



Terms and Conditions, date of last update: 09 August 2020

Terms of use

These are the terms and conditions of Date Detour and our website (“**Site**”). The Site is owned and operated by CL Leung Kam & M Leung Kam - ABN 17 671 494 286 trading as Date Detour (“**we**”, “**us**”, “**our**” or “**Date Detour**”).

By accessing and using our services and Site, including when you make a purchase via this Site or directly with us, you agree to be bound by these terms. If you do not agree with these terms, please do not use our services.

We reserve our right to change these terms at any time, without notice to you. When we change these terms, we will also update the “Date of last update” at the top of these terms. You should check this page occasionally, including before each purchase made via this Site or directly with us, to ensure you are familiar with any changes.

Our offering

Our services include date planning, event planning, proposal planning and gift buying. You can purchase either our experiences or our gift buying services direct or through our Site, these may include an activity, food, beverages, transportation and accommodation (“**Experience**”).

Independent experience providers

We act as agent for businesses that provide lifestyle and recreational services to customers (“**Independent Service Providers**”). We do not provide these services, and are not responsible for any such services provided by the Independent Service Providers or any other third party. Independent Service Providers provide the service directly to customers and are responsible for the same. We make no warranty, representation or guarantee regarding the standard of any service to be provided to customers by Independent Service Providers. The services provided by Independent Service Providers are subject to their own terms and conditions, as well as these terms and conditions.

Experience descriptions and photographs

We obtain Experience descriptions from the Independent Experiences Providers. Whilst we do our best to ensure these descriptions are accurate and up-to-date, we cannot guarantee this and the content or format of some Experiences may change from time to time. We may also use photographs on our Site to illustrate the Experiences provided by the Independent Services Providers. These photographs are used as an indication only of the Experience that you may have.

Experience locations

Independent Experience Providers are located at throughout Australia’s best locations. Please take note of the locations of Experiences when booking, as we do not refund, exchange or cancel for errors when booking.

Restrictions on Experience usage

Certain Experiences may be subject to minimum age, weight, height, health and other restrictions. These restrictions (if any) will be outlined in the relevant Experience description. Please read this information carefully. It is your responsibility to understand any restrictions prior to booking. We do not refund, exchange or cancel any Experiences that have been incorrectly purchased. If you are forced to cancel or forfeit an Experience due to restrictions, you may be liable for charges to the Independent Service Provider.

Prices and payment

Our prices are notified in Australian dollars on the Site and direct. Taxes may also be charged in respect of our prices. At any time, and in our sole discretion, we reserve our right to establish, remove or revise our prices. We will notify you of any changes by publishing the same on the Site or communicating directly. For bespoke personalised experiences including proposal planning, we require a 20% non-refundable deposit at the time of booking. With the remaining 80% due 1 month prior to fully confirm your booking. Mystery date experiences and gift buying require full payment at time of booking.

Prices are payable by credit/debit card, bank transfer and our chosen payment gateway, or any other means reasonably determined by us from time to time. We may charge a transaction fee to recover the costs we incur for card payments and our payment gateway. If these fees apply to you, the transaction fee charged will be clearly displaced to you at the time of your purchase.

Purchaser information

When completing the booking process on our Site, it is your responsibility to ensure you enter your email address and other contact details correctly. Your failure to do so may result in loss or incorrect delivery of the email confirmation of your Experience.

Booking acceptance

Bookings are not finalised until you have received a confirmation email from us. This confirmation email will contain all information you will require to enjoy your Experience.

Refunds, exchanges and cancellations

We do not allow refunds and/or exchanges for change of mind, or if you (or the person you decide to take with you on your Experience) do not enjoy yourself.

If you cancel your booking, after it has been made, you may incur a penalty with the Independent Experience Provider. Independent Experience Providers may have their own cancellation policies and you must abide by these. If, for any reason (including bad weather), an Independent Experience Provider needs to cancel an Experience, you will be notified by the Independent Experience Provider as soon as possible to reschedule. We are not responsible for any loss or expense you may incur as a result of the Independent Experience Provider cancelling an Experience.

For weather dependent Experiences, we suggest you call the Independent Experience Provider (whose details will be sent to you together with the email confirmation of your booking) on the morning of your Experience if you have any doubt about weather suitability.

Complaints and/or problems during your date

Any complaints and/or problems on the date of your Experience should be brought to the Independent Experience Provider's attention as soon as possible so that, where possible, these issues may be addressed on the spot.

Insurance

Some of the Experiences that we may promote as agent for Independent Service Providers may be considered dangerous. You should be aware of the risks involved being booking and/or participating in any Experience. If in doubt, please ask us for further information. Independent Experience Providers maintain their own appropriate public liability insurance. We make no warranty, representation or guarantee about this whatsoever. It is up to you to make your own inquiries with the Independent Experience Providers or other third parties as to the need (if any) to acquire your own insurance cover.

Customer reviews

You may post your own personal reviews of product usage so long as the content is not illegal, obscene, threatening, defamatory, invasive of privacy, infringing of intellectual property rights, or otherwise injurious to third parties or objectionable and does not consist of or contain software viruses, political campaigning, commercial solicitation, chain letters, mass mailings, or any form of “spam”. You may not use a false e-mail address, impersonate any person or entity, or otherwise mislead as to the origin of the content. We reserve the right to remove or edit such content. We have the right but are not obligated to monitor and edit or remove any review.

Any reviews (including your display name) submitted shall be and remain our property and we shall have the unrestricted, worldwide right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform and display such material and information (in whole or part) worldwide and/or incorporate it in other works in any form, media, or technology. You also warrant that any “moral rights” in posted reviews have been waived.

Intellectual property rights

Unless otherwise stated, we are the owner of the copyright, trademark and other proprietary rights in the Site and its content.

You are permitted to use the Site, and download and print extracts from the Site, for personal use only. Any other use, copying or reproduction of the Site, or any part of the Site, is prohibited.

Links

The Site may provide links to other websites. This is done for your convenience only. We take no responsibility for the accuracy or currency of the information on those sites. We do not endorse any information, goods or services referred to within those sites, and our provision of these links should not be taken as an endorsement.

Marketing

From time to time, we may communicate with you via email or other communications about products, promotions and offers that may be of interest to you.

Disclaimer of warranties and liability

If you choose to use the Site, you do so at your own risk. We make no representation that anything offered through the Site (including our product) is available for use in other locations, or that it complies with laws and regulations of other locations. We make no warranty that the Site will meet your requirements or be available on an interrupted, secure or error-free basis. We make no warranty regarding accuracy, timeliness, truthfulness, completeness of reliability of any content obtained through the Site.

To the fullest extent permitted by law, we disclaim all other warranties of any kind, either express or implied, including, but not limited to, any implied warranties of merchantability or fitness for a particular purpose, with respect to products listed or purchased on or through the Site. We are not responsible for the person that you choose to take with you on your Experience.

Notwithstanding anything to the contrary, we disclaim all liability for product defect or failure, claims that are due to normal wear, product misuse, abuse, product modification, improper product selection, non-compliance with any codes, or misapplication.

Limitation of liability

We are not liable to you on any basis (including negligence) for any loss or damage (howsoever) occasioned by any Independent Experience Provider or third party. Where our liability to you cannot be excluded, our maximum total liability to you is limited to the price paid for the Experience purchased.

Severability

If any part of these terms is held to be illegal, invalid or unenforceable by a Court of law, the legality, validity and enforceability of the remaining parts will not be affected.

Waiver

Any failure or delay by us to enforce any provision of these terms will not be interpreted as a waiver of our rights or remedies.

Termination

These terms are effective until terminated by us, which we may do at any time and without prior notice to you. Any rights or obligations that have accrued up to and including the date of termination will survive.

Applicable law

These terms, and all related matters, shall be governed and interpreted by the laws of New South Wales and Australia. Any dispute under these terms shall be subject to the exclusive jurisdiction of the Courts of New South Wales and Australia.

Privacy policy

We are committed to protecting your personal information. Please refer to our Privacy Policy below which describes how we collect and manage your personal information. By agreeing to and accepting these terms, you also agree to and accept the terms of our Privacy Policy.

Privacy Policy

Date of last update: 09 August 2020

This is the Privacy Policy of Date Detour ("**we**", "**us**" and when relating to us, "**our**").

We are committed to protecting the privacy of our contacts, customers, suppliers and employees ("**you**" and when relating to you, "**your**") and complying with the Australian Privacy Principles set out in the *Privacy Act 1988* (Cth) (**Privacy Act**).

In this policy, we describe how we manage your personal information.

1. The kinds of personal information we collect

The kinds of personal information that we collect include:

- (a) contact details such as name, role or position, address, email address, mobile number and landline number;
- (b) confidential information including bank account and credit card details. We will not release this information unless we have your express consent to do so;
- (c) your individual preferences, and opinions;
- (d) how you were referred to or became aware of us;
- (e) if you are an Independent Experience Provider, information about your business, skills, services, products and prices;
- (f) if you are an employee or prospective employee, information about your qualifications, skills and work experience; and

- (g) when you use certain features of the Site, we may receive, store and process different types of information about your location such as IP address, post code and more specific information such as GPS based functionality on mobile devices used to access the Site.

2. How we collect personal information

- 2.1 We collect personal information by various means including through:
 - (a) our website. We may use 'cookies' on our website. Cookies are an industry standard and most major websites use them. A cookie is a small text file that our website may place on your computer as a tool to remember your preferences. You may refuse the use of cookies by selecting the appropriate settings on your browser;
 - (b) use of social media e.g. Facebook and Instagram etc;
 - (c) orders for Experiences;
 - (d) Independent Service Providers;
 - (e) requests for brochures, to join a mailing list or to be contacted for further information about our Experiences;
 - (f) Google Analytics;
 - (g) provision of customer service and support;
 - (h) responses to surveys or research undertaken by us or on our behalf; or
 - (i) entries into competitions or promotions conducted by us or on our behalf.
- 2.2 Where practicable we collect personal information about you directly from you. However, we may also collect information about you from a third party.

3. The purposes for which we collect, hold, use and disclose personal information

- 3.1 We collect, hold, use and personal information in order to:
 - (a) contact and communicate with you;
 - (b) complete transactions with you;
 - (c) to direct market to you, with your permission;
 - (d) to understand and analyse our sales, and your needs and preferences;
 - (e) to develop, enhance, market and provide products that meet your needs;
 - (f) to improve our services; and
 - (g) to respond to requests or complaints.

4. The parties to whom your personal information is disclosed

- 4.1 Subject to our confidentiality obligations, we may share some relevant personal information with:
 - (a) our marketing providers for the purposes of providing you our newsletter, invitations, information and offers;
 - (b) Independent Service Providers who provide the Experiences to you; and
 - (c) other third-party service providers who assist us with archival, auditing, accounting, legal, business consulting, website or technology services.
- 4.2 We also will disclose your information if required by law to do so, or in circumstances permitted by the Privacy Act.

5. Disclosure of information outside the jurisdiction of collection

- 5.1 We do not disclose personal information to overseas recipients.

6. Opting out of marketing communications

- 6.1 We may, from time to time, send you newsletters, invitations, information and offers about our services. You can opt out of receiving further such communications by clicking the "unsubscribe" option at the bottom of any marketing e-mail received from us.

7. Security

- 7.1 We take reasonable physical, technical and administrative safeguards to protect your personal information from misuse, interference, loss, and unauthorised access, modification and disclosure.

8. Access/correction/updating personal information

- 8.1 You can contact us to access, correct or update your personal information. Unless we are subject to confidentiality obligation or some other restriction on giving access to the information and we are permitted to refuse you access under the Privacy Act, we will endeavour to make your information available to you within 30 days.
- 8.2 If you request to correct your personal information, we will correct, or, if we consider more appropriate, note your request for amendment of the information on your record.
- 8.3 We will not charge you to make a request to access your record but we may charge you to actually provide access depending on the costs associated with obtaining and providing the material.
- 8.4 These actions can usually be taken by contacting us using the contact information on the "Contact Us" section below.

9. Notification of Changes

- 9.1 We may, from time to time and in our sole discretion, change, make additions or deletions to this Policy. Your continued use of our Site following any amendments indicates that you accept the amendments. You should check this Policy regularly, prior to providing any personal information, to ensure you are aware of any changes, and only proceed to provide personal information, if you accept the new Policy.

10. Complaints / Contact us

- 10.1 If you believe that we have breached the Australian Privacy Principles and wish to make a complaint, a complaint may be made to us by sending it to us by email to cindy@datedetour.com.au

We will endeavour to respond to any complaint within 30 days. If you are not satisfied with our response to your complaint you may seek a review by contacting the Office of the Australian Information Commissioner using the information available at <http://www.oaic.gov.au/privacy/privacy-complaints>.