



rochelle adonis

Terms & Conditions

1 INTRODUCTION

1.1 Please read these terms and conditions carefully before using the website operated by Rochelle Adonis Cakes + Confections Pty Limited ('we' or 'us'). We provide you with an online shopping service where you may purchase products from us, subject to the following terms and conditions of sale ("Conditions"). We reserve the right to change any of these conditions with such changes effective immediately upon posting to our website. If the conditions change, a notice will be posted to our website advising you of this. It is your responsibility to check the changes when such a notice is posted to our website.

1.2 If you visit or shop at our website, you accept these conditions. Please take the time to read them carefully and review our privacy policy and terms of use, both of which also govern your visit to and use of our website. By clicking on the 'I Accept' button at the bottom of these terms and conditions or accessing or using www.rochelleadonis.com ('our website') you agree to be legally bound by these terms and conditions as they may be modified and posted on our website from time to time.

1.3 If you do not wish to be bound by these terms and conditions then you may not use our website.

2 NATURE OF OUR WEBSITE

2.1 Our website is a place for you to select and order Rochelle Adonis products (the 'Products'). Our website describes the products in more detail.

2.2 Please note that the contents of our website are aimed at users aged 18 and above, using the payment method displayed on our website.

3 BUYING PRODUCTS ON OUR WEBSITE

3.1 To order a product you will need to follow the ordering procedures set out on our order page. Details of our prices for the products, and the procedures for payment and delivery are displayed on our website.

3.2 You acknowledge and agree that we do not warrant or represent that the descriptions of any products or other content on our website is accurate, complete, or current. In addition,

specifications of products anywhere on our website are given to identify the products generally and do not form part of the description of the products. The description of the products on our delivery slip or receipt shall prevail over the description on our website or on any other publication.

3.3 The only way to order products with us is via our website using the electronic order form (“the Order Form”). Please follow the prompts on our website to place your order. We reserve the right, in our sole discretion, not to accept an order or to cancel an order for Products placed by You. Supply of the Products constitutes acceptance by us of Your order.

3.4 You must order the minimum quantity (or multiples thereof) of Products shown on the price list current at the order date. We shall use every reasonable endeavour to satisfy Your order in accordance with the details on the Order Form completed by You. If this is not possible, we reserve the right to supply a quantity as near as possible to that requested by You on the Order Form.

3.5 When You shop on our Website and order any Products using the Order Form, You will be required to establish an account (“Your Account”) which will be protected by a password nominated by you (“Your Password”), together with other security features described in the Privacy Policy

3.6 By shopping on our Website, You are responsible for maintaining the confidentiality of Your Account and Your Password, and You agree to accept responsibility for all activities that occur using Your Account or Your Password. You may do this by restricting access to Your computer and, if You use a shared computer, exiting correctly from our Website.

3.7 If You are under 18 years of age, You may use our Website and purchase Products only with the supervision of a parent, guardian or other adult person. If You are under 18 years of age, and are found to be using the Website in breach of our policy, we reserve the right, in our sole discretion, among other things, refuse to accept an order or cancel an order for Products placed by You or terminate Your Account.

3.8 You must pay by credit or debit card at the time of order. The price of any Product is the price in force at the date and time of your order. We may change the price of any Product before you place an order. We try to ensure that our prices displayed on our website are accurate but the price on your order will need to be validated by us as part of the acceptance procedure. We will inform you if a Product’s correct price is higher than that stated in your order and you may cancel the order and decide whether to order the Product at the correct price.

3.9 We are entitled to refuse any order placed by you. You will receive an initial confirmatory e-mail acknowledging receipt of your order. If your order is accepted, we will confirm acceptance to you by e-mail (‘Confirmation’) to the e-mail address you have given us [on registration or] on ordering or by delivery of the Products ordered, whichever is the earlier. The order will then be fulfilled by the date set out in the Confirmation or, if the Confirmation does not contain such a date, within 14 working days.

3.10 You undertake that all details You provide to us for purchasing Products which may be offered by us on our website will be correct, that the credit or debit card, or any electronic cash, which You use is your own and that there are sufficient funds or credit facilities to cover the cost

of any ordered Products. We reserve the right to obtain validation of your credit or debit card details before accepting your order.

3.11 You will be charged for any Products ordered, at the prices shown on the price list current at the date of placing the order. We are not bound by, nor responsible for any typographical errors in the current price list or any other documents published by us on our Website.

3.12 The prices advertised in the price lists, or in any other documents on the Website, apply only to orders placed via the Order Form. Price lists, products and product availability are subject to change without notice.

3.12 Any special prices, discounts, deals or other changes in price shall apply to the relevant products only for as long as the products remain available for sale or for the duration of the promotion and we reserve the right to limit sales of any products.

3.14 All documents issued by us and posted on our Website, including price lists, are in Australian currency unless otherwise expressly stated. All payments by You to us must be made in Australian currency unless otherwise specifically agreed.

4 DELIVERY & FREIGHT

4.1 The Order Form requires You to indicate either your address for delivery of the products to which the products are to be delivered and held for collection by you.

4.2 You will also be required to indicate your preferred delivery method for Products ordered by You. Your account will be charged for delivery of the Products and this cost will be indicated on the delivery slip accompanying the Products. If You are not available to accept delivery of any Products, any additional freight costs will also be charged to your account.

4.3 We will use all reasonable efforts to deliver Products for accepted orders to the address specified on the delivery slip, on or before any estimated date, but we do not represent or warrant that we will do so. We do not accept liability, whether for direct, indirect or consequential loss or damage, arising due to any delay in delivery of the Products or any failure to deliver the Products ordered by You for whatever reason.

4.4 It is Your responsibility to check the quantity, quality and description of the Products delivered against the details on the delivery slip. If there is any difference in quantity, quality or description of the Products delivered, you must notify us at hello@rochelleadonis.com within 48 hours from the time of delivery or collection by you (whichever is the later). If notice is not given within 48 hours, the Products actually delivered shall be deemed to be in accordance with the delivery slip and you shall not be entitled to make any claim or take any action in relation to any alleged deficiency or irregularity in the Products after that time.

5 EXPORTS

5.1 If you are purchasing Products for delivery outside of Australia you will be responsible for any import and export charges; and at your own risk obtain any import and export licences and other official authorisation or documents, obtain all customs formalities necessary for the import or export of the Products and comply with all local laws and regulations.

6 RISK AND TITLE

6 Ownership of the Products shall remain with us and we reserve the right to dispose of the Products until such time as payment in full is made for all amounts owing by You to us. The risk in the Products purchased will, unless otherwise agreed by us in writing, pass to You upon delivery to a carrier commissioned by us to deliver the Products.

7 RETURNS

7.1 Unless otherwise agreed by us in its absolute discretion, all Products are sold on a no return for credit basis, unless • Subject to this clause, the Products are received in a damaged state; or • Subject to the requirements of clause 3.4, the Products are supplied in the incorrect quantity; • incorrect Products are supplied to You; or • the Products are faulty.

7.2 If the Product delivered is not what you ordered (including any replacement Products), or does not correspond with its description or the Product delivered is not of a satisfactory quality, we will, at our option, deliver to you a replacement Product or refund to you the price paid.

7.3 Claims for credit must be made within seven (7) days of receipt or collection of the Products by You by emailing hello@rochelleadonis.com A copy of the delivery slip from which the Products were supplied must be presented, failing which any such claims are deemed to be waived.

7.4 In the event that we agree to the return of the Products for credit, You will be notified of the appropriate procedure to be complied with to return the Products.

7.5 If You are entitled to a refund from us, we will pay as soon as possible, but in any event within 30 days. You must arrange for and pay the costs of returning the Products to us at your risk. While in your possession, you must keep any Products you intend to return to us in good condition.

8 WARRANTY

8.1 We will, at our discretion, replace Products in which, under proper use and within 3 months of despatch defects appear due to faulty materials or workmanship. All Products should be returned at your own risk, suitably packaged, carriage paid, with an advice note stating the original invoice number relating to the Product in question and detailing the claimed defect.

9 MODIFICATIONS TO WEBSITE

9.1 We reserve the right to alter, suspend or discontinue any aspect of our website or the content or services available through it, including your access to it. Unless explicitly stated any new features including the sale of new Products shall be subject to these terms and conditions.

10 INFORMATION YOU PROVIDE

10.1 Any information you provide to us, for example during any registration or ordering process, shall be referred to in these terms and conditions as 'Personal Information'.

10.2 You must ensure that the Personal Information you provide is accurate and complete and that all ordering or registration details (where applicable) contain your correct name, address and

other requested details. For more information about how we deal with your Personal Information, please read our Privacy Policy.

10.3 If you would like to review or modify any part of your Personal Information then you should e-mail us at hello@rochelleadonis.com.

11 AVAILABILITY OF OUR WEBSITE

11.1 We will try to make our website available but cannot guarantee that our website will operate continuously or without interruptions or be error free and can accept no liability for its unavailability. You must not attempt to interfere with the proper working of our website and, in particular, you must not attempt to circumvent security, tamper with, hack into, or otherwise disrupt any computer system, server, website, router or any other internet connected device.

12 LIABILITY

12.1 We promise that for any Product you purchase from our website:

12.1.1 we have the right to sell the Product to you;

12.1.2 the Product will correspond with the description we have given to you; and

12.1.3 the Product will be of satisfactory quality.

12.2 Subject to the relevant provisions of the Trade Practices Act, we exclude all other express or implied terms, conditions, warranties, representations or endorsements whatsoever with regard to the Products, our Website or any information or service provided through our Website.

12.3 We will do our best to ensure that all materials and information published on our Website are accurate, but please note that all materials and information on our Website are provided on an 'as is' basis.

12.4 In relation to the purchase of Products, we accept no liability for any indirect or consequential loss or damage, or for any loss of data, profit, revenue or business (whether direct or indirect), including death or injury to your pet, however caused, even if foreseeable. In circumstances where you suffer loss or damage arising out of or in connection with the viewing, use or performance of our website or its contents other than as a direct result of purchasing Products, we accept no liability for this loss or damage (except where we have been negligent) whether due to inaccuracy, error, omission or any other cause and whether on the part of us or our servants, agents or any other person.

12.5 If we are liable to you for any reason, our liability will be limited in accordance with clause 12.7.

12.6 You are responsible for ensuring that your computer system meets all relevant technical specifications necessary to use our website and is compatible with our website. You also understand that we cannot and do not guarantee or warrant that any material available for downloading from our website will be free from infection, viruses and/or other code that has contaminating or destructive properties. You are responsible for implementing sufficient

procedures and virus checks (including anti-virus and other security checks) to satisfy your requirements for the accuracy of data input and output.

12.7 Paragraphs 12.8 and 12.9 do not apply where You are a consumer within the meaning of the Trade Practices Act 1974.

12.8 Without derogating from any other term or condition in these Conditions: (a) You shall inspect the Products immediately upon their delivery in accordance with clause 4. The Products are deemed to be accepted by You unless You gives notice to us of any alleged defects in the Products, unfitness for the particular purpose for which they were supplied (if any), unmerchantable quality, or failure to meet specifications within 48 hours of delivery of the Products. (b) In default of such notice, the Products shall be deemed to be suitable for the purpose for which they were supplied, of merchantable quality, in accordance with specifications, and otherwise free of any defect and we shall not recognize any claim in any of these regards.

12.9 Our liability, if any, for faulty workmanship, unsuitability, unmerchantable quality, failure to meet specifications, loss or damage in transit or whatever shall (except in the case where the Products are of a kind that might ordinarily be acquired for personal, domestic or household use or consumption) be limited to:

(a) Replacement of the Products or supply of equivalent Products;

(b) Repair of the Products;

(c) Payment to You of the cost of replacing the Products or of acquiring equivalent Products;

(d) Payment to You of the cost of having the Products repaired (if applicable), whichever obligation we shall in our absolute discretion choose.

13 GENERAL

13.1 We may assign, novate or subcontract any or all of our rights and obligations under these Conditions at any time.

13.2 We may alter these Conditions from time to time and post the new version on our Website, following which all use of our Website will be governed by that version. You must check the terms and conditions on the website regularly.

13.3 These Conditions together with any order form and payment method instructions, if any, are the whole agreement between You and us. You acknowledge that you have not entered into this agreement in reliance upon any warranty or representation made by us or any other person and you waive any rights to damages/rescission you may have for misrepresentation (other than a fraudulent misrepresentation) that is not contained in these terms and conditions, order form and payment method instructions.

13.4 If any provision or term of these terms and conditions shall become or be declared illegal, invalid or unenforceable for any reason whatsoever, such term or provision shall be divisible from the other terms and conditions and shall be deemed to be deleted from them.

13.5 We shall use our best endeavours to quickly and effectively resolve any dispute arising in relation to Your visit to rochelleadonis.com, any Products purchased via rochelleadonis.com or these Conditions. In the event of a failure to resolve any such dispute, the dispute shall be governed by and dealt with under the laws of Western Australia, Australia and You and us submit to the non-exclusive jurisdiction of the courts and tribunals of Western Australia, Australia.

13.6 Neither You nor us will be held liable for any failure to perform any obligation to the other due to causes beyond your or our respective reasonable control.

13.7 Failure by either party to exercise any right or remedy under this agreement does not constitute a waiver of that right or remedy.

14 NOTICES

14.1 All notices shall be given:

14.1.1 to us via e-mail at hello@rochelleadonis.com; or

14.1.2 to you at either the e-mail or postal address you provide during any ordering process.

Notice will be deemed received when an e-mail is received in full (or else on the next business day if it is received on a weekend or a public holiday in the place of receipt) or 3 days after the date of posting.

Terms of Use

TERMS OF USE

When using the Rochelle Adonis Web site (the “Site”) and services (the “Services”), you agree to the terms and conditions listed on this page (the “Terms of Use”), which may be updated by us from time to time. Rochelle Adonis reserves the right to modify or terminate the Services, at our discretion, without notice and without liability to you or any other user or third party. Your use of this Web site constitutes your acceptance of these terms.

PERMITTED USE.

You are only authorized to view and to retain a copy of pages of this Site for your own personal use whilst visiting the Site and/or shopping at Rochelle Adonis. You may not duplicate, publish,

modify or otherwise distribute the content on this Site, without our written consent. All content on the Rochelle Adonis Web site is the property of Rochelle Adonis and is protected by Australian and international copyright laws. Nothing on this Site will be construed as conferring any licence or other rights to use or exploit the intellectual property or other proprietary rights of Rochelle Adonis, its parent or subsidiaries, affiliates or other third parties.

LINKS AND SEARCH RESULTS.

When using search functions on the Rochelle Adonis Web site, search results may be automatically produced that reference sites and information located worldwide throughout the Internet. Rochelle Adonis has no control over these sites or the content within them. Rochelle Adonis does not guarantee, represent or warrant that the content contained in the sites is accurate, current, legal and/or inoffensive. Rochelle Adonis does not endorse the content of any third party site. Rochelle Adonis cannot warrant that those sites will not contain viruses or contain content that may affect your computer. By using the Site to search for or link to another site, you agree that Rochelle Adonis is not liable and accepts no responsibility for any damages or losses of any kind.

PRIVACY.

Privacy is an important issue for us. Details of our Privacy Policy are set out clearly on the Rochelle Adonis Web site

DISCLAIMER OF WARRANTIES

Rochelle Adonis does not guarantee that the Site will be error-free, uninterrupted, nor that it will provide specific results from use of the Site or any content, search or link on it. Rochelle Adonis does not and cannot guarantee that your search results will be complete or accurate or that the links associated with the index will be accurate or active at the time of your search. Rochelle Adonis cannot ensure that files you download from the Site will be free of viruses or contamination or destructive features. To the fullest extent permitted by law, Rochelle Adonis disclaims all representations and warranties (express, implied, statutory or otherwise) including, without limitation, the warranties of merchantability and fitness for a particular purpose, and non-infringement of proprietary rights.

LIMITATION OF LIABILITY

To the full extent permitted by law, neither Rochelle Adonis or any of its content providers shall be liable to you (or any third party making claims through you) for any direct or indirect loss or damage of any kind resulting from the use of or the inability to use Rochelle Adonis' services, any goods or services purchased or obtained from Rochelle Adonis, the loss of, unauthorized access to or alteration of Your Contributions or, where applicable, the cost of procuring substitute goods and services.

INDEMNITY AND RELEASE

You acknowledge that you are personally responsible for your behaviour while on the Site, and agree to indemnify Rochelle Adonis and its officers, directors, employees, consultants and agents, to the full extent permitted by law, from and against any loss, damage, liability, cost or expense

of any kind that Rochelle Adonis may incur regarding a third-party claim or otherwise, in relation to your use of the Site.

BREACH OF TERMS

If a user breaches any of these terms and conditions of use, and Rochelle Adonis has knowledge of that breach, a failure to pursue legal action or to enforce any remedy against the user will not constitute a waiver of Rochelle Adonis' legal rights. Rochelle Adonis reserves the right to terminate user's access to and use of the Web site, where a user breaches any of these Terms of Service. In addition, Rochelle Adonis may remove any content comprising Your Contribution which is unauthorized or otherwise in breach of these terms.

GOVERNING LAW

Unless expressly stated to the contrary, these Terms of Use and the Services offered by Rochelle Adonis are governed by the laws of Western Australia, Australia. The user consents to the exclusive jurisdiction of Western Australian courts regarding any disputes that may arise in connection with these Terms of Use or the Site and Services. These Terms of Use constitute the entire agreement between Rochelle Adonis and the user in relation to the use of the Rochelle Adonis Web site.