods in clause 11.2.

11.2 We accept the following credit cards:

- (i) Visa and Visa Debit;
- (ii) MasterCard and MasterCard Debit; and
- (iii) American Express

11.3 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 your Order.

11.4 You authorise The Kent Town to debit the amount that is payable for an accepted Order from your nominated credit card to pay for the fees and charges.

11.5 You must not pay, or attempt to pay, for Products through any fraudulent or unlawful means.

## **12 Returns**

12.1 The Kent Town Returns Policy applies to all purchases of Products using the website and forms part of these terms and conditions.

12.2 If you wish to return a Product in accordance with our Returns Policy, then you may:

- (a) return the Product to The Kent Town, or;
- (b) contact our Reception staff by telephone to make arrangements to return that Product. In this instance, you may return the Product to us at The Kent Town or via mail. Upon confirmation from the Reception staff that the goods have been received we will refund your card of purchase with the funds being available within 3-5 business days.

12.3 The Kent Town Returns Policy applies in addition to any other rights to which you may be entitled under the consumer guarantees provisions of the Australian Consumer Law. Our liability to you under this agreement is otherwise limited as set out in clause 16 below.

## **13 Your general obligations**

You:

- (a) must ensure that your LoginID and password that is used to access the website and the details of your account are kept in a safe and secure manner;

- (b) must notify Reception staff on 08 8297 8155 during Contact Hours if you are or become aware that there is or has been an unauthorised use of your LoginID and password or account, or any other security breach relating to your account;
- (c) must promptly advise us of any changes to your information provided to us as part of the customer registration process;
- (d) must provide us with your date of birth to place an Order for a Restricted Product (for example, a Product that contains liquor, alcohol or tobacco) or where a relevant law requires us to obtain or verify your date of birth before we agree to supply that Product to you;
- (e) are responsible for any costs associated with your access to or use of the website, including Internet access fees;
- (f) are responsible and liable for any person that uses your LoginID and password to order Product(s) through the website;
- (g) agree that we may charge you for all Products that we agree to supply to you that have been ordered using your LoginID and password through the website.

#### **14 General restrictions**

You must not:

- (a) use the website for any activities that breach any laws, infringe a third party's rights or are contrary to any relevant standards or codes;
- (b) use the website in a manner or way, or post to or transmit to or via the website any material, 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 website;
- (c) make fraudulent or speculative enquiries, purchases or requests through the website;
- (d) use another person's details without their permission or impersonate another person when using the website;
- (e) post or transmit any obscene, indecent, inflammatory or pornographic material or any other material that may give rise to civil or criminal proceedings;
- (f) tamper with or hinder the operation of the website;
- (g) knowingly transmit any viruses, worms, defects, trojan horses or similar disabling or malicious code to the website;
- (h) use any robot, spider, website search and retrieval application or other mechanism to retrieve or index any portion of the website;
- (i) modify, adapt, translate or reverse engineer any portion of the website;
- (j) remove any copyright, trade mark or other proprietary rights notices contained in or on the website;
- (k) reformat or frame any portion of the web pages that are part of the website;
- (l) create accounts by automated means or under false or fraudulent pretences;
- (m) use the website to violate the security of any computer or other network or engage in illegal conduct;

(n) take any action that imposes or that would, in our reasonable opinion, result in an unreasonable or disproportionately large load on our infrastructure;

(o) use the website other than in accordance with these terms and conditions; or

(p) attempt any of the above acts or engage or permit another person to do any of the above acts.

## **15 Suspension of account**

15.1 We reserve the right to refuse service, terminate accounts and/or remove or edit content if we, acting reasonably, deem that you have acted in breach of these terms and conditions or have used the website in a fraudulent or improper manner. The Kent Town also reserves the right to otherwise cancel Orders in accordance with clause 9.

15.2 If we lock, suspend or delete your account under clause 15.1, then we will refund all credits that you are entitled to receive under these terms and conditions by direct deposit to your nominated account once we have conducted all our verification and other relevant checks.

## **16 Liability**

16.1 Our liability to you for loss or damage of any kind arising out of this agreement or in connection with the relationship established by it is reduced to the extent (if any) that you cause or contribute to the loss or damage. This reduction applies whether our liability is in contract, tort (including negligence), under any statute or otherwise.

## **17 Termination**

17.1 We may immediately suspend, terminate or limit your access to and use of the website and (where relevant) your account if you breach these terms and conditions and:

(a) the breach cannot be remedied; or

(b) you fail to remedy the breach within 10 days of our notice to you of that breach; or

(c) if there is an emergency.

17.2 You may stop using the website at any time and for any reason.

17.3 We may stop making the website (or any part of it) available without prior notice. If so, any Orders that we have accepted will not be affected by this unless the Products that have been ordered are no longer available or we are prevented from supplying the Products, in which case, we will notify you and will refund to you all valid payments received by us for those Products.

## **18 Privacy policy**

Our privacy policy is available on The Kent Town website and forms part of these terms and conditions. You acknowledge and agree to our privacy policy.

## **19 Intellectual property rights**

19.1 You:

- (a) acknowledge that the copyright in the website, the software, design, text and graphics comprised in the website, the selection and layout of the website and the content and materials on the website (together, the “Materials”) are owned by or licensed to us;
- (b) 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
- (c) must not frame or embed in another website any of the material appearing on this website without our prior written consent.

19.2 You may:

- (a) store a reproduction of the content on this website on your local computer for the sole purpose of viewing the content and Materials; and
- (b) print hard copies of the content and Materials for the sole purpose of viewing and purchasing Products but not for any other use, including commercial use.

19.3 This website contains registered trade marks and other trade marks which are protected by law. You must not use any of the marks or trade marks appearing on the website or our name or the names of our related bodies corporate without our prior written consent. You must not use any of the other company, product and services marks on the website that are owned by other third parties (including our suppliers) without obtaining the relevant third party owner’s consent.

## **20 Changes to these terms and conditions**

20.1 We may change these terms and conditions at any time, and such modifications will be effective as soon as they are posted. For future orders, these terms may therefore be different. We recommend that you read these terms carefully each time you agree to them during the ordering process.

20.2 If you have an Order that has been accepted by us, the terms and conditions that will apply to the Order are the terms and conditions that applied at the time you placed your Order.

## **21 General**

21.1 The website may contain links to external websites that are not operated by us or our related bodies corporate.

These links are provided for your convenience only and you agree that:

- (a) we make no representations or warranties, or have any responsibility or liability for those websites; and
- (b) these links do not indicate, expressly or impliedly, that we endorse the website or the products or services that are provided at those websites.

You agree that you access and use the products and services made available at those websites solely at your own risk.

21.2 If the whole or any part of a provision of this agreement is void, unenforceable or illegal in a jurisdiction it is severed for that jurisdiction. The remainder of this agreement has full force and effect and the validity or enforceability of that provision in any other jurisdiction is not affected. This clause has no effect if the severance alters the basic nature of this agreement or is contrary to public policy.

21.3 This agreement is governed by the laws of South Australia, Australia. Each party submits to the non-exclusive jurisdiction of the courts of that place. Any rights or remedies to which you are entitled under the Australian Consumer Law arise independently of these terms and conditions and this clause does not apply to any claim you may have under the Australian Consumer Law.

21.4 The Kent Town attempts to be as accurate as possible and uses its best endeavours to ensure, but does not itself warrant, that any information provided by its suppliers, including in relation to product descriptions or other content of this website, is accurate, complete, reliable, current or error-free.

21.5 When purchasing from the website, your financial details are passed through a secure server using 256-bit SSL (secure sockets layer) encryption technology. SSL technology with 256 bit encryption protects the security of your online order information. When you place an order online and provide your credit card number, the SSL protocol secures the connection between your browser and a server. After the connection is made, all of the information transmitted between the browser and the server is encrypted and therefore totally private. If you have any questions regarding our security policy, please contact Reception staff on 08 8297 8155 or email at [admin@kenttownhotel.com.au](mailto:admin@kenttownhotel.com.au)

## **22 Definitions**

Capitalised terms used are defined in these terms and conditions. In these terms:

Contact Hours means Customer Service operating hours, Monday to Friday 9:00 am to 5:00 pm, Saturday 9:00 am to 4:00 pm and Sunday 9:00 am to 4:00 pm Australian Central Daylight Time.

Delivery Address means the address specified by you during the customer registration process for the delivery of Products that we will supply to you under these terms and conditions.

Delivery Fee has the meaning given in clause 10.1(b).

GST has the meaning it has in the A New Tax System (Goods and Services Tax) Act 1999 (Cwlth).

LoginID means the email address that you provided to us as part of the registration process to use the website.

Order means any order for a Product or Products submitted using the website and includes Grocery Orders and Gift Ideas Orders.

Product means each good or service that is advertised on the website.

Restricted Product means a Product that is subject to certain restrictions (for example, age restrictions) on its sale by a relevant law, such as Products containing liquor, tobacco or sharp objects.