Catering Terms & Conditions
Fannie Bay Bakery
1/7 Fannie Bay Place
Fannie Bay NT 0820
ABN 85 679 708 073

1. General
1.1 These Terms and Conditions apply to all orders placed with Fannie Bay Bakery ("we", "our", "us").
1.2 By placing an order with us, the customer ("you", "your") agrees to these Terms and Conditions.
1.3 We reserve the right to amend these Terms and Conditions at any time without notice.

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2. Orders
2.1 Orders may be placed online, by email, or by other approved ordering methods.
2.2 All orders are subject to availability and acceptance.
2.3 We reserve the right to refuse or cancel any order at our discretion.
2.4 It is your responsibility to ensure all order details, including delivery information, quantities, dietary requests, and contact details, are accurate at the time of ordering.

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3. Payment
3.1 Full payment is required at the time the order is placed.
3.2 Orders will not be confirmed until payment has been received in full.
3.3 Prices are listed in Australian Dollars (AUD) and include GST unless otherwise stated.
3.4 We reserve the right to amend pricing at any time prior to order confirmation.

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4. Cancellations & Refunds
4.1 Due to the preparation and perishable nature of our products, cancellations made within 48 hours of the delivery time may not be eligible for a refund.
4.2 Where sufficient notice is provided, refunds or credits may be offered at our discretion.
4.3 No refunds will be provided for:

- Incorrect delivery details provided by the customer;
- Failure of the customer to receive the order at the nominated delivery time/location;
- Change of mind after preparation has commenced.

4.4 If we are unable to fulfil your order due to circumstances within our control, we may provide a refund or credit.

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5. Delivery
5.1 Delivery times are estimates only and may vary due to traffic, weather, operational issues, or other unforeseen circumstances.
5.2 We will make reasonable efforts to deliver within the requested timeframe but do not guarantee exact delivery times.
5.3 The customer must ensure safe and reasonable access to the delivery location.
5.4 Risk in the goods passes to the customer upon delivery.
5.5 If delivery cannot be completed due to customer error or absence, additional delivery fees may apply.

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6. Food Allergies & Dietary Requirements
6.1 While we take reasonable care in preparing food, all products are prepared in kitchens that handle common allergens including nuts, dairy, eggs, gluten, seafood, and soy.
6.2 We cannot guarantee that any product is completely allergen-free.
6.3 Customers must notify us of dietary requirements or allergies at the time of ordering.
6.4 We accept no liability for allergic reactions where ingredients or cross-contamination risks have been disclosed or are reasonably foreseeable.

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7. Food Safety
7.1 Once delivered, it is the customer's responsibility to ensure food is stored and handled safely.

7.2 Perishable food should be refrigerated promptly and consumed within recommended timeframes.
7.3 We accept no responsibility for food quality or safety where products have not been stored or handled appropriately after delivery.

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8. Product Availability & Substitutions
8.1 We reserve the right to substitute ingredients or products where necessary due to supplier shortages or seasonal availability.
8.2 Any substitutions will be of equal or greater quality where reasonably possible.

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9. Limitation of Liability
9.1 To the maximum extent permitted by law, our liability is limited to the value of the goods supplied.
9.2 We are not liable for indirect, consequential, or incidental loss or damage, including loss of profits, business interruption, or third-party claims.
9.3 Nothing in these Terms excludes rights or guarantees that cannot be excluded under the Australian Consumer Law.

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10. Force Majeure
10.1 We are not liable for failure or delay in performing our obligations where such failure or delay arises from events beyond our reasonable control, including but not limited to:

- Natural disasters;
- Extreme weather;
- Power outages;
- Supply shortages;
- Government restrictions;
- Transport disruptions.

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11. Intellectual Property
11.1 All menus, photographs, branding, logos, and website content remain the property of the Fannie Bay Bakery and may not be reproduced without permission.

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12. Governing Law
12.1 These Terms and Conditions are governed by the laws of the Northern Territory of Australia.
12.2 Any disputes arising from these Terms shall be subject to the jurisdiction of the courts of the Northern Territory.