

# Terms & Conditions

## Order Confirmation

Upon placing a catering order with Square Catering, you will receive an email confirmation. This email serves as the confirmation of your order unless it explicitly states that it is a quote. The details in the email will govern the preparation and delivery of your order. It is your responsibility to review the details and notify Square Catering of any discrepancies or required alterations. An invoice will be issued based on the items and prices confirmed in this email.

## Order Lead Times

All standard orders must be placed by 4:00pm the day before the order is required.

### Minimum Order.

The minimum order value is \$150 excl GST.

Orders below this amount may be charged the minimal fee; the difference of the total cost before GST and \$150.

### Delivery times and charges.

Square Catering operating hours are Monday to Friday 7:00am to 4:00pm and is closed for business on Saturday and Sunday unless previous arrangement have been made.

Standard delivery hours are, Monday to Friday from 7:00 AM to 4:00 PM.

Deliveries outside standard weekday hours may incur a delivery surcharge.

## Order Changes

Changes to orders can be made up to 4:00pm the afternoon before the event.

Orders cancelled after 4:00pm the evening before event may incur a 100% cancellation fee.

Orders cancelled 24hours prior to the event will not be charged a cancellation fee unless a deposit for the event has been taken.

Deposits are nonrefundable.

To cancel an order, please email [orders@squarecatering.com.au](mailto:orders@squarecatering.com.au)

## Delivery Guidelines

Cold food orders may arrive up to 90 minutes before the requested delivery time.

Warm food orders may arrive up to 20 minutes before the requested delivery time.

When ordering please allow a 20-minute delivery window to account for traffic, loading dock or goods lift delays.

## **Quotations**

Square Catering will honour the pricing in a quotation for 30 days. After this period, prices may be adjusted.

## **Food Allergies**

Square Catering offers a variety of specialty diet menu items, including dairy-free, vegan, vegetarian, gluten-free, and pork-free options. While Square Catering takes great care to accommodate dietary requirements, traces of allergens may be present. For life-threatening allergies, it is recommended that the individual provides their own meal. Square Catering is not liable for any loss or illness resulting from allergens in the catering.

## **Platters, Urns and Hot Boxes Collection**

Square Catering will collect platters, urns and hot boxes after the event (where applicable). Please ensure these items are cleaned and placed in a safe location for retrieval. Lost or broken items will be charged at replacement value unless disposable. A \$10 cleaning fee applies if items are not cleaned.

## **Payment**

Payments can be made by credit card, bank transfer, or EFT.

Corporate accounts are available; please contact our team for more information. [accounts@squarecatering.com.au](mailto:accounts@squarecatering.com.au)

Online orders require credit card details to secure the order. The Credit card details will be held securely for a deferred payment and the card will be charged on release of the invoice.

Invoices are automatically issued after the catering has been delivered.

## **Food Storage Guidelines**

All food should be consumed within 48 hours of receipt or delivery.

Food should be refrigerated immediately if not consumed right away.

Square Catering is not responsible for food conditions if storage guidelines are not followed.

## **1. Acceptance of the Agreement**

### **Introduction**

These Terms of Use ("Terms") apply to the website [www.squarecatering.com.au](http://www.squarecatering.com.au), and all related mobile sites and apps provided by MIGE Pty Ltd ("Square Catering," "we," "us," or "our"). These Terms also apply to any other websites or mobile apps linking to these Terms, and all services related to your use of these websites and apps, such as our customer care services (collectively, the "Platform"). These Terms constitute a binding contract between you and MIGE Pty Ltd. By accessing or using our Platform, you acknowledge and agree that you (and your heirs or any assigned legal rights) have read, understood, and agree to be bound by these Terms and to comply with all applicable laws and regulations related to your access and use of the Platform. If you use the Platform on behalf of an entity or organisation, you represent and warrant that you have the authority to bind that entity to these Terms, and your acceptance of the Terms will be deemed an acceptance by that entity or organisation. References to "you" and "your" in these Terms (except this sentence) refer to that entity or organisation. Additional terms applicable to specific services or features on the Platform ("Additional Terms") are part of these Terms and are expressly incorporated by reference. If you do not agree to these Terms, you may not use the Platform.

## **4. Account Registration and Use**

4.1 Account Registration and Confidentiality: To use parts of the Platform, you must create an account. During registration, you must provide your email address and password (your login credentials) and may need to provide additional information such as your name, phone number, and credit card number. You are responsible for ensuring the confidentiality and security of your password and agree to keep your account information up to date.

4.2 Unauthorised Account Use: Notify us immediately if you become aware of any unauthorised use of your account by emailing us at [info@squarecatering.com.au](mailto:info@squarecatering.com.au). We may require information to confirm your identity and ensure your account's security. By creating an account, you are fully responsible for all activities that occur under your login credentials.

## **5. Intellectual Property Ownership**

The Platform, and all materials contained in it, including all intellectual property rights, are the sole and exclusive property of us and our licensors. Except for the limited licence expressly granted by us to you under these Terms, no other rights or licences are granted to you, either expressly, by implication, or otherwise. All rights not expressly granted by us are reserved.

## **6. User Content and Submissions**

6.1 User Content and Posts: The Platform may enable you to post content such as reviews, photos, ratings, comments, ideas, and feedback ("User Content"). User Content may be viewable by other users and may include information about you.

6.2 Our Licence to User Content: By posting User Content on the Platform, you grant us a worldwide, perpetual, irrevocable, royalty-free, non-exclusive, and sublicensable licence to use, copy, distribute, reproduce, modify, edit, adapt, publicly perform, display, create derivative works from, sell, lease, and transmit such User Content in any format or medium, including for promoting and redistributing the Platform in any media formats and channels. Our use of your information is governed by the Square Catering Privacy Policy.

6.3 User Content Representations: You represent that you have all required rights to post User Content without violating any third-party rights. You agree to indemnify, defend, and hold us harmless for all claims resulting from User Content you post. We reserve the right to assume exclusive defence and control of disputes and require your cooperation in asserting any available defences.

6.4 User Content Review and Use: We may, at our discretion, pre-screen User Content before it appears on the Platform. We reserve the right to reject, move, edit, or remove any User Content for any reason at our sole discretion. We do not verify or sanction User Content and you must evaluate and bear all risks associated with your use and reliance on it.

6.5 Ratings and Reviews: When posting a rating or review, ensure it is based on your firsthand experience with Square Catering within the past 30 days, does not draw legal conclusions, and complies with these Terms. We may remove ratings or reviews if we determine they violate these Terms or diminish the integrity of the ratings and reviews.

## **7. Communications**

You consent to receive communications from us, including emails, calls, push notifications, and text messages to the phone number you provide. These communications may be generated by automatic dialling systems and deliver pre-recorded messages. You can opt-out of certain communications by following the unsubscribe options we provide. Opting out may impact your use of the Platform.

## **8. Payments**

8.1 Payment Authorization: You authorise us to charge all amounts owed for orders to the payment method specified at purchase. We may seek pre-authorization of your credit card before purchase to verify its validity and availability of credit.

8.2 Other Fees: We reserve the right to establish, remove, and revise fees for any services or features we provide through the Platform.

8.3 Courtesy/Promotional Credits and Discounts: Promotional credits or other discounts are non-transferable, not redeemable for cash, and subject to expiration, limitation, or modification at any time. If your account is cancelled, you may forfeit any unredeemed credits or offers.

## **9. Licence and Prohibited Conduct**

9.1 Your Licence: If you comply with these Terms, we grant you a limited, non-exclusive, non-sublicensable, non-transferable, and revocable right to access and use the Platform. This licence can be revoked at any time for any reason. Upon revocation, you must cease all use of the Platform and destroy any materials obtained from it.

9.2 Prohibited Uses: You agree not to use the Platform for any illegal purpose or any purpose not expressly permitted by these Terms. Prohibited uses include, but are not limited to, posting harassing or obscene content, promoting illegal activities, engaging in fraudulent activities, and interfering with the Platform's proper functioning.

## **10. Legal Compliance**

You acknowledge that we may access, preserve, and disclose your information and User Content if required by law or in good faith belief that such access, preservation, or disclosure is permitted by law or our Privacy Policy.

## **11. Privacy**

Our Privacy Policy, which is incorporated by reference into these Terms, explains how we collect, use, and share data from and about you.

## **12. Exclusions and Limitations**

Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for damages, so some limitations may not apply to you.

## **13. Warranties, Disclaimers, and Limitation of Liability**

13.1 Disclaimer of Warranties: The Platform is provided "as is" and "as available." We disclaim all warranties not expressly stated in these Terms, including implied warranties of merchantability, fitness for a particular purpose, and non-infringement. We do not guarantee the reliability, timeliness, quality, suitability, availability, accuracy, or completeness of the Platform or services and products requested through it.

13.2 Reasonability of Disclaimers and Limitations: The disclaimers and limitations of liability are material, bargained-for bases of these Terms, and are fair and reasonable. If you are dissatisfied with the Platform or do not agree to these Terms, your sole remedy is to discontinue using the Platform.

## **14. Indemnity**

To the fullest extent permitted by law, you agree to indemnify, defend, and hold Square Catering and its affiliates harmless from any claims arising out of your use of the Platform, your violation of these Terms, or your violation of any rights of another. We reserve the right to assume exclusive defence and control of disputes, and you will cooperate with us in asserting any available defences.

## **15. Third-Party Links and Services**

The Platform may include information, content, links, and services provided by third parties. We are not responsible for third-party content, links, or services, and interactions with third parties are governed by their terms of service and privacy policies.

## **16. Modification and Termination**

16.1 Modification of Platform: We may modify or discontinue the Platform or any part of it at any time without notice. We are not liable for any modifications, suspensions, or discontinuations of the Platform.

16.2 Termination: We may terminate, suspend, or deny your access to the Platform at any time. Upon termination, your right to access the Platform will cease immediately. Certain provisions of these Terms will survive termination.

## **17. Notice of Intellectual Property Infringement**

If you believe your intellectual property has been infringed on the Platform, please send a written notice to our Copyright Agent with all necessary details. The notice should include your signature, a description of the copyrighted work, the location of the infringing material, your contact information, a statement of good faith belief that the use is not authorised, and a statement under penalty of perjury that the information is accurate.

## **20. Changes to These Terms**

We may revise these Terms at any time and will notify you of any changes as required by law. Continued use of the Platform after any update constitutes your acceptance of the changes.

## **21. General Terms**

21.1 Force Majeure: We are not liable for any delay or failure in performance due to events beyond our reasonable control.

21.2 Waiver: Failure to enforce any right or provision of these Terms does not constitute a waiver of future enforcement.

21.3 Severability: If any provision of these Terms

# Business Details

MIGE PTY LTD T/A Square Catering

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