

TERMS OF USE

PLEASE READ THESE TERMS AND CONDITIONS OF USE CAREFULLY BEFORE USING THIS WEBSITE.

Our organisation is Chichester Restaurants Pty Ltd (ABN 17 130 964 260). Manor Suite Wine Bar, Mr Grubb @ Oakdene, Fork N Flower & Oakdene Vineyards Guesthouse all trade as Chichester Restaurants Pty Ltd.

Welcome to our website. If you continue to browse and use this website you are agreeing to comply with and be bound by the following terms and conditions of use, which together with our privacy policy and website disclaimer, govern Chichester Restaurants' relationship with you in relation to your use of this website.

By using this website, you signify your acceptance of these terms and conditions of use. For the purposes of these terms and conditions, "Us", "Our" and "We" refers to the Chichester Restaurants Group as listed above, and "You" and "Your" refers to you, the client, visitor, website user or person using our website.

AMENDMENT OF TERMS

We reserve the right to change, modify, add or remove portions of these terms at any time. Please check these terms regularly prior to using our website to ensure you are aware of any changes. We will endeavour to highlight any significant or substantive changes to you where possible. If you choose to use our website then we will regard that use as conclusive evidence of your agreement and acceptance that these terms govern your and Chichester Restaurants' rights and obligations to each other.

LIMITATION OF LIABILITY

It is an essential pre-condition to you using our website that you agree and accept that Chichester Restaurants is not legally responsible for any loss or damage you might suffer related to your use of the website, whether from errors or from omissions in our documents or information, any goods or services we may offer or from any other use of the website. Your use of any information or materials on this website is entirely at your own risk, for which we shall not be liable.

It shall be your own responsibility to ensure that any products, services or information available through this website meet your specific, personal requirements. You acknowledge that such information and materials may contain inaccuracies or errors and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law.

COMPETITION AND CONSUMER ACT

For the purposes of Schedule 2 of the Australian Consumer Law, in particular Sections 51 to 53, 64 and 64A of Part 3-2, Division 1, Subdivision A of the Competition and Consumer Act 2010 (Cth Chichester Restaurants' liability for any breach of a term of this agreement is limited to: the supplying of the goods or services to you again; the replacement of the goods; or the payment of the cost of having the goods or services supplied to you again.

You must be over 18 years of age to use this website to purchase any product containing alcohol.

LINKS TO OTHER WEBSITES

Chichester Restaurants may from time to time provide on its website, links to other websites and information on those websites for your convenience. This does not necessarily imply sponsorship, endorsement, or approval or arrangement between Chichester Restaurants and the owners of those websites. Chichester Restaurants takes no responsibility for any of the content found on the linked websites.

Chichester Restaurants website may contain information provided by third parties for which Chichester Restaurants accepts no responsibility whatsoever for information or advice provided to you directly by third parties. We are making a 'recommendation' only and are not providing any advice nor do we take any responsibility for any advice received in this regard.

DISCLAIMER

To the fullest extent permitted by law, Chichester Restaurants absolutely disclaims all warranties, expressed or implied, including, but not limited to, implied warranties of merchantability and fitness for any particular purpose. Chichester Restaurants gives no warranty that the documents, goods or services will be free of errors, or that defects will be corrected, or that our website or its server is free of viruses or any other harmful components.

Whilst we, at all times endeavour to have the most accurate, reliable and up-to-date information on our website, we do not warrant or make any representations regarding the use or the result of the use of any document, product, service, link or information in its website or as to their correctness, suitability, accuracy, reliability, or otherwise.

It is your sole responsibility and not the responsibility of Chichester Restaurants to bear any entire costs of servicing, repairs, or correction. The applicable law in your state or territory may not permit these exclusions, particularly the exclusions of some implied warranties. Some of the above may not apply to you but you must ensure you are aware of any risk you may be taking by using this website or any products or services that may be offered through it. It is your responsibility to do so.

YOUR PRIVACY

At Chichester Restaurants we are committed to protecting your privacy. We use the information we collect about you to maximize the services that we provide to you. Chichester Restaurants respects the privacy and confidentiality of the information provided by you and adheres to the Australian Privacy Principles. Please read our separate Privacy Policy carefully.

You may change your details at any time by advising us in writing via email. All information we receive from our customers, is protected by our secure servers. Chichester Restaurants' secure server software encrypts all customer information before it is sent to us. Furthermore, all of the customer data Chichester Restaurants collects is secured against unauthorized use or access. Credit card information is not stored by us on our servers.

THIRD PARTIES

Chichester Restaurants does not and will not sell or deal in personal or customer information. We may however use in a general sense without any reference to your name, your information to create marketing statistics, identify user demands and to assist it in meeting customer needs generally. In addition, we may use the information that you provide to improve its website and its services but not for any other use.

DISCLOSE YOUR INFORMATION

Chichester Restaurants may be required, in certain circumstances, to disclose information in good faith and where Chichester Restaurants is required to do so in the following circumstances: by law or by any court; to enforce the terms of any of our customer agreements; or to protect the rights, property or safety of Chichester Restaurants, its customers or third parties.

EXCLUSION OF COMPETITORS

If you are in the business of creating similar documents, goods or services for the purpose of providing them for a fee to users, whether they be business users or domestic users, then you are a competitor of Chichester Restaurants. Chichester Restaurants expressly excludes and does not permit you to use or access its website, to download any documents or information from its website or obtain any such documents or information through a third party. If you breach this term then Chichester Restaurants will hold you fully responsible for any loss that it might sustain and further holds you accountable for all profits that you might make from such unpermitted and improper use. Chichester Restaurants reserves the right to exclude and not permit any person from using its website or any of the documents and information contained on it.

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You may not, except with our express written permission, distribute or commercially exploit the content. Nor may you transmit it or store it in any other website or other form of electronic retrieval system.

WHOLE AGREEMENT

These terms and conditions represent the whole agreement between you and Chichester Restaurants concerning your use and access to Chichester Restaurants website and your use and access to the documents and information on it. No other term is to be included in this agreement except where it is required to be included by any legislation of the Commonwealth or any State or Territory. All implied terms except those implied by statute and which cannot be expressly excluded are hereby expressly excluded.

EXCLUSION OF UNENFORCEABLE TERMS

Where any clause or term above would by any applicable statute be illegal, void, or unenforceable in any State or Territory then such a clause shall not apply in that State or Territory and shall be deemed never to have been included in these terms and conditions in that State or Territory. Such a clause if legal and enforceable in any other State or Territory shall continue to be fully enforceable and part of this agreement in those other States and Territories. The deemed exclusion of any term pursuant to this paragraph shall not affect or modify the full enforceability and construction of the other clauses of these terms and conditions.

JURISDICTION

This agreement and this website are subject to the laws of Victoria and Australia. If there is a dispute between you and one of our websites that results in litigation then you must submit to the jurisdiction of the courts of Victoria.