

WEBSITE TERMS OF USE

1. This website is comprised of various web pages operated by The Establishment Coffee Company. This website is offered to you conditioned on your acceptance without modification of the terms, conditions, and notices contained herein. Your use of this website constitutes your agreement to all such terms, conditions, and notices.
2. As a condition of your use of this website, you warrant to The Establishment Coffee Company that you will not use this website for any purpose that is unlawful or prohibited by these Terms. You may not use this website in any manner which could damage, disable, overburden, or impair this website or interfere with any other party's use and enjoyment of this website. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the ordinary use of this website.

DISCLAIMER

3. The Establishment Coffee Company does not accept responsibility for any loss, expense or damages, however caused (including through negligence), that you may directly or indirectly suffer in connection with your use of this website or any linked website or any transaction that occurs as a result of the use of this website, nor does The Establishment Coffee Company accept any responsibility for any such loss, expense or damages arising out of your use of or reliance on information contained on or accessed through this website.
4. The Establishment Coffee Company offers no warranty in relation to the availability of any services and/or goods provided by means of this website.
5. To the fullest extent permitted by law, any condition or warranty that would otherwise be implied into these Terms Of Use is hereby excluded. Where legislation implies any condition or warranty and that legislation prohibits The Establishment Coffee Company from excluding or modifying the application of, or our liability under, any such condition or warranty, that condition or warranty will be deemed included but The Establishment Coffee Company's liability will be limited for a breach of that condition or warranty to the cost you paid to access this website.
6. You must ensure that your access to this website is not illegal or prohibited by laws that may apply to you.
7. You must take your own precautions to ensure that the process that you employ for accessing this website does not expose you to risk of viruses or other form of interference that may damage your own computer system. For the removal of doubt, The Establishment Coffee Company does not accept responsibility for any interference or damage to your own computer system which arises in connection with your accessing of this website or any linked website.
8. Whilst we have no reason to believe that any information contained on this website is inaccurate, The Establishment Coffee Company does not warrant the accuracy, adequacy or completeness of such information, nor does The Establishment Coffee Company undertake to keep this website updated. The Establishment Coffee Company does not accept responsibility for loss suffered as a result of reliance by you upon the accuracy or currency of information contained on this website.
9. Responsibility for the content of any advertisements appearing on this website (including hyperlinks to advertisers' own websites) rests solely with the advertisers. The placement of such advertisements does not constitute a recommendation or endorsement by The Establishment

Coffee Company of the advertisers' products and each advertiser is solely responsible for any representations made in connection with its advertisement.

10. The Establishment Coffee Company is not responsible for any loss whatsoever a user may suffer including, but not limited to economic loss, for reliance on guidelines or comments published on The Establishment Coffee Company website.
11. The disclaimer set out in these Terms Of Use does not attempt or purport to exclude liability arising under statute, if, and to the extent, such liability cannot be lawfully excluded.

RELEASE AND INDEMNITY

12. By agreeing to these terms, you release and indemnify The Establishment Coffee Company and shall keep The Establishment Coffee Company indemnified against all actions, claims and demands (including the cost of defending or settling any action, claim or demand) that may be instituted against The Establishment Coffee Company arising out of a failure by The Establishment Coffee Company to comply with these Terms Of Use or arising out of any act or omission on your part, including but not limited to a failure by you to comply with your obligations under these Terms Of Use.

TERMINATION/ACCESS RESTRICTION

13. The Establishment Coffee Company reserves the right, in its sole discretion, to terminate your access to this website and the related services or any portion thereof at any time, without notice.
14. Use of this website is not authorised in any jurisdiction that does not give effect to all provisions of these terms and conditions, including without limitation this paragraph. You agree that no joint venture, partnership, employment, or agency relationship exists between you and The Establishment Coffee Company as a result of this agreement or use of this website. The Establishment Coffee Company's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of The Establishment Coffee Company's right to comply with governmental, court and law enforcement requests or requirements relating to your use of this website or information provided to or gathered by The Establishment Coffee Company with respect to such use.
15. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect. Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and The Establishment Coffee Company with respect to this website and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and The Establishment Coffee Company with respect to this website.

COPYRIGHT AND TRADEMARK NOTICES

16. The copyright for all of the content on this website is held by The Establishment Coffee Company and/or its suppliers, with all rights reserved.

TRADEMARKS

17. The names of actual companies and products mentioned on this website may be the trademarks of their respective owners.

LINKS TO THIRD PARTY SITES

18. This website may contain links to other websites ("Linked Sites"). The Linked Sites are not under the control of The Establishment Coffee Company and The Establishment Coffee Company is not responsible for the contents of any Linked Site, including, without limitation, any link contained in a Linked Site, or any changes or updates to a Linked Site. The Establishment Coffee Company is not responsible for webcasting or any other form of transmission received from any Linked Site. The Establishment is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by The Establishment Coffee Company of the site or any association with its operators.

MODIFICATION OF THESE TERMS OF USE

19. The Establishment Coffee Company reserves the right to change the terms, conditions, and notices under which this website is offered.

MISCELLANEOUS PROVISIONS

20. The Establishment Coffee Company accepts no liability for any failure to comply with these Terms Of Use where such failure is due to circumstances beyond The Establishment Coffee Company's reasonable control.
21. If The Establishment Coffee Company waives any rights available to it under these Terms Of Use on one occasion, this does not mean that those rights will automatically be waived on any other occasion.
22. If any of these Terms Of Use is held to be invalid, unenforceable or illegal for any reason, then to the extent of such unenforceability, invalidity or illegality it is to be severed from this Agreement and the remaining Terms Of Use shall nevertheless continue in full force.
23. If any Terms of this Agreement and any policies published on this website become invalid or unenforceable for any reason, then that invalidity or unenforceability will not affect the validity or enforceability of any of the other separate and independent clauses, covenants and restraints in the aforementioned agreements.
24. You agree that you will only use this website and the information derived from this website solely for the legitimate purposes contemplated by these Terms Of Use and in accordance with these Terms Of Use.
25. In addition to these Terms Of Use, you agree to comply with any policies, rulings, procedures, systems and/or forms that The Establishment Coffee Company places on this website from time to time.
26. You agree to act honestly and reasonably in all of your dealings in relation to or on this website.

GOVERNING LAW

27. These Terms Of Use are governed by the laws in force in Queensland, Australia.

TERMINOLOGY

28. In these Terms Of Use, "The Establishment Coffee Company", "we", "us" or "our" means The Establishment Coffee Co Pty Ltd ACN 151 553 061, our related entities, associates, and each entities officers, employees, agents and contractors.