

# TERMS AND CONDITIONS

## CREATIVE CATERING PERTH

### 1. DEFINITIONS AND INTERPRETATIONS

#### 1.1 Definitions

In these Terms:

“**Company**” means Creative Catering Perth.

“**Customer**” means the purchaser of goods and/or services from us.

“**Price**” means our fixed and published price or the amount agreed between us or the amount established by a course of dealing between us. The price unless otherwise agreed does not include delivery costs.

“**Terms**” means these terms and conditions.

“**We, ours, us etc.**” means Creative Catering Perth.

“**You, yours etc.**” means the Customer.

#### 1.2 Interpretations

- a) Where the context requires, the singular includes the plural and vice versa.
- b) Headings are for ease of reference only and are not to be used to interpret the terms.
- c) References to ‘\$’ herein are to Australian dollars.
- d) If the word “including” or “includes” is used, the words “without limitation” are deemed to follow immediately.
- e) Parties mean the parties to this Agreement incorporating these Terms.
- f) Person includes individuals, partnerships, groups, companies or any other legal entity.
- g) Where the context allows, references to a gender include the other genders, references to person include corporations and the singular includes the plural.

### 2. ACCEPTANCE AND VARIATION OF TERMS

- a) These Terms apply to all transactions between us. Other documents relating to our transactions will include any specific terms and conditions.
- b) Payment of the required deposit and/or return of the signed booking confirmation form indicates your acceptance of and agreement to be bound by these Terms.

### 3. CONFIRMATION OF BOOKING

- a) A booking with us is only provisional until receipt by us of a signed booking form and non-refundable deposit equaling fifty (50) percent of the Price.
- b) We require a minimum of 48 hours’ notice for all bookings. Any booking with less than 48 hours’ notice may incur an additional fee.

### 4. PAYMENT AND PRICE

- a) Prices are determined at the time of order and, prior to payment of the deposit, are subject to change without notice.
- b) All prices quoted are inclusive of GST.
- c) Full payment of the Price is to be received by us at the latest 24 hours prior to the commencement of your function.
- d) Payment of any deposit and the Price can be made by Eftpos, cash, bank cheque or credit card (we do not accept AMEX or DINERS cards). Please note a 1.5% surcharge will be payable for all credit card payments.
- e) If you must make a payment or do any other thing on or by a day that is not a business day you must make the payment or do the thing on or by the next business day.
- f) Unless otherwise agreed normally payment is a condition precedent to delivery of the goods and/or provision of the services.
- g) By accepting payment of any sum after its due date we do not waive our right either to require payments as they fall due or to suspend or end our arrangements.

### 5. DELIVERY COSTS

- a) Our delivery fees range from \$30.00 to \$90.00 within the Perth Metropolitan area calculated depending on the distance travelled from our office in Wangara. This cost will be quoted at the time of booking.
- b) Surcharges may apply for deliveries outside of the usual business hours of 7:00am - 8:00pm for each day of the week. If you request, this cost will be quoted at the time of booking.

### 6. EQUIPMENT

You are wholly responsible for all equipment hired from us from the time of delivery of the equipment until collection by us. Any breakages, loss or damage will be charged to you at full replacement cost. Further details of this equipment policy are set out in the hire equipment booking form.

### 7. STAFF COSTS

If required we can provide staff to serve and assist at your function. Staff are charged to you at a minimum of 3 hours per staff member. Any extra hours worked will be charged at an hourly rate and invoiced to you after the function.

### 8. TIME FRAMES

We will endeavour to meet all agreed time frames, however, we cannot be held responsible for delays in circumstances beyond our control. We will communicate any anticipated delays in a timely and professional manner.

### 9. RESPONSIBLE SERVICE OF ALCOHOL

In the event that we provide bar staff as part of your booking, we reserve the right to refuse alcohol service to any unruly or intoxicated patrons.

### 10. TASTINGS

Tastings incur a fee of \$45 plus the cost of the dishes you wish to taste. There is a maximum number of 8 items per tasting.

### 11. DIETARY REQUIREMENTS

- a) We understand the importance of catering for dietary needs. Our menu has vegetarian and gluten free options. Please notify us of any dietary requirements or food allergies at the time of booking.
- b) Our kitchen and equipment used within may contain traces of nut, egg, dairy, gluten and other known allergens. Whilst we will make its best efforts to meet dietary requirements and avoid cross contamination by any allergens, we will not accept responsibility or liability for an adverse reaction to our food by any guest.

## **12. MENU CHANGES**

Small substitutions may be made to seasonal menu items if a particular product is unavailable.

## **13. FINAL CONFIRMATION OF NUMBERS**

Menu's, final numbers, dietary requirements and staff and hours required for functions are to be confirmed in writing by you to us 7 days prior the function. If the final numbers decrease or requirement changes after confirmation has been made we reserve the right to charge at your confirmed numbers and staff requests.

## **14. CANCELLATION**

Staffed functions which are cancelled less than 48 hours prior to the function will incur a fee of 100% of the Price. Delivery/pick up bookings which are cancelled with less than 48 hours' notice may incur a fee of up to 100% of the Price (to be determined at our discretion).

## **15. COST RECOVERY**

Any expenses, costs or disbursements incurred by us in recovering any outstanding monies owing by you including debt collection fees and solicitors costs shall be paid by you providing that those fees do not exceed the scale charges as charged by that debt collection agency or solicitor plus any out of pocket expenses.

## **16. DEFAULT**

- a) You will be in default if you do not pay us when money is due for payment or fail to comply with any other obligation under our business arrangements.
- b) If you are in default under our agreement we may send you a default notice. The notice will tell you what the default is and what you are required to do to correct the default. You will have 14 business days to rectify the default.
- c) If you do not comply with the default notice you become immediately liable to pay us all money owing with interest on that amount from the due date until payment at the rate of 15% per annum.
- d) You also agree to indemnify us against any losses resulting from the default.
- e) You agree to sign documents or do all things necessary to perfect our rights under the agreement and appoint us as your attorney to sign any document or do anything that may reasonably be required to enforce our rights on default.

## **17. REPRESENTATIONS AND WARRANTIES**

You represent and warrant to us that all information and representations that you, or any person acting on your behalf has given in connection with our transactions are true and correct and that you have not failed to disclose to us anything relevant to our decision to have dealings with you and that no court proceedings or dispute is current that may have an adverse effect on performing your obligations under this agreement.

## **18. INDEMNITY**

You shall keep us indemnified against all costs, claims, demands, expenses and liabilities of whatsoever nature, including, without prejudice to the generality of the foregoing, claims of death, personal injury, damage to property and consequential loss (including loss of profit) which may be made against you or which you may sustain, pay or incur as a result of or in connection with the goods or services provided by us unless such costs, claim, demand, expense or liability shall be directly and solely attributable to any negligence by us.

## **19. LIMITATION OF LIABILITY**

Notwithstanding anything else in these Terms, and to the extent permissible by law, our aggregate liability arising out of the performance or non-performance of our services whether under the law of contract, tort, statute or otherwise, shall be limited to the price paid to us by you for the item(s) giving rise to the claim.

## **20. FORCE MAJEURE**

- a) We shall not be under any liability whatsoever for the consequences of any failure on its part to perform or delay in performing any obligation under the arrangement with you when due, whilst and to the extent that such failure or delay is due directly or indirectly to any event of force majeure. Without limiting the generality of the foregoing, this includes any liability whatsoever for any delay in completion, delivery, dispatch, shipment or arrival of the goods or services. "Event of force majeure" includes any acts of God, war, riots, strikes, lock outs, trade disputes, fires, break downs, mechanical failures, interruptions of transport, Government action or any other cause whatsoever, whether or not of a like nature to those specified above, outside our reasonable control.
- b) If there is an event of force majeure, we will notify you of the event and the likely impact on its performance under the Terms and/or booking. If the event affects our capacity to complete our material obligations under the booking in a timely manner, we may by notice to you terminate the booking without any liability whatsoever on its part arising from such termination.

## **21. DISPUTE RESOLUTION**

- a) When a dispute arises between us you agree to comply with our dispute resolution process. To this end a party with a complaint against the other is first required to notify the other of the dispute by giving written notice specifying the nature of the dispute, the outcome required and the action believed necessary under the circumstances that will assist both in settling the dispute.
- b) Each party will then in good faith attempt to resolve the dispute by negotiation, and if the dispute in some aspect involves payment of money, the party withholding payment is required immediately upon receipt of the notice to deposit the disputed amount into an escrow account with instructions pertaining to the release of funds. Undisputed amounts must be paid forthwith.

## **22. SEVERABILITY**

Any provision of these Terms which is invalid or unenforceable in any jurisdiction is to be read down for the purpose of that jurisdiction, if possible, so as to be valid and enforceable, and otherwise must be severed to the extent of the invalidity or unenforceability, without affecting the remaining provisions of this agreement or affecting the validity or enforceability of that provision in any other jurisdiction.

## **23. GOVERNING LAW**

These Terms and any other agreement between us and you will be governed by the law of Western Australia and the parties submit to the courts of Western Australia in respect of any dispute arising.

## **24. NOTICES**

Notices must be in writing and be given personally by Express or Registered Post with delivery confirmation or by facsimile transmission or email with receipt confirmation.