



Catering Project © 2019. Prices include GST. J & Co Sydney Pty Ltd trading as Catering Project. ABN: 89 602 950 827.

ORDERS & SHIPPING

ORDERING & PAYMENT OPTIONS

How do I login to my account and place an order?

To login, click the 'Login' button on the mid left hand side of the page, and enter your email address and password. If you have forgotten your login details, please contact us & we will reset your account.

How do I get a tax invoice?

A tax invoice will be emailed to you after your order has been delivered.

SHIPPING AND TRACKING

Catering Project products, are available for delivery to the Sydney Metropolitan Area only.

Orders to be placed prior to 3pm for next day delivery, a surcharge on orders received after this time may apply. Late orders may not have the full choice of all menu items.

Once an order has been placed an email notification is sent to Catering Project. A team member from Catering Project will then accept your order notifying you via email or phone. At this stage you will be notified if any further delivery charges apply. Only once you have this notification your order confirmed. After your order has been delivered your submitted credit card will be charged.

DELIVERY TIMES

Orders Containing No Alcohol:

Monday-Saturday, 7am-6pm, excluding public holidays

Sunday, 7am-5pm, excluding public holidays

Orders Containing Alcohol:

Monday-Friday, 7am-5pm, excluding public holidays

Saturdays, 7am-1pm, excluding public holidays

Sundays: Not available

ARE TRACKING NUMBER ISSUED?

No

HOW CAN I TRACK MY ORDER?

For online orders, once your order has been processed you will receive an email confirming details of your order. Alternatively you can login into your account to see the order history, call our office on 02 9251-2120 or email on orders@cateringproject.com.au.

CAN YOU DELIVER TO A PO BOX?

Unfortunately, we cannot deliver to a PO Box.

DIETARY REQUIREMENTS

Catering Project can accommodate most dietary requirements but do need to be given advance warning. All dietary requirements are to be provided in writing prior to your catering event day and is not confirmed until The Catering Project has accepted it can be accommodated. All dietary specific items can be plated separately and labeled accordingly. Please speak to a Catering Manager should you have a specific dietary requirement.

MENU SELECTIONS

All food and beverage menus and selections are subject to change due to seasonality and availability of produce. If a substitution needs to be made a Catering Project representative will provide options and get client approval prior to making a change.

MENU SELECTION & CONFIRMATION

A minimum amount of guests/quantity of items may apply to some orders or menu items. Should your anticipated numbers reduce, Catering Project reserves the right to apply the minimum as outlined in the menu. Staffing costs may be incurred for some events. Confirmation of any changes in numbers must be received in writing with sufficient notice to allow production to accommodate that change without wastage costs for Catering Project. All numbers confirmed 48 hours prior to the catering event day will be regarded as the minimum number for catering and charging purposes. After this date increases can be accepted but no decreases. Selected items may not be available on weekends and public holidays. Catering Project will not be held liable for the health and safety of our customers for any food removed from a Catering Project venue or consumed more than thirty minutes after the specified service time.

ADDITIONAL MEALS & COSTS

Equipment hire and any extra services requested may incur additional costs. Extra beverage requirements on the day of event will incur additional costs. All prices are including GST.

LIQUOR LICENSE

UNDER THE LIQUOR ACT 2007 IT IS AGAINST THE LAW TO SELL OR SUPPLY ALCOHOL TO, OR TO OBTAIN ALCOHOL ON BEHALF OF, A PERSON UNDER THE AGE OF 18 YEARS.

NSW Packaged Liquor Licence Number: LIQP770017340
ABN: 89602950827

Catering Project supports the responsible service of alcohol.
If you look under 25 you will be asked to present valid photo identification.
We will not serve intoxicated persons.

The NSW Liquor Act 2007 (Liquor Act) prohibits the sale of liquor to persons under the age of 18 years. When placing an order, you will be asked to confirm that you are 18 years of age or over and to supply your date of birth. It is a condition of purchase that you verify that you are 18 years of age or over and that all the details that you have provided in completing the order and the offer to purchase the liquor are true and correct. If you do not confirm that you are 18 years or over, your order will not be processed. If the person taking delivery of the liquor is not the person who placed the order, the person placing the order must nominate an alternate recipient who must be over the age of 18 years. The alternate recipient's details are required to be notified to the delivery person who is required to verify that person's details at the time of delivery.

Your contract of sale is with J & Co Pty Ltd, pursuant to Liquor Licence number LIQP770017340 attached to premises at 1049-1051 Bourke Street, Waterloo (the Licensed Premises).

The sale of liquor pursuant to the offer to purchase from this website is made at our Licensed Premises. Your order is subject to acceptance of your offer by the Licensee, certification and evidence of you being over 18 years of age, and the availability of stock the subject matter of your order.

Delivery of your order will not occur if doing so may make the Licensee or the delivery contractor liable for a breach of the Liquor Act. This includes where the person accepting delivery of the order appears to be: intoxicated or affected by alcohol or a prohibited substance; under the age of 18 years and/or is unable to provide recognised proof of age identification; accepting the order on behalf of a minor; or a person who is otherwise considered inappropriate to receive the order.

Where the delivery of your order is not made (for any reason, including the wrong delivery address provided by you) then we may offer a redelivery of the order or refund the amount paid by you for the order. Where a refund is provided, then you accept that we may deduct an amount from the refund to cover our reasonable costs in returning the order to our storage facility.

J & Co Pty Ltd will provide written directions to the person responsible for delivery of the liquor as to the requirements for delivering the liquor purchased. Liquor will not be left at any unoccupied residence.

DEPOSITS, REFUNDS AND CANCELLATION POLICIES

Catering orders may require 100% pre-payment. Catering Project reserves the right to put companies or individuals on credit hold for outstanding invoices. Corporate accounts available. Should catering be cancelled, the following conditions apply:

Breakfast Catering, Bread Style Catering & Beverages:

On the day cancellations are subject to production times. Catering Project will do its best to cancel any orders where possible. Full cost will be charged.

Cancellations made after 3pm the day before will be subject to a 50% fee of the cancelled items.

Any cancellation for orders in excess of \$1,000 must be made no later than 48 hours before the event date to receive a full refund of deposits.

Buffet & Canapé Style Catering:

All buffet cancellations must be made no later than 48 hours before the event date is required to receive a full refund of deposits. Any cancellations made after this time are subject to a 50% surcharge.

MINIMUM ORDER

Minimum order: \$99.

Orders below \$99 will incur a \$15 additional delivery fee.

DELIVERY FEES

Free delivery for orders within Sydney CBD, 2000 & North Sydney, 2060 Monday-Sunday, excluding public holidays. Further delivery costs apply outside this area.

Orders below \$99 will incur a \$15 additional delivery fee.

PUBLIC HOLIDAYS:

Minimum order: \$1,000 excluding delivery fees (7 day booking period).

Public Holidays delivery costs all incur a \$75 additional delivery fee on top of existing delivery charges per delivery to cover public holiday logistics staffing costs.

OUT OF HOURS DELIVERY SURCHARGES

Orders Containing No Alcohol:

6am – 7am: \$50.00 additional charge (additional \$25.00 charged per additional 30minutes that is earlier than 6am)

6pm – 7pm: \$50.00 additional charge (additional \$25.00 charged per additional 30minutes that is later than 7pm)

Orders Containing Alcohol:

Not available

LAST ORDERS

Orders to be placed prior to 3pm for next day delivery, a surcharge of 15% on orders received after this time applies. Late orders may not have the full choice of all menus items.

DISPATCH AND DELIVERY POLICES

Catering Project food and beverage products, are available for delivery to the Sydney Metropolitan Area only.

All orders that contain any food or beverage are dispatched and delivered on the same day by a Catering Project delivery vehicle that a customer requests for the delivery to take place due to the perishability of the product. Orders not placed prior to 3pm for next day delivery, a surcharge on orders received after this time may apply. Late orders may not have the full choice of all menu items.

Shipping outside Sydney Metropolitan Area but within Australia: Shipping not offered.
International Shipping Details: International Shipping not offered.

PRESENTATION

Catering will be delivered in disposable, recyclable catering trays unless otherwise noted. Napkins are provided with no additional charge. Should you prefer catering to be presented on platters you must specify when you order and a 5% fee of the total order value is applicable. Lost or damaged equipment will incur a fee at retail prices for its replacement.

EQUIPMENT HIRE

Catering Project has a full range of hire equipment for events in our warehouse or alternatively we can source a wide range of hospitality equipment and styling you may require. Breakage or loss of any equipment hired will be charged to the client at retail prices for its replacement. Delivery charges may apply.

DELIVERY AND RETURN

Upon delivery, collection or return of the goods, hirer must check the goods and quantities delivered. If there are any discrepancies between the goods delivered and the quoted order or return docket, the hirer must note them at the time of delivery or collection by amending the relevant documents in the presence of a Catering Project representative.

YOUR OBLIGATIONS TO US

Hirer of any goods belonging to Catering Project must:

- Keep the goods in proper working order and condition;
- Store the goods safely and securely and protected from theft, seizure, loss or damage;
- Not alter, tamper, damage or repair the goods without our written consent;
- Not remove any label, identifying mark or safety instruction from the goods;
- Not remove the goods from the location described in the quotation;
- Notify us immediately if there is any loss or damage.
- Report the damage or loss to Catering Project immediately upon the hirer becoming aware of such loss or damage
- This provision does not in any way affect the hirer's liability for any loss or damage to the goods or any monies payable according to those terms.
- If the goods are lost or damaged beyond repair, hirer must pay Catering Project the new replacement cost of the goods and any other costs incurred by Catering Project due to the loss or damage of the goods

EQUIPMENT PICKUP PROCEDURES

Pick up of all equipment is the next working day. Please leave the equipment in reception for easy access
Once collected, all items will be counted on site, if there are any discrepancies, the collector will contact the hirer.
If a return pickup is required. There will be a \$15 pick-up fee
The hirer will be invoiced and charged, as per the below

REPLACEMENT EQUIPMENT CHARGES (INCL GST)

• Linen napkin	\$4.00
• Coupe plate small	\$12.50
• Coupe plate medium	\$17.50
• Coupe plate large	\$20.00
• Trestle cloth	\$35.00
• Wine glass	\$5.50
• Flute	\$5.50
• Water glass	\$4.50
• Shot glass	\$2.00
• Barrier post	\$115.00
• Cutlery piece	\$3.50
• Cheese knife	\$7.50
• Tongs	\$5.50
• Airpot	\$125.00
• Wooden platter sml	\$30.00
• Wooden platter lrg	\$45.00
• Round bowl platter	\$35.00
• Round bowl salad	\$40.00
• Wooden rustic table	\$750.00
• Wooden rustic table legs	\$125.00
• Standard trestle table	\$185.00

STAFF HIRE

If you would like your event/function to be serviced, we have highly trained and experienced wait staff available. Staff rates are charged on a minimum of four hours, plus travel time from Catering Project central kitchen in Sydney CBD to and from the venue of your choice. A Catering Project function supervisor needs to attend all functions and events offsite. Any additional hours worked by the staff at your event as a result of changes to the planned run of events, equipment at venue, hired in or supplied by client or by circumstances out of our control will be charged to the client post event.

Booking of any staff must be made 7 days ahead of any event. Cancellation of any staff must be made 5 days prior to event to receive full removal of fees. Any cancellations made between 120-72 hours event will be charged at 50%, any cancellations made between 72-24 hours will be charged at 75%, and cancellations made 24 hours or less will be charged at 100%.

PRICE VARIATIONS

Price Variations: Every endeavour will be made to maintain prices as printed, however, these are subject to change due to seasonal availability of products. Prices quoted include GST, unless otherwise specified.

CIRCUMSTANCES BEYOND THE CONTROL OF CATERING PROJECT

If Catering Project is unable to provide the facilities or any other arrangements for your event/function or any part thereof, or to otherwise perform the terms of this agreement and Catering Project's failure is due to circumstances beyond its decision or control, Catering Project is not responsible for any costs, damages or expenses that you may suffer or incur.

TERMINATION

Catering Project reserves the right to cancel an event or booking if:

- The proposed venue or any part of the venue is closed due to circumstances outside Catering Project's control.
- The client/hirer becomes insolvent, bankrupt or enters into liquidation or receivership.
- The event might prejudice the reputation of Catering Project.
- The deposit and final payment have not been paid by the due dates.
- The client/hirer does not comply with any of the terms and conditions set by Catering Project.

EXTERNAL SUPPLIERS

Where goods or services are supplied from an external supplier additional terms and conditions may apply, such as additional deposits, earlier confirmation of final numbers or cancellation fees. You are responsible for any fees that may apply in relation to the supplier's terms and conditions.

Catering Project may act as an agent for external suppliers, such as Photography and Videography, Decorators, Cake Supplier and others, therefore the suppliers hold all responsibility for their services.

You are responsible for the costs involved in ensuring set-up and break-down of third party suppliers not engaged by Catering Project. All deliveries to a Catering Project event that relates to the services provided by Catering Project must be advised to your Catering Project catering co-ordinator prior to the delivery and must be marked with event name and event date.

CATERING PROJECT WAIVERS RESPONSIBILITY FOR:

Catering Project is not responsible for any theft, damage or loss to any goods that may occur in any public areas. Transfers to and from the event location that are contracted by any companies that are not owned or are subsidiaries of Catering Project.

Catering Project is not responsible for any costs, damages or expenses that you may suffer or incur.

CONSENT, GOVERNMENT TAXES, CHARGES OR LEVIES

Rates / Prices are subject to change without notice due to the imposition of Government taxes, charges or levies.

JURISDICTION

These terms and conditions and any contract to which they apply shall be governed by the laws of New South Wales and are subject to the jurisdiction of the courts of New South Wales.

CORPORATE ACCOUNTS

Corporate accounts are available on application for repeat clients; please speak to our Catering Manager. Business credit application (see <https://cateringproject.com.au/content/page/menus>)

PAYMENT OPTIONS

Credit cards (Amex, Visa, Mastercard)

Bank transfer made to: J & Co Sydney Pty Ltd trading as Catering Project

- Bank: CBA
- BSB: 062 004
- Account: 1037 8432

A Copy of the receipt must be sent to the catering manager to confirm payment if payment is made via EFT.



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WEBSITE PRIVACY POLICY

J & Co Sydney Pty Ltd trading as Catering Project is the entity who is collecting data on this website and in control of the data. J & Co Sydney Pty Ltd and its related bodies corporate, MX Sydney Pty Ltd trading as Bowery Lane, Pomelo and Co Pty Ltd trading as Pomelo & Co ("J & Co Sydney") are committed to protecting the privacy of individuals' personal information. J & Co Sydney is bound by the National Privacy Principles set out in the Privacy Act 1988 (Commonwealth) ("the Act"). J & Co Sydney will only collect, use or disclose personal information in accordance with the Act and this privacy policy.

We are extremely concerned to protect your privacy and confidentiality. We understand that all users of our site are quite rightly concerned to know that their data will not be used for any purpose unintended by them, and will not fall into the hands of a third party. Our policy is both specific and strict. If you think our policy falls short of your expectations or that we are failing to abide by our policy, do please tell us.

We are constantly vigilant for credit card or other fraud. We report all charge backs to a credit reference agency. If you have any reason to seek the return of money paid, please contact us rather than your credit card issuer.

Information may be unlawfully available to hackers and snoopers. We take no responsibility for this. The risk is no different from a similar risk in a bricks and mortar establishment. Except as set out below, we do not share, or sell, or disclose to a third party, any personally identifiable information collected at this site. If this policy should change in the future (most unlikely), then we shall provide notification in advance, and the opportunity for all users to indicate whether or not they would prefer that we do not provide the information to third parties as proposed.

DATA COLLECTION:

J & Co Sydney and its related bodies corporate, MX Sydney Pty Ltd trading as Bowery Lane, Pomelo and Co Pty Ltd trading as Pomelo & Co, in general collect personal information in order to conduct our normal business, to provide and market our goods and services and to meet our legal and regulatory obligations. A list of the information we collect, (but is not limited to), and why it is necessary to collect it:

1) BASIC IDENTIFICATION AND CONTACT INFORMATION

Basic identification and contact information, such as your name and contact details.

This information is used:

- 1.1 to provide you with the services which you request;
- 1.2 to personalize and customize your experiences;
- 1.3 to maintain our accounts;
- 1.4 for billing;
- 1.5 to enable us to answer your enquiries;
- 1.6 for verifying your identity for security purposes;
- 1.7 for marketing our services and products;
- 1.8 to communicate with you by any means necessary;
- 1.9 to help make our web site as useful to you as possible;
- 1.10 to report statistics, analyse trends, administer our services and diagnose problems;
- 1.11 information which does not identify any individual may be used in a general way by us or third parties, to provide class information, for example relating to demographics or usage of a particular page or service;
- 1.12 As required or permitted by law.

2) PERSONAL INFORMATION

Personal information may be collected from a variety of sources.

This information may come from:

- 2.1 you or the company you work for;
- 2.2 advertisers;
- 2.3 mailing lists;
- 2.4 recruitment agencies;
- 2.5 contractors / business partners;
- 2.6 when you acquire a product or service from us;
- 2.7 register as a subscriber or member;
- 2.8 provide a product or service to us;
- 2.9 complete a survey or questionnaire
- 2.10 enter a competition or event;
- 2.11 participate in our services;
- 2.12 when you communicate with us by email, telephone or in writing.

3) YOUR DOMAIN NAME AND E MAIL ADDRESS

Your domain name and e mail address are recognised by our servers and the pages that you visit are recorded. We use both session ID cookies and persistent cookies. Most web browsers are set by default to accept cookies. If you reject cookies you will be unable to take advantage of some of the features of our website(s). This information is used:

- 3.1 in a collective way not referable to any particular individual, for the purpose of quality control and improvement of our site;
- 3.2 to send you news about the services to which you have signed up;
- 3.3 to tell you about other of our services.

4) FINANCIAL INFORMATION, INCLUDING CREDIT CARD DETAILS

This information is used to obtain payment for goods and services you have ordered from us. This information is taken through a page certified as secure by CBA and PayStream. You will note that this page has a web address starting "https", not "http". The additional "s" denotes its secure status. Such information is automatically encrypted as soon as you confirm it and passes in encrypted form to our contracted merchant service provider, who automatically arranges the transfer from your bank account to ours. We store the encrypted version on our servers, to save you having to re-enter it when you buy from us again, after when it is automatically deleted. The encrypted information is retained for a period of 24 months, when it is automatically deleted.

Note: your Internet browser may produce a warning message. This is automatic and does not reflect on the high level of security built into our system.

5) VOLUNTEERED INFORMATION

Information volunteered by you for a particular purpose, for example a personal profile, survey, job application form, or contest. This information will be used exclusively for the purpose for which you have provided it. Information is disclosed to third parties only where the third party concerned qualifies in whatever way the web site page requires. We will make absolutely clear on the face of the page, any intention to publicise the name of a winner. If you do not provide us with the information that we request, we may not be able to provide you with our products or services. For example, if you do not register as a member of a website, you will not be able to access features or services that are reserved for members or subscribers only.

6 AFFILIATE INFORMATION

This is information given to us in the course of your business and ours as you have applied to join our affiliate scheme. Such information is retained for business use only. We undertake to preserve the confidentiality of the information and of the terms of our relationship. This information is used:

- 6.1 to maintain our accounts and affiliate records;
- 6.2 for billing;
- 6.3 to enable us to answer your enquiries;
- 6.4 for verifying your identity for security purposes;
- 6.5 to send you news about the services to which you have signed up;
- 6.6 to tell you about other of our services.

7 BUSINESS INFORMATION

This is information given to us in the course of your business and ours such as in relation to your application to partner with us or advertise with us. We will generally collect personal information by way of forms filled out by people, face-to-face meetings, interviews, business cards, electronic attachments, telephone conversations and from third parties (representatives, agents or credit reporting agencies). Such information is retained for business use only. We undertake to preserve the confidentiality of the information and of the terms of our relationship. It is not used for any other purpose. We expect you and any partner to reciprocate this policy.

8) DISCLOSURE TO GOVERNMENT AND THEIR AGENCIES.

We are subject to the law like everyone else. We may be required to give information to legal authorities if they so request or if they have the proper authorization such as a search warrant or court order.

9) INFORMATION REQUEST

At any time you may review or update the personally identifiable information that we hold about you, by contacting us at the address below. To better safeguard your information, we will also take reasonable steps to verify your identity before granting access or making corrections to your information. We will require you to verify your identity and to specify what information you require. A fee may be charged for providing access however we will advise you of the likely cost in advance.

This confidentiality policy has been compiled so as to comply with current Australian legislation, so far as we are aware. If you have any question regarding the confidentiality policy, please contact us at:

J & Co Sydney Pty Ltd trading as Catering Project, PO Box R724, Royal Exchange, 1225, NSW, Australia.

10) YOUR FEEDBACK

To help us improve our privacy policy and practice, please give us your feedback. You may email us or write to us at J & Co Sydney Pty Ltd trading as Catering Project, PO Box R724, Royal Exchange, 1225, NSW, Australia.

REFUNDS & RETURNS

If the goods or services received are defective or not fit for purpose, a full refund or replacement will be provided. Please note that products cannot be returned due to change of mind, incorrect choice, or the item does not fit. This replacement extends to damage caused in-transit.

We guarantee that our goods:

- 1) Are of acceptable quality. This means they will be safe, durable and free from defects. They will be acceptable in appearance and finish, and do the job such things are usually used for.
- 2) Match the description given to you although may differ slightly in presentation as product are all hand-made.

How do I contact Catering Project if I feel that I am eligible for a Replacement, Refund or Return?

Within a reasonable time after the sale email orders@cateringproject.com.au and place in the Subject Title: Refunds and Return and your Business Name. We welcome you to attached images explaining your questions. Please provide details about the manner in which the goods fail to serve their purpose, or are defective



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TERMS OF USE

WEBSITE SERVICE AGREEMENT/TERMS OF USE

The www.cateringproject.com.au is an Australian website and is owned by J & Co Sydney Pty Ltd trading as Catering Project. These terms and conditions regulate the business relationship between you and us. By using Our Website in any way, or by buying from us, you agree to be bound by them. Further terms and conditions may accompany other transactions between you and J & Co Sydney Pty Ltd and you will be notified on a case by case basis.

No person under the age of 18 years may purchase Goods. If you are under 18, please confer with an adult to make your purchase. You are encouraged to periodically visit this page to review the most current Terms and Conditions to which you are bound. If you do not agree to these Terms and Condition of Use, please do not use this website.

We are: J & Co Sydney Pty Ltd trading as Catering Project, ABN: 89 602 950 827

Our address is: PO Box R724, Royal Exchange, 1225, NSW, Australia.

You are: a visitor to Our Website / Our Customer

1. ACCEPTANCE OF TERMS

The services that J & Co Sydney Pty Ltd provides to User is subject to the following Terms of Use ("TOU"). J & Co Sydney Pty Ltd reserves the right to update the TOU at any time without notice to User. The most current version of the TOU can be reviewed by clicking on the "Orders & Shipping – Privacy Policy – Refunds & Returns – Terms Of Use" hypertext link located at the bottom of our Web pages.

A. This Agreement, which incorporates by reference other provisions applicable to use of www.cateringproject.com.au, including, but not limited to, supplemental terms and conditions set forth hereof ("Supplemental Terms") governing the use of certain specific material contained in www.cateringproject.com.au, sets forth the terms and conditions that apply to use of www.cateringproject.com.au by User. By using J & Co Sydney Pty Ltd (other than to read this Agreement for the first time), User agrees to comply with all of the terms and conditions hereof. The right to use www.cateringproject.com.au is personal to User and is not transferable to any other person or entity. User is responsible for all use of User's Account (under any screen name or password) and for ensuring that all use of User's Account complies fully with the provisions of this Agreement. User shall be responsible for protecting the confidentiality of User's password(s), if any.

B. J & Co Sydney Pty Ltd shall have the right at any time to change or discontinue any aspect or feature of www.cateringproject.com.au, including, but not limited to, content, hours of availability, and equipment needed for access or use.

2. CHANGED TERMS

J & Co Sydney Pty Ltd shall have the right at any time to change or modify the terms and conditions applicable to User's use of www.cateringproject.com.au, or any part thereof, or to impose new conditions, including, but not limited to, adding fees and charges for use. Such changes, modifications, additions or deletions shall be effective immediately upon notice thereof, which may be given by means including, but not limited to, posting on www.cateringproject.com.au, or by electronic or conventional mail, or by any other means by which User obtains notice thereof. Any use of www.cateringproject.com.au by User after such notice shall be deemed to constitute acceptance by User of such changes, modifications or additions.

3. DESCRIPTION OF SERVICES

Through its Web property, J & Co Sydney Pty Ltd provides User with access to a variety of resources, including download areas, communication forums and product information (collectively "Services"). The Services, including any updates, enhancements, new features, and/or the addition of any new Web properties, are subject to the TOU.

4. EQUIPMENT

User shall be responsible for obtaining and maintaining all telephone, computer hardware, software and other equipment needed for access to and use of www.cateringproject.com.au and all charges related thereto.

5. USER CONDUCT

A. User shall use www.cateringproject.com.au for lawful purposes only. User shall not post or transmit through www.cateringproject.com.au any material which violates or infringes in any way upon the rights of others, which is unlawful, threatening, abusive, defamatory, invasive of privacy or publicity rights, vulgar, obscene, profane or otherwise objectionable, which encourages conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any law, or which, without J & Co Sydney Pty Ltd's express prior approval, contains advertising or any solicitation with respect to products or services. Any conduct by a User that in J & Co Sydney Pty Ltd's discretion restricts or inhibits any other User from using or enjoying www.cateringproject.com.au will not be permitted. User shall not use www.cateringproject.com.au to advertise or perform any commercial solicitation, including, but not limited to, the solicitation of users to become subscribers of other on-line information services competitive with J & Co Sydney Pty Ltd.

B. www.cateringproject.com.au contains copyrighted material, trademarks and other proprietary information, including, but not limited to, text, software, photos, video, graphics, music and sound, and the entire contents of www.cateringproject.com.au are copyrighted as a collective work under the Australian copyright laws. J & Co Sydney Pty Ltd owns a copyright in the selection, coordination, arrangement and enhancement of such content, as well as in the content original to it. User may not modify, publish, transmit, participate in the transfer or sale, create derivative works, or in any way exploit, any of the content, in whole or in part. User may download copyrighted material for User's personal use only. Except as otherwise expressly permitted under copyright law, no copying, redistribution, retransmission, publication or commercial exploitation of downloaded material will be permitted without the express permission of J & Co Sydney Pty Ltd and the copyright owner. In the event of any permitted copying, redistribution or publication of copyrighted material, no changes in or deletion of author

attribution, trademark legend or copyright notice shall be made. User acknowledges that it does not acquire any ownership rights by downloading copyrighted material.

- C. User shall not upload, post or otherwise make available on www.cateringproject.com.au any material protected by copyright, trademark or other proprietary right without the express permission of the owner of the copyright, trademark or other proprietary right and the burden of determining that any material is not protected by copyright rests with User. User shall be solely liable for any damage resulting from any infringement of copyrights, proprietary rights, or any other harm resulting from such a submission. By submitting material to any public area of www.cateringproject.com.au, User automatically grants, or warrants that the owner of such material has expressly granted J & Co Sydney Pty Ltd the royalty-free, perpetual, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate and distribute such material (in whole or in part) worldwide and/or to incorporate it in other works in any form, media or technology now known or hereafter developed for the full term of any copyright that may exist in such material. User also permits any other User to access, view, store or reproduce the material for that User's personal use. User hereby grants J & Co Sydney Pty Ltd the right to edit, copy, publish and distribute any material made available on www.cateringproject.com.au by User.
- D. The foregoing provisions of Section 5 are for the benefit of J & Co Sydney Pty Ltd, its subsidiaries, affiliates and its third party content providers and licensors and each shall have the right to assert and enforce such provisions directly or on its own behalf.

6. USE OF SERVICES

The Services may contain email services, bulletin board services, chat areas, news groups, forums, communities, personal web pages, calendars, photo albums, file cabinets and/or other message or communication facilities designed to enable User to communicate with others (each a "Communication Service" and collectively "Communication Services"). User agrees to use the Communication Services only to post, send and receive messages and material that are proper and, when applicable, related to the particular Communication Service. By way of example, and not as a limitation, User agrees that when using the Communication Services, User will not:

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- Advertise or offer to sell or buy any goods or services for any business purpose, unless such Communication Services specifically allows such messages.
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- Create a false identity for the purpose of misleading others.
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7. MEMBER ACCOUNT, PASSWORD, AND SECURITY

If any of the Services requires User to open an account, User must complete the registration process by providing J & Co Sydney Pty Ltd with current, complete and accurate information as prompted by the applicable registration form. User also will choose a password and a user name. User is entirely responsible for maintaining the confidentiality of User's password and account. Furthermore, User is entirely responsible for any and all activities that occur under User's account. User agrees to notify J & Co Sydney Pty Ltd immediately of any unauthorized use of User's account or any other breach of security. J & Co Sydney Pty Ltd will not be liable for any loss that User may incur as a result of someone else using User's password or account, either with or without User's knowledge. However, User could be held liable for losses incurred by J & Co Sydney Pty Ltd or another party due to someone else using User's account or password. User may not use anyone else's account at any time, without the permission of the account holder.

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