



## Welcome!

Plenty's aim is to fight food insecurity in Western Australia and to offer care and support to members of our community who are experiencing hardship. We do this by operating a commercial meal gifting service that allows you to purchase meals to be sent to someone as a thoughtful and nourishing gift, through our website. The profits from your meal gift purchase are directed to fund local food relief programs run by our Community Program Partners, serving some of the most vulnerable members of our community.

By supporting our business through making a meal gift purchase you will be helping us help our Community Program Partners to achieve our shared goal.

Please read these terms and conditions carefully, as they outline how you may use our website and how we will provide our products and services to you.

### ACCEPTANCE

1. This website is operated by **Plenty Holdings Ltd t/a Plenty Gifting Australia** (ABN 65 645 065 88) (**we, us or our**) and is available at: [plentygifting.com.au](http://plentygifting.com.au), and may be available through other addresses and channels (**Site**).
2. By accessing or using the Site (including purchasing a meal gift certificate or placing an order for a meal by redeeming a meal gift certificate), you agree:
  - a. that you have reviewed these terms and conditions (**Terms**) and have read our privacy policy (available on the Site);
  - b. that you have the legal capacity to enter into a binding legal agreement with us; and
  - c. to use the Site in accordance with these Terms.
3. You must not use the Site and/or place an order for a meal by redeeming a meal gift certificate unless you are at least 18 years old.

### REGISTRATION

4. You may purchase a meal gift certificate without an account or you may choose to create an account with us which allows you to review your order history and save certain order-related information. Similarly, you may redeem a meal gift certificate without an account or you may create an account with us which allows you to check the balance of your meal gift certificates. Alternatively, you may request an update on your meal gift certificate by contacting us using the details in these Terms.
5. If you create an account on our Site, you may be required to choose log in details. It is your responsibility to keep these details confidential and you will be liable for all activity on your account, including purchases made using your account details.

6. When you purchase a meal gift certificate, you will be asked to input basic contact information about yourself (such as your name, billing and payment details and contact information) and about the meal gift certificate recipient (such as their name, contact information and delivery post code). At this stage, we can only deliver meals within a 25km radius from the Perth CBD, so please make sure the intended recipient of your meal is located within one of the suburbs that we can deliver to as set out on the Site.

#### PLACING AN ORDER FOR A MEAL TO BE GIFTED

7. You may place an order for one or more meal gift certificates on our Site. Any order for a meal gift certificate placed through the Site is an offer by you to purchase the meal gift certificate(s) for the price notified (including delivery and other applicable charges and taxes, if any) at the time you place the order.
8. We may, at our absolute discretion, accept or reject an order. We will endeavour to notify you of a rejection at the time of the order or within a reasonable time thereafter.
9. Each order that we accept results in a separate binding agreement between you and us for the supply of the meal gift certificate(s) ordered in accordance with the Terms. It is your responsibility to check the order details, including the ordered items, amounts and recipient details, before you submit your order through the Site. You agree that to the extent permitted by law, we will not be responsible for any failure of a meal gift certificate to reach a recipient where this is caused by you entering incorrect details for the recipient.
10. When you order and pay through the Site and your payment has been validated, we will provide you with an order confirmation email.

#### RECEIVING A GIFTED MEAL CERTIFICATE

11. Once an order for a meal gift certificate has been accepted by us, we will contact the nominated meal gift certificate recipient using the contact details provided by the meal gift certificate purchaser.
12. If a personalised note has been provided to us by the purchaser during the ordering process, this note will be included in our correspondence to the meal gift certificate recipient when we reach out to them to provide them with their meal gift certificate.
13. Recipients of a meal gift certificate will be able to themselves redeem the meal gift certificate but cannot use the meal gift certificate to gift another person a meal. Please see the section titled 'Meal Gift Certificates' for more terms relating to meal gift certificates.

#### PLACING AN ORDER FOR A MEAL TO BE DELIVERED

14. You may purchase (including by redeeming a meal gift certificate) one or more meals, by selecting and placing an order for the meals you wish to receive from the options available on our Site.
15. While we will use reasonable efforts to specify relevant allergen information on our Site and will take reasonable steps to ensure meals are prepared in accordance with this, this is general information provided for your convenience only and we make no representations and provide no guarantees that the meals will comply with your allergen requirements and limitations. You agree and understand that caution should be exercised when selecting and consuming our meals, particularly if you are highly allergic.
16. Any order for a meal placed through the Site is an offer by you to purchase the selected item for the price notified (including the delivery and other applicable charges and taxes, if any) at the time you place the order. In order to use your meal gift certificate, you must enter the relevant details of that certificate during the ordering process. If your order is worth more than the value of the meal gift certificate, you will be required to pay the difference at the time of purchase in accordance with these Terms and as prompted by the Site.

17. We may, at our absolute discretion, accept or reject an order. We will endeavour to notify you of a rejection at the time of the order or within a reasonable time thereafter.
18. Each order that we accept results in a separate binding agreement between you and us for the supply of the meal(s) ordered in accordance with the Terms. It is your responsibility to check the order details, including the ordered items (and meal allergy advice, which is a guide only) and payment amounts, before you submit your order through the Site.
19. When you order and pay through the Site and your payment has been validated, we will provide you with an order confirmation email.

#### MAKING CHANGES TO OR CANCELLING A MEAL ORDER

20. Once a meal has been ordered, changes to the order (including the delivery date, time and address) are generally not possible.
21. In extraordinary circumstances we reserve the right to assist with changes or cancellation of a meal order but this will be dependent on when the request is made and other circumstances. Please contact us using the details in these Terms to see if we can assist.

#### PRICE AND PAYMENTS

22. You must pay us the purchase price of each meal gift certificate or meal (as applicable) that you order and any applicable costs set out on the Site (the **Price**), in accordance with this section of the Terms. All amounts are stated in Australian dollars and are inclusive of GST (where applicable).
23. You must pay the Price using one of the methods set out on the Site. These methods include, in the case of purchase of meals, payment via a meal gift certificate (or a portion of a meal gift certificate).
24. You must not pay, or attempt to pay, the Price by fraudulent or unlawful means. In the absence of fraud or mistake, all payments made are final. If you make a payment by debit or credit card, you warrant that the information you provide to us is true and complete, that you are authorised to use the debit card or credit card to make the payment, that your payment will be honoured by your card issuer, and that you will maintain sufficient funds in your account to cover the Price.
25. If we offer payment via a third party payment processor, the payment will be subject to the third party processor's terms and conditions. If required, you also agree to complete a direct debit request form and/or direct debit request service agreement, which may be provided by us or by a third party provider on our behalf.
26. We may from time to time issue promotional discount codes for certain products on the Site. To claim a discount, you must enter the promotional discount code at the time of submitting your order through the Site. The conditions of use relating to promotional discount codes will be specified on the Site or our associated social media platforms. Competitions run on the Site or our associated social media platforms may be subject to separate terms and conditions which will be made available on the Site at the time of the competition.

#### SUPPLY AND DELIVERY OF MEALS

27. When selecting your meals on our Site, you should take care to select a delivery option that allows you to be physically present at the place and time of delivery in order to receive your meal(s). (Note: We can also deliver to workplaces.) Meals must be refrigerated immediately upon delivery and prepared in accordance with the accompanying instructions before consumption.
28. If you are not able to receive your meal delivery in person and have left a cooler bag at the place of delivery **by prior arrangement**, our Plenty delivery driver will place your meal, and some re-usable ice bricks, into the cooler bag supplied. This is only a temporary solution for maintaining the freshness of your meal. In adding ice bricks to your cooler bag, we have endeavoured to do all that we can to

ensure that your meal remains fresh, however you accept all responsibility for the freshness of the meal at this point of delivery. You will be notified of the time at which your delivery was made. Your meal should be refrigerated as soon as possible. Meals left for longer than 1 hour in a cooler bag should not be consumed.

29. If you are not able to receive your meal delivery in person and have not left a cooler bag at the place of delivery by prior arrangement, unfortunately our Plenty delivery driver will be unable to deliver your meal to you. You agree that if you are not able to accept your meal delivery and have not rescheduled the delivery ahead of the times specified on our website, your meal will be forfeited. We will use reasonable endeavours to ensure that forfeited meals go to persons in need in the community through one of our Community Program Partners.
30. All purchases of meals through our Site are subject to availability. We do our best to keep our Site up to date with availability but in some cases it may not be possible to provide the exact meal you have ordered. Where this is the case, you agree that we may make like-for-like substitutions.
31. We reserve the right to cancel a meal order that has been previously accepted, at any time before delivery and for whatever reason, if we cannot supply the order (for example, for an event that is beyond our reasonable control) or if meals ordered were subject to an error (for example, the description was incorrect). In the event that we need to do so, we will contact you using the details provided as part of your meal order and you may choose to receive a meal gift certificate of the value of the cancelled order.

#### RETURNS AND DISSATISFACTION

32. We do not accept returns for change of mind or other circumstances, except as required to do so by law.
33. If there is an issue with your purchase of a meal certificate or your meal, please let us know using the contact information provided in these Terms and we will use reasonable efforts to try to resolve this with you.
34. Nothing in these Terms attempts to modify or exclude the conditions, warranties and undertakings, and other legal rights under the **Australian Consumer Law** (meaning those laws set out in Schedule 2 of the *Competition and Consumer Act 2010* (Cth)). In Australia, our goods come with guarantees which cannot be excluded by law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure. Any and all other warranties or conditions which are not guaranteed by the Australian Consumer Law are expressly excluded where permitted, except to the extent such warranties and conditions are fully expressed in these Terms.
35. Where you return a good to us to seek an Australian Consumer Law remedy, you will need to cover any associated costs (for example delivery costs) returning the good to us.
36. Where your claim is a valid claim under the Australian Consumer Law, we will refund your return delivery costs and, depending on the failure, either dispatch a new replacement good or refund you the Price of the relevant good. Please contact us using the details in these Terms for further information.

#### MEAL GIFT CERTIFICATES

37. Meal gift certificates are not refundable and cannot be re-sold, on-supplied or exchanged.
38. Meal gift certificates can only be used for the purchase of a meal from our Site, except where the amount of the meal gift certificate is donated, via our Site, to one of our charitable Community Program Partners (please see the section in these Terms on donations below).

39. Meal gift certificates will be valid for a period of 3 years from the date of issue. After this period, the meal gift certificate will have expired and will no longer be redeemable by the recipient of the meal gift certificate. The value of the expired meal gift certificate will be directed to one of our Community Program Partners.
40. If the value of any meal purchase on our Site is less than the value of your meal gift certificate, the remainder of the value of the meal gift certificate will be retained by you and can be used by you in a separate future meal purchase transaction.
41. We reserve the right to cancel or amend the balance of a meal gift certificate if we reasonably suspect that there has been an error in relation to the meal gift certificate or fraudulent or criminal activity has occurred in connection with a meal gift certificate.
42. You will be liable for all activity in connection with your meal gift certificate, except to the extent that we have breached these Terms or there has been fraud or gross negligence by us in respect of the supply.

#### DONATIONS

43. If you would like to, you may make a donation to one of the charities that we have partnered with and which are listed on our Site (our Community Program Partners) by following the links on our Site to our Community Program Partners' donation pages.
44. You may wish to make a donation using a meal gift certificate, for example, where you have received a meal gift certificate but you are not able to nominate an address which is one that we can deliver to within our current delivery radius or if you have allergies that we are unable to cater for. If you would prefer to donate the full amount of your meal gift certificate to one of our Community Program Partners rather than redeem a meal on our Site, you can do so by contacting us using the details in these Terms.
45. Donations of meal gift certificates are not tax deductible.

#### INTELLECTUAL PROPERTY

46. All intellectual property (including copyright) developed, adapted, modified or created by us or our personnel will at all times vest, or remain vested, in us.
47. You must not, without our prior written consent:
  - a. copy or use, in whole or in part, any of our intellectual property;
  - b. reproduce, re-transmit, distribute, disseminate, sell, publish, broadcast or circulate any of our intellectual property to a third party; or
  - c. breach any intellectual property rights connected with the Site or our products and services, including (without limitation) altering or modifying any of our intellectual property, causing any of our intellectual property to be framed or embedded in another website or creating derivative works from any of our intellectual property.

#### LIMITATION OF LIABILITY

48. Despite anything to the contrary, to the maximum extent permitted by law:
  - a. subject to clause 49, our maximum liability arising from or in connection with the Terms (whether under statute, contract, equity, tort (including negligence), indemnity or otherwise) will be limited to, and must not exceed:
    - i. in relation to supplies of goods and services, the Price paid by you to us for the meal gift certificate or meal the subject of the relevant claim; and

ii. in all other circumstances, \$500, and

b. we will not be liable to you for any consequential or indirect losses suffered by you as a result of a breach of these Terms and that cannot be considered to naturally arise from that breach, but does not include loss of profit (including anticipated profit), loss of benefit (including anticipated benefit), loss of revenue, loss of business, loss of goodwill, loss of opportunity, loss of savings (including anticipated savings), loss of reputation, loss of use and/or loss or corruption of data.

49. Clause 48 does not apply so as to exclude loss or liability which is directly caused by our gross negligence, fraud or intentional criminal misconduct.
50. You agree that any information contained on our Site and any materials provided with our meals (collectively **Materials**) are provided for general information purposes only and do not take into account your personal circumstances. The Materials are not intended to be advice and it is expected that you will seek advice from relevant medical and other appropriately qualified professionals as to diet if required in relation to the consumption of our meals. To the extent permitted by law, you are solely responsible for determining the suitability of our products for your circumstances and your reliance on any Materials is at your own risk.
51. You agree that our Site may contain links to websites operated by third parties. Unless we tell you otherwise, we do not control, endorse or approve, and are not responsible for, the content on those websites. We recommend that you make your own investigations with respect to the suitability of those websites.

#### PERSONAL INFORMATION

52. We collect personal information about you in order to enable you to access and use the Site, to contact and communicate with you, to respond to your enquiries, to process and dispatch you orders and for other purposes set out in our privacy policy (available on our Site).
53. We may disclose that information to third party service providers who help us deliver our services (including our delivery partners) or as required by law. If you do not provide this information, we may not be able to provide our meal gift certificates and meals to you.
54. Our privacy policy contains further information about how we handle your personal information. By providing personal information to us (including where this is the personal information of someone else), you acknowledge and agree that you are authorised to do so and that we are authorised to use it as set out in these Terms and our privacy policy.

#### FEEDBACK, CONCERNS, DISPUTES AND NOTICES

55. We are always looking to improve our products and your experience. If you have any feedback that you would like to share or a complaint or concern, please notify us using the contact details in these Terms and we will take reasonable steps to address any concerns that you may have.
56. Neither you nor us may commence court proceedings relating to any dispute arising from, or in connection with, these Terms without first meeting to seek (in good faith) to resolve that dispute (unless urgent interlocutory relief is being sought).
57. Any notice given under these Terms must be given in writing addressed to us at the details set out below by standard post or email, and will be deemed to have been served by expiry of 48 hours in the case of post, or at the time of transmission in the case of transmission by email.

## GENERAL

58. *Waiver:* Any failure or delay by you or us in exercising a power or right (either wholly or partially) in relation to these Terms does not operate as a waiver or to prevent the other from exercising that power or right or any other power or right. A waiver must be in writing.
59. *Our relationship with you:* These Terms are not intended to create a partnership, joint venture or agency relationship between us and you.
60. *Photographs:* If you provide us with photographs, including via email or by tagging us on social media, you consent to us publishing such photographs and details (including but not limited to your name, location and date) for our marketing purposes, including on the Site and social media.
61. *Severance:* If a clause in these Terms is held to be void, invalid, illegal or unenforceable, that clause is to be read down as narrowly as necessary to allow it to be valid or enforceable, failing which, that clause (or that part of that clause) will be severed from these Terms without affecting the validity or enforceability of the remainder of that clause or other clauses.
62. *Assignment:* You must not assign any rights or obligations under these Terms, whether in whole or in part, without prior written consent.
63. *Entire agreement:* The Terms contain the entire understanding and agreement between you and us in respect of their subject matter.
64. *Amendment:* We may, at any time and at our discretion, amend these Terms by publishing amended terms on the Site. For any order that has been accepted by us, the terms and conditions that will apply will be the ones that were in effect (and which you agreed to) when you placed your order. Prior to placing an order for a meal gift certificate or meal, we recommend you carefully read the terms and conditions that are in effect at that time to ensure that you understand and can agree to them.
65. *Governing law:* These Terms are governed by the laws of Western Australia. You and us both agree to irrevocably and unconditionally submit to the exclusive jurisdiction of the courts operating in Western Australia and any courts entitled to hear appeals from those courts and waives any right to object to proceedings being brought in those courts. The Site may be accessed in Australia and overseas. We make no representation that the Site complies with the laws (including intellectual property laws) of any country outside Australia. If you access the site from outside Australia, you do so at your own risk and are responsible for complying with the laws of the place you access the Site.
66. *Linking to the Site:* Without limiting any other clauses in these Terms, you may link to the Site, however, this permission is limited to making a link without any alteration of the Site's contents.

## CONTACT DETAILS

For any questions and notices, please contact us at:

**Plenty Holdings Ltd t/a Plenty Gifting Australia (ABN 65 645 065 881)**

[hello@plentygifting.com.au](mailto:hello@plentygifting.com.au)

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