



Background

- A. Spice Quarter provides spice blends to Clients.
- B. This agreement sets out the terms of service.

1. Goods and Services

- 1.1. Spice Quarter will endeavour to provide goods with due care, skill and diligence.
- 1.2. Spice Quarter will maintain appropriate insurance in respect of the supply of goods.
- 1.3. Items offered for sale as single items may be ordered in any number or configuration.
- 1.4. If single goods are not available, Spice Quarter may contact a Client to discuss an alternative.
- 1.5. A Client may accept this agreement online, by signature, in writing, orally or by conduct.
- 1.6. Spice Quarter may vary the contents of a subscription box or gift box order subject to availability.
- 1.7. Clients cannot vary the contents of a set monthly box subscription.
- 1.8. Clients can choose the contents of a gift box to the extent offered.

2. Price and Payment

- 2.1. Spice Quarter will not provide goods without payment in full.
- 2.2. The prices shown at checkout are the final prices and no other discount is available.
- 2.3. Shipping costs are additional to prices for the goods and will be added at checkout.
- 2.4. Clients are responsible for taxes, duties and other charges applicable where goods are shipped.
- 2.5. Prices for goods and shipping may be subject to change without notice.

3. Website

- 3.1. Spice Quarter does not guarantee that the use of its website will be uninterrupted, secure or error-free.
- 3.2. Spice Quarter may remove the website for upgrades, maintenance or other servicing.
- 3.3. The actual goods may vary from the images of the goods.
- 3.4. No part of the website may be reproduced without express written permission by Spice Quarter.
- 3.5. Spice Quarter may terminate service to a Client for violation of terms, laws or unacceptable use.
- 3.6. By placing orders, Clients warrant that they are authorised to place that order.
- 3.7. A Client is responsible for providing accurate information when placing an order.
- 3.8. Spice Quarter may monitor feedback and comments submitted by Clients.
- 3.9. Spice Quarter is under no obligation to respond to feedback or comments.
- 3.10. Spice Quarter may remove or edit content if considered defamatory, offensive, threatening, otherwise objectionable, in violation of intellectual property or these terms.

4. Confidential Information

- 4.1. Spice Quarter will use its best endeavours to protect Client's privacy and confidential information.
- 4.2. Spice Quarter will handle information in accordance with privacy laws applying to NSW, Australia.
- 4.3. Spice Quarter does not accept responsibility for access to information by an unauthorised user.

5. Mediation

- 5.1. The parties must take every reasonable step to resolve a dispute relating to this agreement by informal mediation, before commencing proceedings.
- 5.2. The laws applying to New South Wales, Australia apply to this agreement and the parties submit to the exclusive jurisdiction of that State.

6. General

- 6.1. If allowed by law, the liability of Spice Quarter is limited to replacing goods or giving refunds.
- 6.2. Spice Quarter will not be liable for any variation or change to service.
- 6.3. Spice Quarter does not accept responsibility for goods received by Clients from third parties.



- 6.4. To the extent allowed by law, Spice Quarter is not responsible for goods shipped outside Australia, damage to shipped goods, indirect or consequential or special loss, factors or delays beyond its control or compliance with regulatory requirements.
- 6.5. Spice Quarter may subcontract the work or assign the rights under this agreement.
- 6.6. Spice Quarter may limit sales of goods sold to Clients or geographical regions.
- 6.7. The failure of a party to enforce a term of this agreement does not amount to a waiver of that term.
- 6.8. If a term is deemed illegal, unenforceable or invalid that clause is deleted and the rest of this agreement remains in force.
- 6.9. A Client indemnifies Spice Quarter from any claim related to a breach of this agreement.

7. Definitions and Interpretations

- 7.1. In this agreement:
 - "Checkout" means the final order placed by the Client and the price, which will show shipping costs.
 - "Client" means entity who accepts the services.
 - "Gift Box" means box of goods chosen by the Client from a set list.
 - "Goods" means spices supplied by Spice Quarter to a Client.
 - "Order" means order placed by a Client with Spice Quarter for the supply of goods.
 - "Price" means the cost of goods stated on Spice Quarter's website.
 - "Subscription Box" means a monthly box of set goods, chosen by Spice Quarter.
 - "Service" means filling of orders and shipping to Client.
 - "Third Party" means any entity which is not party to the agreement.
 - "Website" means website of Spice Quarter.
- 7.2. The use of a singular word also means the plural and visa-versa e.g. a Client means Clients.
- 7.3. Headings will not affect the interpretation of this agreement.