

## **Terms and Conditions**

Welcome to the Lifestyle Meal Prep website, which is provided to you by Lifestyle Meal Prep (ABN 90 813 625 325 (“Lifestyle Meal Prep”, “we”, “us”, “our”).

Your use of this website is governed by the policies, terms, and conditions set out below (“Terms”), so please read them carefully and contact us with any questions before you use the website. You can contact us at: [info@lifestylemealprep.com.au](mailto:info@lifestylemealprep.com.au)

These Terms, together with any other policy in relation to the supply or return of goods that is made available on our website from time to time, form the whole of the agreement between you and Lifestyle Meal Prep in respect of your use of the website and any purchase of goods from Lifestyle Meal Prep (“Goods”) made through the website.

Your use of this website indicates your acceptance of these Terms and any other applicable policy. If you do not agree to the Terms, please do not use this website. To the extent that any inconsistency arises between these Terms and a separate policy published on our website, these Terms will apply. These Terms will otherwise supersede and replace any subsequent terms or conditions provided by you or on your behalf to us in connection with an order for Goods you make through our website (“Order”), whether or not such terms or conditions are signed by Lifestyle Meal Prep.

Lifestyle Meal Prep reserves the right to make changes to this website and these Terms at any time. By ordering or subscribing on our website you grant us the right to add your contact details to our database and use them to contact you regarding your Order, shipping, and other products or promotions. From time to time we may contact you about offers and new menus. You can easily be removed from our subscriber list by either unsubscribing via a link in any email you receive from us, or by contacting our Customer Support at: [info@lifestylemealprep.com.au](mailto:info@lifestylemealprep.com.au).

Lifestyle Meal Prep and this website, are based in Victoria, Australia and provide services only in Melbourne. All dates and times referred to on our website or in any communication with you are references to AEST or AEDST as applicable, and all prices or other amounts are in Australian Dollars, inclusive of GST unless otherwise specified.

### **Accuracy, completeness and timeliness of information**

We are not liable to you or anyone else if interference with or damage to your computer systems

occurs in connection with the use of this website or a linked website. You must take your own precautions to ensure that whatever you select for your use from our website is free of viruses or anything else (such as worms or Trojan horses) that may interfere with or damage the operations of your computer systems. We may, from time to time and without notice, change or add to the website (including the Terms) or the information, products or services described in it. However, we do not undertake to keep the website updated. We are not liable to you

or anyone else if errors occur in the information on the website or if that information is not up-to date.

### **Your Status**

By placing an order through our site, you warrant that you are at least 18 years old and you are residing in Australia.

### **Meal orders**

When you purchase a product or service from us, we may request certain personal identifiable information from you. You may be required to provide contact information (such as name, email, and delivery address) and financial information (such as credit card number, expiration date and CCV). All details are secure & Lifestyle Meal Prep will simply process the customer's previous order in the system.

### **Free Delivery**

Free Delivery is available within 32km radius of Melbourne CBD. A delivery fee of \$5.00 will occur to further locations.

### **Delivery**

We only deliver to addresses within Victoria. We can reject an order if the location is too far to be delivered.

We do deliveries on the weekend however in special cases we are able to deliver on the weekdays. When filling out the Ordering Form please specify if there are any Delivery Instructions.

We will aim to deliver on the day specified. However, if an event occurs that is beyond our reasonable control, then we may not be able to do so and will not be liable to you or any other person for any such delay. In this instance, we will endeavour to provide you with notice of the delay as soon as reasonably possible.

We will deliver the Products to the front door at the relevant Delivery Address. If you ask us to deliver inside a premise or building at the Delivery Address and we agree to do so, then you are responsible for any loss or damage suffered by us in connection with our delivery of the Products beyond the front door of the Delivery Address. You must make all appropriate arrangements to assist and allow us to deliver your order, including obtaining any prior security, or other, approvals which may apply to your delivery location.

Lifestyle Meal Prep accepts no liability or responsibility for incorrectly placed orders. Nor do we accept liability or responsibility for delivery details which are incorrectly supplied, or you fail to supply.

If you will not be at home at the expected delivery time, we recommend you nominate a cool safe place for delivery of your order. If you do not provide a specific place for delivery, Lifestyle Meal Prep will leave your order at your front door. If you advise Lifestyle Meal Prep of any specific delivery instructions in your order, Lifestyle Meal Prep will endeavour to comply with these instructions to the extent reasonably within its control.

You will be responsible for your order from the time we deliver your products to the nominated address. We accept no liability or responsibility for any product once the product has been delivered to you.

You understand that Lifestyle Meal Prep may need to change your delivery date and time from time to time. We will notify you as soon as reasonably practicable if your delivery date and time changes for any reason.

### **Acceptance or rejection of an order**

We reserve the right to accept or reject your order for any reason, including if the requested Product is not available.

If we reject an order placed through the Site, then we will endeavour to notify you of that rejection at the time you place the order or within a reasonable time after you submit your order.

### **Risk and Title**

The Products will be at your risk from the time of delivery.

Ownership of the Products will only pass to you when we receive full payment of all sums due in respect of the Products, including delivery charges.

### **Promotions and Giveaways**

We are always looking for ways to make our customers smile, and as such, we often run promotions and giveaways. For certain campaigns, promotions or contests, additional terms and conditions may apply. If you want to participate in such a campaign, promotion or contest, you must agree to the relevant terms and conditions applicable to that campaign, promotion or contest. In case of any inconsistency between such terms and conditions and these terms, those terms and conditions will prevail.

## **Price and Payment**

The price of the Products and our delivery charges will be as quoted on the Website from time to time, except in cases of obvious error. We may change Product prices and delivery charges at any time, but changes will not affect orders in respect of which we have already sent you a Dispatch Confirmation. Payment for all orders must be by cash on delivery, bank transfer, credit/debit card (fees may apply). Any transactions or purchases online can be made via American Express, MasterCard and Visa.

## **Subscription**

Once you sign up for our Subscription (direct debit service) you will be charged on the same day every week or fortnight. The charge day depends on the day you placed your order and will be listed on your profile. Please note, that if your card is declined the charge dates may vary.

To make any changes, pause your order or have any alterations, you must give us notice by Tuesday midnight before next week's delivery. To do so, please email Lifestyle Meal Prep at [info@lifestylemealprep.com.au](mailto:info@lifestylemealprep.com.au)

You can cancel your direct debit at any time. However, please note that any payments already taken from your account for processed orders cannot be cancelled and will not be refunded.

All payments have to be made before your purchase can be delivered. When paying by card, if you have insufficient funds in your account or the card declines - the purchase will not go through. For direct transfers, your meals will only be delivered once the transfer has been completed.

## **Warranties and Disclaimers**

To the maximum extent permitted by law, including the Australian Consumer Law, we make no warranties or representations about this website or the Content, including but not limited to

warranties or representations that they will be complete, accurate or up-to-date, that access will be uninterrupted or error-free or free from viruses, or that this website will be secure.

We reserve the right to restrict, suspend or terminate without notice your access to this website, any Content, or any feature of this website at any time without notice and we will not be responsible for any loss, cost, damage or liability that may arise as a result.

You expressly agree that your use of, or inability to use, the service is at your sole risk. The service and all products and services delivered to you through the service are (except as expressly stated by us) provided 'as is' and 'as available' for your use, without any representation, warranties or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and noninfringement.

## **Liability**

To the maximum extent permitted by law, including the Australian Consumer Law, in no event shall we be liable for any direct and indirect loss, damage or expense – irrespective of the manner in which it occurs – which may be suffered due to your use of our website and/or the information or materials contained on it, or as a result of the inaccessibility of this website and/or the fact that certain information or materials contained on it are incorrect, incomplete or not up-to-date.

## **Allergies & Pregnancy Related**

Lifestyle Meal Prep strongly suggests that you consult your Doctor prior to consuming Lifestyle Meal Prep. Please let us know on the ordering form if You have any diet requirements or allergies. While Lifestyle Meal Prep takes all due care to keep allergy prone ingredients out of certain meals, please be aware they may still be present.

Lifestyle Meal Prep accepts no liability whatsoever to any allergic reaction by a Customer as a result of consuming a Lifestyle Meal Prep meal/product - this also applies to expecting mothers.

## **Disputes**

All disputes to be lodged at [info@lifestylemealprep.co.au](mailto:info@lifestylemealprep.co.au) in writing, explaining the details of the dispute. Intellectual property rights. Unless otherwise indicated, we own or license from third parties all rights, title and interest (including copyright, designs, patents, trademarks and other intellectual property rights) in this website and in all of the material (including all text, graphics, logos, audio and software) made available on this website (Content).

Your use of this website and use of and access to any Content does not grant or transfer any rights, title or interest to you in relation to this website or the Content. However, we do grant you a licence to access the website and view the Content on the terms and conditions set out in this Agreement and, where applicable, as expressly authorised by us and/or our third party licensors. Any reproduction or redistribution of this website or the Content is prohibited and may result in civil and criminal penalties.

In addition, you must not copy the Content to any other server, location or support for publication, reproduction or distribution is expressly prohibited. All other use, copying or reproduction of this website, the Content or any part of it is prohibited, except to the extent permitted by law.

## **Events outside our control**

We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by events outside our reasonable control (Force Majeure Event).

A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control and includes in particular (without limitation) the following: strikes, lockouts or other industrial action; civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war; fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster; impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport; impossibility of the use of public or private telecommunications networks; and the acts, decrees, legislation, regulations or restrictions of any government.

### **Severability**

If any of these terms and Conditions or any provisions of a Contract are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

### **Our right to vary these terms and conditions**

We have the right to revise and amend these terms and conditions from time to time to reflect changes in market conditions affecting our business, changes in technology, changes in payment methods, changes in relevant laws and regulatory requirements and changes in our system's capabilities.

You will be subject to the policies and terms and conditions in force at the time that you order Products from us, unless any change to those policies or these terms and conditions is required to be made by law or governmental authority (in which case it will apply to orders previously placed by you), or if we notify you of the change to those policies or these terms and conditions before we send you the Dispatch Confirmation (in which case we have the right to assume that you have accepted the change to the terms and conditions, unless you notify us to the contrary within seven working days of receipt by you of the Products).

### **Contact us**

Please feel free to contact us at [info@lifestylemealprep.com.au](mailto:info@lifestylemealprep.com.au) if you have any questions about these Terms.