



School Canteen Transformation DIY- Terms and Conditions

Definitions

In this document:

Agreement means the agreement comprising these Terms and Conditions of Supply, any schedules or attachments, and the Details Form.

Approvals means all necessary approvals, consents, permissions and licences (and any condition or requirement under them) of any relevant authority, which must be obtained and maintained in order to operate the Canteen and/ or receive the Services.

Canteen means the canteen at the Participant School as specified in the Details Form.

Developed IP means any Intellectual Property Rights discovered, created or developed by SFP in the course of performing this Agreement.

Resources or Material means all documentation which SFP provides to Participant pursuant to this Agreement, including the SFP Canteen Transformation Kit, SFP training materials and any other information, recommendations, reports, specifications, schedules, designs or plans.

GST means the goods and services tax as defined in the A New Tax System (Goods and Services Tax) Act 1999 (Cth), or any other like tax imposed in Australia.

Intellectual Property Rights means all rights in or to any patents, copyright subject matter, databases, designs, utility models, trade marks (including rights in get up or trade dress), brand names, service marks, trade names, eligible layouts, chip topography and all other rights of a proprietary nature in or to the results of intellectual activity in the industrial, commercial, scientific, literary or artistic fields, whether registrable or not, and wherever in the world.

Personnel means the employees, directors, officers, agents, advisers and contractors of a party.

Price means the price payable by Participant for the selected Services Model as set out in the Details Form.

School means the education institution as specified in the purchase form who owns the canteen being transformed or started by this agreement.

SFP Intellectual Property means:

(a) the Trade Marks, the Documentation and any other resources provided by SFP in the performance of the Services; and



(b) all Confidential Information of SFP necessary for, or which may be used in connection with, the provision of the Services.

Trade Marks means the names and marks THE SCHOOL FOOD PROJECT, S.F.P. and any and all logos or devices containing these names and marks.

Payment terms and course delivery:

- Payment of the full price is required before obtaining access to the learning materials.
- A unique password will be sent to you once payment has been received. Use this password in the client login page of our website and download the learning material.
- The material has been created in Microsoft Office and the formats used are most commonly: Word, PPT, Excel and PDF. Having the necessary software to open the files is the user's responsibility.
- All files are view only as a reminder that you need to download them before making any edits.

License agreements:

- Your access to the resources is limited to three users, all of which must be authorised representatives of the same school.
- Your license is non-transferrable and valid for three years from the time of purchase.

Intellectual property rights:

- All School Canteen Transformation content and methodology remains the property of The School Food Project, and you will not share, send, adapt or use the School Canteen Transformation content or methodology in any way other than its intended purpose.
- Unauthorised distribution, copying and modification of the course material is not permitted.

Privacy policy:

- As a not-for-profit entity, The School Food Project will continuously apply learning to improve the platform for future schools, and to further the work of The School Food Project and will not use any information generated for commercial purposes.
- The school Food project will never share your information with third parties, except for de-identified survey answers for the purpose of evaluating our course materials.

Liability:



- Schools are responsible for ensuring their kitchen is equipped with the right tools to produce a fresh food menu, and their staff has the necessary experience and skills required to do this safely.
- The school takes full responsibility for adhering to all approvals and compliance requirements of serving fresh food in a school canteen and the "School Food Project" is not liable for losses, fines, damages, injuries or business closures arising from failure to comply with canteen regulations, either mentioned in the resources or not.

Disclaimers:

- This material has been created in good will, and it is not a guarantee of financial success. The School Food Project is not responsible for any financial losses incurred by following the advice provided.
- The School Food Project is not responsible for any foodborne illnesses, allergic reactions, or other health-related issues that may result from following this methodology. Always practice safe food handling and check for allergens.
- The School Food Project is not liable for any damage to equipment or personal injury resulting from the preparation of recipes in this resource. Always follow manufacturer guidelines and use kitchen tools safely.