

Terms and Conditions

1 Definitions

Agreement means these terms and conditions, the Booking Confirmation Sheet and any Tax Invoice attached hereto.

Caterer is Bundaberg Party Hire & Spit Roast Catering.

Equipment means all catering equipment owned by Bundaberg Party Hire and Spit Roast Catering.

Function Date means the date specified on the Booking Confirmation Sheet on which the Services of the Caterer will be rendered to the Hirer.

Function Premises means the premises at which the Hirer's function is to be located and where the Caterer will render the Services to the Hirer on the Function Date.

Hirer is the party obtaining the Caterer's services and includes an agent of the Hirer.

Services means any services offered by the Caterer including catering and any services ancillary thereto.

2 Hire of Services

2.1 The Hirer agrees to hire the Services as specified in the Booking Confirmation Sheet.

2.2 The hiring of the Services will commence on the Function Date as specified in the Booking Confirmation Sheet.

3 Payment Terms

3.1 The Hirer agrees to pay the Caterer the Catering Fee which will be calculated and invoiced to the Hirer upon confirmation of final numbers in accordance with clause 4.1.

3.2 Payment must be made by Cash, Cheque or EFTPOS. Credit Card transactions incur a 2% Fee. If EFT is used then the Hirer must advise the Caterer of confirmation of the transfer receipt prior to the Equipment being delivered.

3.3 In addition to the Hire Fee the Caterer requires a Non refundable Deposit for the sum listed in the Booking Confirmation Sheet to be paid. The Booking Deposit is to be held by the

Caterer and the Hirer hereby irrevocably authorises the Caterer to apply the deposit against any amounts payable by the Hirer under this Agreement.

3.4 The Hirer's Function Date will not be confirmed or secured until payment of the Security deposit to the Caterer.

3.5 The Hirer agrees to pay to the Caterer any additional costs where the amount of any liability under this Agreement or any damage to Equipment is estimated by the Caterer to be in excess of the Security Deposit charged.

3.6 Any portion of the security deposit not applied will be refunded within ten (10) days of the return of the Function Date.

4 Final Numbers

4.1 Final numbers for the Hirer's function must be advised no later than 10 business days prior to the function, from which an invoice will be generated for the balance monies owing. Once the balance owing is paid the Hirer's booking will be confirmed.

4.2 The balance must be received as cleared funds in the Caterer's account no less than 4 days prior to the Function Date as final supplies and staff must be arranged at that time. This means that for a Saturday function, an internet banking deposit must be made no later than 5pm on the preceding Monday so it arrives in our account on the Tuesday. Where final payment has not been received, the Caterer reserves the right to cancel any booking without notice.

5 Number Increases and Decreases

5.1 Numbers can be increased during the last week prior to a function where there is no hiring of equipment involved but not decreased.

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6.1 If through circumstances beyond the control of the Caterer, the Caterer is unable to provide the Services, then the Caterer may:

- a) Make changes to the Services provided that end performance is not materially prejudiced; or
- b) Cancel any order (even if it has already been accepted) by notice in writing.

6.2 The Hirer may cancel an order but may forfeit any Hire Fees paid as follows:

- a) If booking is cancelled more than 6 weeks before the Function Date, the Caterer will make a full refund of the Hire Fees paid minus the 20% Deposit paid to the caterer under clause 3.3

6.3 If the booking is cancelled less than 6 weeks prior to the Function Date the Hirer will forfeit 50% of the total fee.

6.4 Catering Services cancelled within less than 24 hours notice will result in a cancellation fee of 100% of the catering order.

7 Public Holidays

7.1 A 20% surcharge is applicable to the total account for Sundays, public holidays and New Years Eve.

8 Prices and Product Availability

8.1 Prices quoted are subject to change without notice, based on increases in cost prices from suppliers, fuel, changes to government legislation regarding taxation and changes to business etc. However, once prices are confirmed within 12 weeks of the Function Date by the Caterer, they will remain fixed at that confirmed price. All prices are GST inclusive.

8.2 The Caterer will make every effort to provide the exact product ordered, however, product availability and/or product quality

Cancellations

If through circumstances beyond the control of the Caterer, the Caterer is unable to provide the Services, then the Caterer may:

- a) Make changes to the Services provided that end performance is not materially prejudiced; or
- b) Cancel any order (even if it has already been accepted) by notice in writing.

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The Caterer will make every effort to provide the exact product ordered, however, product availability and/or product quality

may affect this at times and therefore the Caterer does not guarantee that the Hirer's order will be exactly as specified.

Where possible the Caterer will notify the Hirer in advance of any necessary menu substitutions.

9 Food on Time

9.1 Although the Caterer allows extra time to get to every function to cover small incidents that occur from time to time on the way to a function, the Caterer is not responsible for major incidents, which prevent them from arriving on time, which are beyond their control. (E.g. an accident on major road). The Caterer on the day will communicate with the Hirer as long as the Hirer provides accurate on-the-day contact.

10 Rubbish Removal and Clean Up

10.1 Rubbish will be collected and taken away from the Function Premises if required. It is the Hirer's responsibility to check all appliances before the Caterer leaves and to communicate with the Caterer any special requests before they leave the Function Premises on the Function Date. The Hirer must promptly notify the Caterer of any equipment left at the Function Premises.

11 Safety & Hygiene

11.1 It is the Hirer's responsibility to ensure children and guests are kept away from any hot or potentially dangerous equipment. Pets and other animals must be prevented from entering any area where food is being prepared or served to meet food hygiene and safety requirements. The Caterer does not take any responsibility for any damage to property or persons caused by non-compliance with this clause.

12 Hirer's warranties

12.1 The Hirer warrants that:

	i)	The particulars in this Agreement are correct in every respect and are not misleading in any way including, without limitation, by omission;		(including without limitation all legal costs and expenses) incurred by the Caterer by enforcing compliance with this Agreement;		liability of the Caterer pursuant to any warranty, which cannot be excluded by law, will not exceed either the cost of repairing the Equipment or the cost of re-supplying the Services, at the discretion of the Caterer.	19.1	This Agreement is governed by the laws of the State or Territory where this Agreement is made and each party submits to the exclusive jurisdiction of the Court of that State or Territory.
	ii)	The Services and Equipment will not be used for any illegal purpose;		iv) charge the Hirer for the cost of repairing or replacing any lost, damaged or destroyed Equipment;	16	Insurance		
	iii)	The Hirer will not, without prior written consent the Caterer, tamper with, repair, or modify the Equipment in any way, or permit another to do so;		v) Charge the Hirer for subsequent lost profit as a result of the Equipment being lost, damaged or destroyed until the Equipment is repaired or replaced;	16.1	The Caterer will maintain current insurance policies in respect of the Equipment to its full insurable value.		
	iv)	The Caterer agrees that the Services comply with their description, and are fit for the Hirer's purpose.		vi) Claim damages from the Hirer for breach of this Agreement; and/or	17	Disclaimer		
13		Breakages and Loss		vii) Cease or suspend supply of any further Equipment and/or Services to the Hirer.	17.1	To the extent permitted by law the Caterer disclaims all liability for and does not give warranties to the Hirer as to the condition of the Equipment.		
13.1		The Hirer is responsible for any costs associated with loss, theft, damage or breakages of the Caterer's Equipment on loan and in use at functions. This includes the removal of Equipment from the Function Premises. Loss, theft, damages and breakages will be chargeable to the Hirer for their full replacement value.		viii) If the services of a debt collection agency are obtained by the Caterer, the Hirer must pay the cost of the debt collection agency and a 15% surcharge in addition to any liability under this Agreement.	17.2	Miscellaneous		
						The Hirer agrees to ensure that any site specified in this Agreement, will be clear of obstructions to allow the Caterer to erect, install or place the Equipment on the site and render the required Services.		
					17.3	Any items or objects that are required, or requested by the Hirer, to be moved, are done so without any liability to Caterer.		
					17.4	The Caterer may seek additional payment for any unreasonable delay incurred while waiting for the specified area to be cleared.		
14		Termination and Default				The Caterer accepts no liability to the loss or financial penalty, if due to adverse weather conditions, Equipment installation or collection is considered hazardous.		
14.1		If the Hirer:						
	a)	Breaches any term;	15	Indemnity				
	b)	Becomes bankrupt or insolvent, then the Caterer may, without prejudice to any other remedy available to it:	15.1	To the full extent permitted by law the Hirer releases, discharges and indemnifies the Caterer from all claims and demands on the Caterer arising out of or in connection to the provision of Services by the Caterer at the Function Premises.	18	Severance		
	i)	Require immediate payment of all monies owed by the Hirer to the Caterer;			18.1	If any provision of this Agreement is wholly or partly invalid, unenforceable, illegal, void or voidable, this Agreement must be construed as if that provision or part provision had been severed from this Agreement and the parties remain bound by all of the provisions and part provisions remaining after severance.		
	ii)	Charge interest at the cash rate of the Caterer's bank until the date of payment in full;	15.2	Without limiting clause 15.1 of this Agreement, the Hirer agrees that to the full extent permitted by law, no warranties are given by the Caterer in respect of the Equipment or Services. Any				
	iii)	Charge the Hirer for all costs and expenses			19	Governing Law		