



**HALO**  
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# Partner Restaurant Terms and Conditions



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# WELCOME TO HALO DINING

I am extremely excited to reveal that Halo Dining has successfully launched in Australia!

Congratulations for being among the first in the world to be part of this revolutionary new app, which gives diners the chance to book their favourite local restaurant to come and prepare and serve dinner in their home. This is not just about dropping food off at the door, but bringing the complete restaurant experience to people in the privacy and comfort of their own homes through an easy-to-use app.

By signing up to Halo Dining, you now have the ability to expand your dining room and offer your staff more hours. Best of all, it's FREE for the first six weeks, so you have plenty of time to make sure the platform is right for you. Please get in touch with any feedback you have during this time.

The app is the culmination of my 40 years' experience in the industry as a chef, caterer, restaurateur and consultant. Hosts select the restaurant based on their desired time, date and location of their booking, depending on restaurant availability. They then choose from the menus you offer and invite their guests, and a chef and waiter turn up, set the table, cook the meal, serve them, and even do the dishes. You will be able to see photos of the host's kitchen, dining room and utensils and communicate with them directly via the app. You can also set your minimum spends and the pricing is fixed, so there's no negotiating. Just put the menus up and away you go! Halo Dining is designed to be a premium offer and to a point pricing is less important, as the people who will be using this are looking for an experience.

I strongly believe Halo Dining will change the way people think about dining and entertainment. We want you to know that we are here to help with any questions you may have, so please don't hesitate to get in touch.

I look forward to working with you.



Tom Rutherford  
'Founder'



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# Partner Restaurant Terms and Conditions

By logging into the HALO DINING APP you agree to enter into these terms and conditions which, together with the Website Terms of Use on our Website, our Privacy Policy and any other documents incorporated by reference into this agreement, constitute a contract between you and Halo Dining Pty Ltd (ABN 60 641 365 773) (“Halo Dining”, “we”, “us”, “our”).

We may update these Partner Restaurant Terms and Conditions from time to time, and the updated terms and conditions will apply from the date they are published on our Website and each time you accept them by clicking ‘I AGREE TO THE PARTNER RESTAURANT TERMS AND CONDITIONS’.

“Confidential Information” means all information received, acquired or created by you during the course of or in connection with this contract, including information about our products, processes, systems, equipment, dealings (including with you), transactions, policies, finances, organisation or personnel, and information about Hosts, Guests and anyone associated with them.

“Guest” is a person invited by a Host to a dining experience.

“Host” is a person who uses our platform to seek to be introduced to a Partner Restaurant so as to then make an offer to the Partner Restaurant for the Partner Restaurant to provide a dining experience to the Host and its Guests in the nature of the Services at the residence of, or a location nominated by, the Host.

“Partner Restaurant” is a restaurant that lists its menu on our Website and offers to provide Services directly to Hosts and their Guests introduced to it via our platform.

“Service Fee” means the fee we charge a Host to use our platform, which we pass on to you by deducting it from the Total Booking Fee, which is 14.5% plus GST, but is subject to change at any time without notice.

“Total Booking Fee” means the total fee that you offer to accept in exchange for providing a dining experience to the Host and its Guests as published on our platform and Website and includes:

- the cost of the Host’s and Guest’s meals and other selections as requested on our platform and
- your delivery and service fee.



## 1. Nature of Services

We are providing you with access to our platform whereby you may request that we publish your menus and then through our introduction service, Hosts can seek to offer to book you and invite Guests to a dining experience in exchange for the Total Booking Fee stated on the platform. You are entirely responsible for all information you provide to us about you, your menus and any third parties and permit us to use that information in accordance with our Privacy Policy. You warrant that all information you provide to us about you and your menus is not, will not or does not (as the case may be):

- false, inaccurate, misleading, fraudulent, deceptive, defamatory, obscene or discriminatory
- infringe any third party's copyright, patent, trademark, trade secret, intellectual property or other proprietary rights or rights of publicity or privacy
- violate any laws or any of our policies
- contain comments of a religious, political or social nature
- contain any viruses, trojan horses, worms, time bombs, trap doors, back doors, Easter eggs, spiders, robots, screen scrapers, data aggregation tools or other devices or other computer programming routines that may or are intended to damage, modify, delete, interfere with, surreptitious intercept, access without authority or expropriate any system, data or personal registration or otherwise affect the integrity, operation or security of our platform or Website
- create liability for us or cause us to lose (in whole or in part) the services or custom of our internet service provider, Hosts, Guests or other suppliers
- damage our credibility or the integrity of our platform or Website, or dilute, tarnish, or otherwise harm our brand in any way or
- link directly or indirectly to or include anything that you do not have a right to link to or include, or could cause us to violate any laws.
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You grant to us a worldwide, perpetual, irrevocable, fully paid-up, transferable, non-exclusive licence to use, reproduce, modify, adapt and communicate any information you provide to us.



You must not:

- copy, store or otherwise access or use any information you obtain from us for purposes not expressly permitted by this contract
- use our platform or Website for any purposes that are not permitted by this contract or in any way that is inconsistent with the purpose of our platform or Website, or in a manner that falsely implies our endorsement, partnership or otherwise misleads others as to your affiliation with us
- use our platform, Website or any information we provide to you in connection with the distribution of unsolicited commercial e-mail or advertisements or for purposes not directly related to this contract.

We reserve the right to accept or reject your request to be named as a Partner Restaurant on our platform and Website in our complete and unfettered discretion and we may, in our discretion, notify you of and charge you a one off or a recurring fee to be named as a Partner Restaurant on our platform. Once named as a Partner Restaurant on our platform and Website we reserve the right to remove you, revise your listing or discontinue your listing at any time and without notice to you in our complete and unfettered discretion and will have no obligation to refund you any fees you may have paid to be named as a Partner Restaurant on our platform. You must immediately notify us within 30 days of any changes to your information which you provide to us.

We reserve the right to not accept a Host's request for an introduction to you for any reason in our sole discretion without reference or warning to you.

We are not providing the Services to Hosts and Guests, but are providing you with access to a platform to enable you to be introduced to a Host who may make an offer to you for you to provide Services to Hosts and their Guests on your own behalf, pursuant to a separate agreement with each Host and their Guests. The information and pricing you ask us to publish on our platform and Website about you and your menus is set by you and we accept no liability for any errors or misstatements. If you see an error or misstatement it is your responsibility to notify us and we will update the platform and Website as soon as is reasonably practicable. If wait or beverage or any other staff are required to assist you to provide the Services, this is your responsibility to arrange and pay for.

To access and use our platform, or accept an offer from a Host, you need to register with us and set up an account with your e-mail address and a password. You are solely responsible for maintaining the confidentiality of your login details, and you are liable for all activities that happen under your account, even if you do not authorise such activities. We grant you a non-exclusive, world-wide, non-transferable licence to use our platform and the Website solely in accordance with this contract.



Hosts seeking to be introduced to you as a Partner Restaurant, may use our platform to offer to make a reservation with you. You understand and agree that we may communicate offers made by Hosts to you. If you then accept an offer to make a reservation, the Host and Guests will be notified by us and then a legally binding contract will immediately be formed between you, the Host and the Guests (and we will not be a party to that contract) whereby the Services will be supplied by you to the Host and the Guests. That may include some or all of the following:

- a personalised menu for the event(s)
- all grocery shopping required to prepare the meal(s)
- meal preparation and presentation and
- kitchen clean-up to the standard you are provided with

(hereafter referred to as the “Services”).

If you accept a booking, all communications regarding the Services will be between you and the Host direct, and our involvement will be limited to the terms referred to herein.

You agree and accept that our platform only provides you with an introduction service to a Host and that we do not provide any of the Services. We have no responsibility for your actions or inactions once you accept an offer from a Host or the actions or lack of actions by the third-party payment gateway.

We do not guarantee the completeness, accuracy, nature, quality, currency or reliability of the information provided by you, by a Host, by Guests or as published by us on our Website. You must make your own investigations and satisfy yourself. You are solely responsible for providing the Services and we make no representations or warranties thereto, to the extent permitted by law. We are under no obligation to pass on any offers made by Hosts and their Guests to you.

We do not supply, provide, manage or control you, the Host, the Guests, the third-party payment gateway or the dining experience. If you decide to accept an offer from a Host, a third party payment gateway will be used to facilitate all payment transactions in accordance with this contract. You are solely responsible for providing the dining experience to the Host and the Guests. If you have any enquiries about the dining experience, you must contact the Host and not us.

Your legal rights and obligations in connection with the provision of the dining and food experience are solely with the Host and the Guests that you provide the Services to and not us. We do not and will not provide the Services. Specifically, if, for any reason, you are unable to provide the dining experience or are unable to comply with the terms of your contract with a Host or the Guests, your rights are only against the Host and the Guests and not against us and you irrevocably waive all rights to make a claim or seek any legal rights or remedies against us.



You represent and warrant to us that:

- (a) you have the legal capacity to enter into this contract and are over the age of 18 years
- (b) you have obtained the consent of any third parties you provide personal information about to us
- (c) you have read and agree to this contract and
- (d) you have complied and will when providing the Services comply with all applicable laws.

## 2. Fees and Payment

- (a) Upon using our platform to be introduced to a Partner Restaurant to make an offer, a third-party payment gateway will be used by the Host and a pre-authorisation process will occur whereby the Host guarantees the minimum spend nominated by the Partner Restaurant.
- (b) If you accept an offer from a Host, you agree and understand that the Host authorises and instructs the payment gateway to pay, and you irrevocably authorise:
  - (i) the Service Fee to be immediately released to us and
  - (ii) the Total Booking Fee less our Service Fee, to be released to you, at a date to be nominated by us, which date and time is to be no earlier than 24 hours after the scheduled completion date and time of the event as first notified by the Host to us when the Host used our platform, subject to clause 3, in consideration for you providing the Services.
- (c) If a reservation is not accepted by you, the pre-authorisation will be refunded to the Host.
- (d) If a Host cancels a reservation after acceptance by you but before the event you agree that the below applies:
  - (i) if the Host cancels more than two days before the event, the Host will be entitled to a refund of the pre-authorisation amount. The Service Fee will be retained by us
  - (ii) if the Host cancels less than two days before the event, the Host will be entitled to a 50% refund of the Total Booking Fee less the full amount of our Service Fee and you will be entitled to be paid the balance thereafter via the payment gateway.
- (e) If you cancel a reservation after acceptance you must fully refund the Host the pre-authorisation amount and our Service Fee.
- (f) Hosts and Guests are not entitled to any refund if they reduce the number of Guests attending an event within 48 hours of the event.
- (g) If a Host or Guest wishes to increase the number of Guests or make any other changes to their dining experience, they must exclusively liaise with you in relation thereto, including in relation to any additional fees that may be payable to you.



- (h) We may set-off and deduct any amount that you owe to us from any amount that we may owe to you from time to time.
- (i) You are responsible for all normal business expenses incurred by you in performing your obligations under this contract, including the provision of all facilities, equipment and materials necessary to provide the Services, and you will not be entitled to be reimbursed for any out of pocket expenses incurred by you in connection with the provision of the Services.
- (j) For the avoidance of doubt, you will be solely responsible for and you will solely bear:
  - (i) payment to your staff and contractors including their remuneration and benefits including salaries and wages, annual leave, sick leave, superannuation, long service leave and all other benefits to which any of them may be entitled under any contract of service or contract for service with you or under any award, industrial instrument, statute or common law
  - (ii) payment of all taxes and duties in respect of such remuneration and benefits and
  - (iii) compliance with, and costs of compliance with, all other statutory, award or other legal or contractual requirements with respect to your staff and contractors.
- (k) Nothing in this contract has the effect of making you or any of your staff or contractors employees of ours. You indemnify us for any loss, of whatever nature, incurred or suffered by us in the event that you or any of your staff or contractors are deemed or hold themselves out to be an employee or employees of ours.
- (l) You agree to and you must abide by, and you will procure that any of your staff and contractors working onsite at a Host's premises agree to and abide by, all lawful directions and requests of the Host. You must not grant access to any Host's premises to any third party without the prior permission of the Host.

### 3. Disputes

If a Host or Guest has any dispute or disagreement with you, they must notify us in writing. We will use our reasonable endeavours to request the payment gateway to not release your fees for a period no shorter than 7 days, so as to enable you to attempt to resolve the dispute or disagreement with the Host or Guest.

Unless we receive a written direction from you to refund the Host or Guest in whole or in part, the payment gateway may release the Total Booking Fee less our Service Fee to you.

Any further communications in relation to the dispute or disagreement and your rights and obligations will thereafter be solely held between you and the Host or Guest.





#### 4. Your obligations

You warrant, acknowledge and agree that:

- (a) you and your staff and contractors (if any) are competent and have the necessary skills, expertise and resources to perform the Services and to perform all of the obligations contained in this contract
- (b) the Services will be provided in a way that will not by act or omission adversely affect our reputation or goodwill
- (c) the Services will be performed in a timely, diligent, professional manner commensurate with the highest standards and practices of the industry relating to those Services
- (d) you, your staff and contractors (if any) will comply with, at your own cost and expense, all laws, regulations, bylaws, ordinances or orders made thereunder and the lawful requirements of any public, municipal or other authority so far as the same may affect or apply to you or the Services
- (e) you must carry with you a small first aid kit to all bookings
- (f) you have a current and valid Food Safety Supervisor certification from a Registered Training Organisation in Australia
- (g) all information you provide to us is valid and correct in all respects, and that you have not engaged in misleading or fraudulent conduct
- (h) no conditions attached to any registration or qualifications that you hold will be breached through your use of our platform or when providing the Services
- (i) if you have represented to a Host that you can provide specific services, you must be experienced, licensed and qualified to offer those specific services and in accordance with all laws (including the relative food and liquor licensing laws)
- (j) you will provide the Services with due care and skill in a proper and professional manner with a high degree of quality and responsiveness and to a standard that complies with all laws (including food and liquor licence laws) and standards that would reasonably be expected of an expert and experienced provider of services similar to the Services
- (k) you must maintain high standards of honesty, integrity and business ethics
- (l) you are the seller, supplier and/or provider of the Services to Hosts and Guests and you are solely responsible for providing the Services
- (m) unless otherwise agreed with us, you are responsible for all customer service in connection with the Services
- (n) you are only permitted to use information about a Host, Guests and a booking for the purposes contemplated by this contract. You are not permitted to resell, broker or otherwise share contact reservations of any Host or Guest to any third party in whole or



part (except where authorised). Any reservation provided by the Host to you is confidential in nature, and you must take reasonable steps to protect the confidentiality of such information

- (o) any communications entered into by you at your own risk
- (p) any legal remedy or liability that you seek to obtain for actions or omissions of Hosts and Guests or other third parties will be limited to a claim against the particular Hosts, Guest or third party who caused you harm, and you agree not to attempt to impose liability on or seek any legal remedy from us with respect to such actions or omissions
- (q) we have the right to share your information with Hosts and Guests and via reviews on our platform and Website
- (r) we assume no responsibility for a Host's or a Guest's compliance with laws
- (s) the acts and omissions of any of your staff and contractors (if any) are deemed to be the acts and omissions of you, and you are liable for your staff and contractors (if any), and you are solely responsible for ensuring that they comply with your obligations set out in this contract. You are solely liable for any loss or damage to person or property arising from the use of the Services by you and your staff and contractors (if any). For the avoidance of doubt, we are not liable for any loss or damage caused by you, your staff or contractors (if any)
- (t) you, your staff and contractors (if any) have an up-to-date RSA certificate.

## 5. Insurance

You must, before providing the Services, take out:

- (a) public liability insurance;
- (b) workers' compensation insurance in respect of your staff.

You must effect all other insurance that you may be required to maintain by law from time to time.

## 6. Confidentiality

You agree that you have or you may, before or during the course of this contact, become acquainted with or have access to Confidential Information.

You must take all steps necessary to safeguard the confidentiality of all Confidential Information.

You agree that you must not directly or indirectly, in whole or in part, without our prior written consent:



- (a) use, disclose, cause or permit the disclosure of the Confidential Information for any purpose other than to perform your obligations or exercise your rights under this contract
- (b) for whatever reason, either for yourself or through any third party, appropriate, copy, memorise or in any manner reproduce any of the Confidential Information or
- (c) make improper use of the Confidential Information acquired by virtue of this contract, to gain directly or indirectly, an advantage for yourself or for any other person or to cause detriment to us.

## **7. Indemnification**

You shall indemnify, defend and hold harmless us, and our managers, employees and contractors, from and against any and all claims, demands, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies, including interest, penalties, and solicitor's fees and costs (on a full indemnity basis), that we may incur or suffer that result from your breach or failure to perform any of the obligations set forth in this contract, and from your negligence or any wilful act, or the negligence or wilful act of any of your staff, contractors, associates, or related parties.

The acts and omissions of you and your staff, contractors, associates, or related parties are deemed to be the acts and omissions of you, and you are fully liable for your staff, contractors, associates, or related parties and ensuring that they comply with this contract.

You are solely liable for any loss or damage to person or property arising from the Services by you, your staff, your contractors, associates, or related parties.

For the avoidance of doubt, we are not liable for any loss or damage caused by you, Hosts, Guests, your staff, your contractors, associates, or related parties.

## **8. Limitation of Liability**

The introduction provided by or through us to the Host and Guests is done so entirely at your risk.

We shall be under no liability to you for any loss or damage resulting from any defect in the services, food or dining experience, the Services provided or not provided by you or the actions or inactions of Hosts or Guests or the failure of any equipment or supplies.

We are not liable, and you agree to hold us harmless, for any injuries, death, loss, damage, cost or expense of any kind caused, contributed to or suffered by you, Hosts, Guests, your staff and contractors (if any) or any other person sustained as a result of the Services, including but not limited to any injury resulting from the action or inaction of you, your staff and contractors (if any) or sickness from any food prepared. It is your sole obligation and responsibility to



ascertain and disclose the potential of Hosts and Guests for allergic reactions and health issues, and your obligation to affirmatively discern from the Host what ingredients pose or may pose a threat.

In any event, our maximum aggregate liability to you for any loss or damage or injury arising out of or in connection with this contract, including any breach by us of this contract however arising, is limited to the Service Fee.

Nothing in this contract limits or excludes any guarantees, warranties, representations or conditions implied or imposed by law, including the Australian Consumer Law (or any liability under them) which by law may not be limited or excluded.

## **9. Disclaimer & Release**

You acknowledge and agree that your use of our platform and Website is at your own risk.

Our platform and Website is provided on an "as-is" and "as available" basis. While every effort is taken to ensure the content on our platform and Website is accurate, we make no representations and give no warranties about the currency, suitability, reliability, availability, timeliness and/or accuracy of the content for any purpose.

Subject to the other terms of this clause and the maximum extent permitted by law, we expressly exclude all warranties.

You acknowledge and agree that:

- (a) we are not responsible for any introduction we facilitate for you, for Hosts, for Guests or the actions or inactions of any persons whatsoever
- (b) we are not responsible for a Host or a Guest or the third-party payment gateway failing to comply with their contract with us or failing to pay any amount due or disputing the release of your fee to you and you will not be entitled to any compensation from us
- (c) you assume total responsibility for your use of our platform, the provision of the Services and the actions of you, your staff, your contractors, associates, or related parties
- (d) we are not a party to any transaction arising or entered into between you and a Host or Guest. As a result, we have no control over, and do not ensure, guarantee or provide any warranty or indemnity.

In the event that you have a dispute with a Host or Guest, you release and hold us (and our officers, directors, agents, related entities, related bodies corporate, employees and contractors) harmless from actions, claims, demands and losses of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such dispute and the Services



This disclaimer applies to the fullest extent permitted by law and shall survive any termination or expiration of the contract.

This contract may be produced and relied upon as a complete defence to any claim made

## 10. Alcohol

If alcohol is to be served or made available at your dining experience, it is to be done under your strict direction and control and only to those who are of legal age.

We are not liable, and you agree to hold us harmless and fully indemnify us, for compliance with all liquor licencing and all other laws, obligations, rights and responsibilities relating to the supply and service of alcohol.

You represent and warrant that in the event that you make available for sale, supply, serve or deliver any meals or beverages that contain alcohol that you:

- (a) hold current licences and permits from the appropriate regulators and licensing authorities that permit you to do so
- (b) comply with all legal and regulatory requirements
- (c) will never provide, or make available for sale, or deliver alcohol in a manner that is contrary to this contract, or in breach of the law, or licensing and permit conditions, including with respect to the sale of alcohol to minors, or persons who are intoxicated or disorderly
- (d) will always and in every case refuse to supply or deliver any items containing alcohol where you are legally required to do so
- (e) will ensure that all staff serving alcohol have a current "Responsible Service of Alcohol" certificate (RSA).

## 11. Reviews

Hosts and Guests may be given an opportunity to review you and their experience of the event. We reserve the right to publish or not to publish reviews, as well as to amend the content of any review at any time and to remove reviews without notice at our sole discretion.

We do not make any representation or warranty as to the accuracy or reliability of any opinion or content that is published in any review.

You agree that we are not liable for the content of any review.



## 12. Miscellaneous Provisions

- (a) If a court holds any provision of this contract to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected.
- (b) We shall be liable by reason of any failure or delay in the performance of the Services for any reason whatsoever including but not limited to on account of the weather, power outages, natural disasters, acts of God, war, governmental action labour conditions, or health related events.
- (c) This contract is entered into and is to be performed, and/or deemed performed, in New South Wales, Australia. Any dispute arising from the relationship between the parties to the contract, shall be governed by NSW law regardless of any conflict of law provisions. The parties expressly submit to the jurisdiction of the courts of NSW.
- (d) No waiver or amendment, including those by custom, usage of trade or course of dealing, will be effective unless in writing. One party's waiver of any default or breach under this contract by the other shall not constitute a waiver of any subsequent default or breach.
- (e) The rights and obligations of the parties under this contract shall survive any termination of this contract to the extent necessary to protect the rights and enforce the obligations of the parties.
- (f) You agree that this contract may not be construed adversely against us solely because we prepared it.
- (g) This contract comprises the entire understanding and agreement between you and us with respect to the subject matter hereof.
- (h) Nothing in this contract or your use of our platform or Website establishes or creates a joint venture, partnership, consortium, franchise, employment or agency relationship between you and us.





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