

TERMS AND CONDITIONS

1. Introduction

- 1.1 In these terms and conditions “we”, “us”, “our” and “GFA” refers to Gym Food Australia Pty Limited and “you” and “consumer” refers to the purchaser of any GFA products through this website.
- 1.2 By accessing and using the GFA website to purchase products from us you accept and agree to be bound by these terms and accordingly you should review them carefully. If you do not accept these terms you must not access or use the GFA website to purchase products from us.
- 1.3 We reserve the right to amend these terms at any time and your use of the GFA website following any amendments will represent your agreement to be bound by these terms as amended.
- 1.4 GFA welcomes feedback on its product range at info@gymfoodaustralia.com.au.

2. Ordering

- 2.1 Our services are provided to adults over the age of eighteen (18) years. By proceeding to purchase through our website you acknowledge you are over 18 years of age.
- 2.2 All product prices (and freight costs for some locations) are listed on our webpage in Australian Dollars (AUD). We reserve the right to amend our prices at any time.
- 2.3 We accept payment by direct debit via EZYpay, valid credit or visa debit card for once off purchases. You must be the card holder or have permission from the card holder to complete a purchase transaction through our website.

3. Deliveries

- 3.1 GFA will home deliver meals to the address specified in the purchaser’s “my account” section at the time of purchase.
- 3.2 If the delivery cannot be made and a re-delivery must be attempted as a result of an incorrect address, delivery instructions, or other GFA will charge a secondary delivery fee to the customer.
- 3.3 GFA uses both in-house and third party couriers who may, from time to time not be able to complete deliveries as per instruction due to external factors out of our control.
- 3.4 Once deliveries have been completed, GFA takes no responsibility for items that spoil due to temperature, are stolen or lost. Refunds or replacements will not be issued under these circumstances
- 3.5 **GFA Delivery to Consumer Collection Point**
- 3.6 GFA products are stored in certified polystyrene boxes packed with Ice Gels in for delivery to consumers. GFA products are delivered to consumers by a courier in a freezer truck with a temperature of minus 18 degrees Celsius or below.
- 3.7 GFA products are delivered to a GFA specified address (Consumer Collection Point) for collection by the consumer. Once products have been delivered to the Consumer Collection Point, GFA takes no responsibility for maintaining the temperature of the product. If GFA products are

not frozen when collected by the consumer, we recommend they not be consumed.

- 3.8 It is the responsibility of the consumer to collect their GFA product from the Consumer Collection Point at the time specified by GFA.
- 3.9 All risk of loss or damage to the GFA product passes to the consumer upon delivery to the Consumer Collection Point.

4. Product Handling

- 4.1 GFA provide their products frozen and upon receipt of the product by the consumer they must be stored in a freezer of minus 18 degrees Celsius or below for food safety reasons.
- 4.2 GFA products have a 3 month expiry date (if kept frozen) as GFA do not use preservatives in their products.
- 4.3 Re-heating instructions must be followed closely by the consumer. We recommend that all GFA products be re-heated in a microwave to ensure rapid re-heating of food occurs to a temperature of 60 degrees Celsius or hotter.
- 4.4 GFA accepts no responsibility for products that are not stored as instructed or re-heated according to GFA instructions prior to consumption.

5. Refunds

- 5.1 GFA may offer a refund to the consumer in certain circumstances.
- 5.2 We use third party couriers across Australia. There may be delays with delivery from time to time. We will not issue a refund if your order is delayed due to unforeseen circumstances.

6. Cancellations, pauses and order changes

- 6.1 Changes to the following week’s orders must be made via email to orders@gymfoodaustralia.com.au or completed in the “manage my order” section of the website by 3pm Friday, the previous week. Requests made after this date will not take place until the following week.

7. Disclaimer

- 7.1 We recommend that consumers of GFA products consider their personal nutritional needs and consult with their medical practitioner prior to ordering any products or commencing any diet or meal plan.
- 7.2 GFA products contain high levels of protein and low levels of carbohydrates and may not be suitable for all consumers.
- 7.3 Our website has a nutritional calculator, however, please note this only provides an estimate of your daily nutritional needs and we recommend you consult with your general practitioner, nutritionist or dietician who will be able to provide you with assistance particular to your individual circumstance.
- 7.4 GFA does not cater for any medical conditions, food intolerances, allergies or special dietary requirements. Please note that all products are

prepared in a commercial kitchen and may contain traces of nuts, tree products, gluten, milk, eggs, other dairy products, seafood, etc. GFA cannot guarantee a total absence of any of such items in our products.

- 7.5 GFA will not be liable for any adverse reactions to food consumed, or ingredients a consumer may come in contact with while consuming any of our products.

8. **Indemnity**

By accessing our website, you agree to indemnify GFA and hold GFA harmless from all claims, actions, damages, loss, costs and expenses including legal fees arising from or in connection with your use of our website, and whether any such loss arises from GFA's breach of any contract or implied contract, negligence or other tort or wilful act.

9. **Privacy**

- 9.1 We undertake to take all due care with any information which you may provide to us when accessing our website and ordering from us. However we do not warrant and cannot ensure the security of any information which you may provide to us. Information you transmit to us is entirely at your own risk and we are not liable for its misuse due to error in transmission or virus or malware, although we undertake to take reasonable steps to preserve such information in a secure manner.
- 9.2 Our compliance with privacy legislation is set out in our separate Privacy Policy which may be accessed from our home page.

10. **General**

- 10.1 To the extent that any part of these terms are invalid, unenforceable, illegal, void or voidable for any reason, then these terms will be construed and binding as if the invalid, unenforceable, illegal, void or voidable part had been deleted from them or read down to the extent necessary to overcome the difficulty.
- 10.2 Our waiver of any breach or a failure to enforce or to insist on the observance of a condition of these terms will not be a waiver of any other or of any subsequent breach.
- 10.3 We will not be responsible or liable for failure to perform any obligation under these terms if such failure is caused by the occurrence of any matter beyond its reasonable control including, without limitation, industrial disputes, internet and communications outages, fire, flood, war, explosion, accident or act of God.
- 10.4 These terms are governed and construed in accordance with the laws of the State of Queensland and the Commonwealth of Australia, and you irrevocably submit to the jurisdiction of the courts of that State and of the Commonwealth of Australia.

11. **Marketing & contact**

- 11.1 By obtaining a login with GFA you may receive emails and text messages from us from time to

time. Both of these services can be stopped by opting out or unsubscribing.

- 11.2 GFA reserves the right to contact users via the details they provide through the website.
- 11.3 GFA sends text messages to customers on delivery/pick-up day with specific instructions and contact details.

PRIVACY POLICY

This privacy policy sets out how GFA uses and protects any information that you give GFA when you use this website. Should we ask you to provide certain information by which you can be identified when using this website, then you can be assured that it will only be used in accordance with this privacy statement. GFA may change this policy from time to time by updating this page. You should check this page from time to time to ensure that you are happy with any changes.

Unidentifiable Information

This type of information cannot be linked to an individual customer. We may use a "cookie" or your IP Address to recognise your computer via our website. Cookies are small pieces of information that are stored by your browser on your hard drive. They are perfectly safe and do not contain any personally identifying information. We use this information to track overall site usage patterns and statistics.

You have the ability to accept or decline cookies by modifying the settings in your browser. However, you may not be able to use all the interactive features of our site if cookies are disabled.

Personally Identifiable Information

When you order from GFA, we ask for basic information about you, including your name, telephone number, email and address. This information is needed to be able to process your order and to deliver to you.

What Happens with Information

We require the information we gather to understand your needs and provide you with a better service, and in particular for the following reasons:

- (a) To process any online order
- (b) We may use the information to improve our products and services.
- (c) We may periodically send promotional emails about new products, special offers or other information which we think you may find interesting using the email address which you have provided.
- (d) From time to time, we may also use your information to conduct market research.

Security

We are committed to ensuring that your information is secure. In order to prevent unauthorised access or disclosure, we have put in place suitable procedures to safeguard and secure the information we collect online.