

The Terms & Conditions set out below apply to online orders for the supply of food products from Bistro 51, Street Food Kitchen or club bars which are submitted via our online ordering facility at (ettalong.ordertogo.com.au/).

The online ordering service is operated by Ettalong Beach War Memorial Club. (ABN 99 001 011 392) currently available at Ettalong Diggers, 51-52 The Esplanade Ettalong Beach NSW 2257.

By placing an order on our site, you accept and understand your details will be held in accordance with our Privacy Policy and will be used for the purpose of fulfilling your order. The Dining Area you order from will contact you via SMS when your order is ready for collection providing you with instructions on where to go to collect your order.

Payments made through the website are made to Ettalong Beach War Memorial Club Ltd. ABN 99 001 011 392.

Without limiting the way in which you may become bound by these Online ordering Terms, you will be deemed to have accepted and be bound by these Online Ordering Terms by submitting an order or by accessing the Online Ordering System.

1. ACCESSING THE ONLINE ORDERING SERVICE

1. You may browse the Online ordering Service and Submit an order as a guest, or create a user account (Account) by clicking on the 'Order Now' link or when submitting an order.
2. You can only place an order within the proximity of Ettalong Diggers and not prior to arriving.
3. By creating an account, you understand that providing your details (including payment details) will be stored within our secure third party payment provider to make it easier for you to submit Orders in the future.
4. To create an account or submit an Order, you agree that all information given to us is true and correct.

2. PLACING ORDERS

1. To place an order via the Online Ordering Service you will be required to specify:
2. The food that you want to order (Ordered Products)
3. The Dining Area at which you will collect your Order
4. Your payment information; and
5. Any other details we require to finalise your order
6. Please ensure that you check all of the details you enter and correct any errors before submitting your Order, as we will begin processing your order immediately. You won't be able to cancel or vary your order, except as allowed under clause 6.
7. We reserve the right to refuse any order on any grounds.

3. COLLECTING YOUR ORDER

1. When placing an Order, where possible, we will advise of any delays in ordering time due to high volume orders. We attempt to process all orders promptly and within a reasonable time frame
2. When placing an Order through the Online Ordering Service it is your responsibility to have your phone on loud and check your phone for notifications on when your order is ready for collection.
3. We will let you know via SMS or Push Notification when your order is ready for collection from your designated Dining Area and the Dining Area will clearly be advised within your Order Collection Confirmation Message.
4. If ordering from multiple dining areas you will receive a message from each of the areas once your order is ready to collect, please be advised that there may be a slight difference between when each order is ready for collection.

4. PRICES

1. The prices published on the Online Ordering Service will apply to the Ordered Products. All prices state on the Online Ordering Platform are in Australian Dollars (AUD) and inclusive of GST.
2. The Online Ordering System may allow you to apply certain available discounts or promotions to Orders submitted via the Online Ordering Feature. If you wish to take advantage of one of our discount promotions which are not able to be claimed via our Online Ordering Service please place your order directly at our Dining Area.
3. We reserve the right to refuse an Order or alter the agreed price if an incorrect price or invalid discount code is given due to a software malfunction or interference with the Online Ordering Service.

5. PAYMENT

1. You must pay for the product at the time of submitting your Order using an approved payment method. Approved payment methods include Pay by Points, Apple Pay, Google Pay, Debit & Credit Cards.
2. The payments will be processed by us immediately and will be debited from your account in the timeframe set by your card or account provider.
3. If we are unable to authorise your payment via the selected payment method at check out, you will be alerted and your Order will not be processed.
4. We have engaged with a third party payment provider to securely process credit & debit card payments and store payment details for Account Holders We will not store your credit or debit card information on our servers and will not have direct access to your payment information.

6. CHANGES & CANCELLATIONS BY YOU

1. Once your product has been ordered you will be unable to cancel or change your order.
2. If your order has to be canceled due to unforeseen circumstances or dissatisfaction in delivery of order your original payment will still be processed. Our Management Team will then determine whether you are eligible for a refund in accordance with clause 9.

7. CHANGES & CANCELLATIONS BY US

1. If we are unable to fulfill your Order due to unforeseen circumstances, or if one of the products is no longer available we may contact you to cancel or vary your order.
2. We will endeavor to contact you via SMS or Push Notification and will do our best to resolve the issue when you arrive at the Collection Area.
3. In such a case, we will determine whether it is appropriate to:
 - Replace the unavailable item with another item of a similar value
 - Provide a partial refund of the price of the unavailable item
 - Cancel the entire order and provide a full refund; or
 - Provide another form of compensation that we deem appropriate.

8. COLLECTING YOUR ORDER

1. Please ensure your mobile number is correct at the time of order. If you don't receive a confirmation SMS once your order is complete please visit the nearest P.O.S with the products in your order to confirm you have provided us with the correct mobile number
2. To collect your order, a member of our restaurant team will send a push notification or SMS to your phone with details on where to go to collect your order. Please have your Order confirmation message ready and available upon collection.
3. We will endeavor to have your order ready to collect within a reasonable time frame, but please be patient if there is a short wait due to high demand at the time.

9. REFUND POLICY

1. We have a high satisfaction guarantee. If you are not happy with your experience please address your concerns with the Manager on Duty at the time of your order. Alternatively, please contact us at info@ettalongdiggers.com and we will work to resolve your concerns.
2. Any complaint must be submitted to our Management Team within 48 hours of your order. Our team will review your request and get back to you as soon as possible.
3. Any decision to grant a refund will be at our discretion (subject to our legal obligations) but we will endeavor to address any complaint to your satisfaction. We will process any approved refund within 5 business days of approval.

10. DISCLAIMERS

1. We do our best to ensure that our product names, descriptions, prices, nutritional information, and allergenic warnings are accurate but accept no liability if any of the details published on the Online Ordering Service are incorrect. If you have any doubts about the products available or descriptions please contact the designated restaurant before you place your order.
2. To the extent permitted by law, we exclude all liability for any loss or damage you sustain as a result of your use of the Online Ordering service or consuming Ordered products, except to the extent caused by our wilful acts or omissions.
3. These Online Ordering Terms will apply to the extent permitted by law and none of these terms will be construed as excluding, qualifying, or limiting your statutory rights or remedies.
4. When you place an order via the Online Ordering Service you will be required to provide us with your personal information, including your full name, your email address, your mobile phone number & your payment information.
5. By submitting an order and giving us your information, you agree to our Privacy Policy and consent to us collecting and using your information in accordance with our Privacy Policy.
6. We may vary these Online Ordering Terms at any time by publishing the revised terms on this website. The amendments will take effect from the next time you visit the Online Ordering Service. If you do not agree with the revised terms, you must immediately stop using the Online Ordering Service and delete your Account (if applicable).

The General Terms are incorporated by reference into these Online Ordering Terms. If there is any inconsistency between the two documents, these Online Ordering Terms prevail to the extent of the inconsistency, but only in respect of the Online Ordering Service.