

the social platter co.

TERMS AND CONDITIONS

Because we want to be sure that your event is successful and all your expectations for it are met, it is important that we (the "Caterer") set out the terms and conditions on which we will provide our services to you (the "Customer").

The initial quote or online order is based on each customer's initial instructions to us. If these alter after the initial quotation or online order a new estimate maybe submitted.

1. CONFIRMATION OF EVENT REQUIREMENTS

All of the Customer's requirements for the event including food and beverage requirements, event times, venue set ups, and the number of guests attending must be received by the Caterer no later than seven (7) days prior to the event. All online order details must be provided on the order.

CONFIRMATION OF GUEST NUMBERS

The Customer must confirm to the Caterer a guaranteed minimum number of guests attending the event no later than COB on the day which is seven (7) days prior to the event.

The Caterer reserves the right to charge to the Customer's account all catering, liquor, refreshments, equipment, and outdoor entertainment on the basis of this guaranteed minimum number of guests, regardless of whether or not the guaranteed minimum number of guests actually attends the event. By agreement between the Caterer and the Customer, the number of guests attending the event may be increased up to 24 hours prior to the event, and any such agreed increase in guest numbers will be charged for and paid by the Customer accordingly.

2. PAYMENT

Unless otherwise agreed between the Caterer and the Customer in writing:

- Payments will be accepted by way of cash, cheque, or direct credit into the Caterer's bank account (please include customer number reference and name)
- All online orders are processed via our online ordering system STRIPE. Any information regarding this payment method can be obtained by visiting the website stripe.com.
- Where the Customer wishes to pay by credit card manually a 3% surcharge is added;
- Unless otherwise agreed by the Caterer, the terms of payment are as follows:
- A booking fee determine by the Caterer is payable by the Customer to the Caterer to secure your date; and
- The final invoice must be paid no later than two (2) days prior to the event; and, if payment is not made in accordance with these terms, the Caterer reserves the right to cancel the event upon giving two (2) working days notice in writing.

Unless otherwise stated, all pricing is exclusive of Goods and Services Tax (GST) and this will be applied on the final invoice; except when orders are placed online then GST is already applied.

4. CANCELLATIONS

If the Customer cancels the event for any reason, then the following conditions apply:

- Notice of cancellation must be given to the Caterer in writing;
- The booking fee is non-refundable if the event is cancelled for any reason.
- If the cancellation notice is given less than two (2) weeks prior to the event, the Customer will incur a cancellation fee equal to 20% of the total estimated costs of the event, of which the booking fee will form part; Online orders will receive an 80% refund; or the Customer can choose to hold this as a credit and use at another time agreed with by the Caterer.
- If the cancellation notice is given less than one (1) week prior to the event, the Customer will incur a cancellation fee equal to 50% of the total estimated costs of the event, of which the deposit will form part; Online orders will receive a 50% refund; or the Customer can choose to hold this as a credit and use at another time agreed with by the Caterer.
- If any form of entertainment or outside services has been booked by the Caterer for the event, a full charge for these services will be incurred by the Customer, at the discretion of the Caterer.

the social platter co.

5. CARE OF VENUE

The Customer will take good care of and will not cause or allow any damage to be done to any place where the event is held ("venue"), or to any part or parts of such venue, or to any fittings, equipment, or

other property at the venue, and the Customer will make good and pay for any damage whatsoever (including accidental damage), which is caused by any act or default or neglect of the Customer or by any of the Customer's guests, or by any person attending the venue by reason of its use by the Customer for the event.

Unless otherwise agreed by the Caterer, the Customer will be responsible for cleaning the venue at the end of the event and returning the venue to the condition it was in at the commencement of any hire or other arrangement.

6. CATERER'S LIABILITY

Under no circumstances whatsoever will the Caterer accept responsibility or be liable for any damage or loss:

- of or to any property, goods, articles or things placed, deposited, brought into or left at any venue, either by the Customer, the Customer's guests or by any person attending the venue by reason of its use by the Customer for the event;
- which is incurred or suffered by the Customer because the Caterer is unable to perform its obligations under this Agreement by reason of any act of God, fire, storm, breakdown of machinery, failure of electricity supply, water leaks, operation of law or any other cause beyond the control of the Caterer, or which may cause the venue to be temporarily closed or the use of the venue by the Customer to be interrupted or cancelled.

7. CUSTOMER'S LIABILITY

The Customer will be liable for and will indemnify and keep indemnified the Caterer from and against any and all loss or damage incurred by the Caterer (other than fair wear and tear) which is a direct result of any unlawful, negligent or other act of the Customer, or the Customer's guests attending the event, or any other person attending the venue by reason of its use by the Customer for the event.

8. AGREEMENT

The terms of this Agreement as set out above are hereby accepted by the Customer and the Caterer. By paying confirming your catering you are deemed to have read and understood these.