



terms and conditions

these terms and conditions apply to the website www.wagamamatakeout.com.au (the "site"). please read this statement carefully. if you do not wish to be bound by these terms and conditions then you should not access this site. access of this site by you shall be deemed to be your acceptance of these terms and conditions

product terms and conditions

in these product terms and conditions ("conditions") the following words and expressions shall have the following meanings;

- the customer, you, your: means you, the customer, who buys the products from wagamama;
- wagamama, our and we: means wagamama limited;
- products: means the products supplied by wagamama to the customer;
- web site: means the web site www.wagamamatakeout.com

1 order and acceptance

these conditions apply to all orders for the supply of products by wagamama to the customer. all orders for the products shall be deemed to be an offer by the customer to purchase the products in accordance with these conditions the acceptance of orders for the products shall be at the entire discretion of wagamama. our acceptance of an order occurs when you receive an on-screen message confirming your order has been placed at which point, your contract with wagamama is made and up until this point, we may decline to provide you with the goods without giving any reason you may not place any orders on our web site if you are 16 and under

2 products

any goods displayed or provided on this site are done so on an "if available" basis. unless stated in writing the prices quoted by wagamama on the web site are inclusive of gst the price of the products will be as quoted on the site at the time you confirm your order (by clicking the checkout button) subject only to any inadvertent technical mistake which we shall not be liable for. the price for your order shall be deducted from your account at the time your order is placed

3 transfer of property

risk in the products shall pass to the customer on collection the customer acknowledges that all intellectual property rights in the products do and shall continue to belong to wagamama and the customer agrees that it will not infringe any of wagamama's intellectual property rights

4 payment

online credit card payments are secure. you must to be the owner of the card you are using. on submitting your order details, you are making an offer to us to purchase the product(s) you have specified in your order form. we reserve the right to refuse your offer should it be necessary in the event of wagamama needing to issue a refund we will endeavour to credit your account within 7 - 10 working days

5 collection times

our goal is to maintain our excellent reputation for on-time collection. unfortunately things don't always go to plan, occasionally preventing us from achieving this



6 offers, promotions or discounts

offers, promotional or discounts cannot be used in conjunction with the website. you will be able to earn frequent noodler points using this website

7 consent

by submitting your information you consent to the use of that information as set out in the privacy policy statement

8 limitation of liability

to the fullest extent permitted by law, wagamama excludes all liability arising out of its supply of the products and in particular shall not be responsible for any loss or damage, arising directly or indirectly out of or in connection with delay beyond the estimated time of collection; any circumstances over which wagamama had no control of the consequences and which wagamama could not avoid by the exercise of reasonable care, or any indirect or unforeseeable loss suffered or incurred by the customer or others in any event, wagamama's liability to the customer will not exceed the total price charged for the relevant items nothing in these conditions shall affect the statutory rights of the customer hypertext links in this site will lead to websites which are not under the control of wagamama. wagamama accepts no responsibility or liability in respect of the material on any website which is not controlled by wagamama. wagamama has taken every care in the preparation in the content of this site. wagamama disclaims all warranties, express or implied, to the fullest extent permitted by law, as to the accuracy of all information contained herein these exclusions of liability shall not apply to any damages arising from death or personal injury caused by the fraud or negligence of wagamama

9 law

any contract to which these conditions apply (and these conditions) shall be governed by and construed in accordance with the laws of the state of new south wales and the customer submit to the exclusive jurisdiction of the courts of new south wales

10 trade marks & copyright

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wagamama and positive eating + positive living are the registered trade marks of wagamama ltd

contact us:

wagamama australia; suite b, level 3, 140 william st; east sydney; nsw; 2010; australia

email : feedback@wagamama.com.au

any variations to these conditions must be in writing, otherwise they will not be binding on either party