

Catering Terms and Conditions

Essential Catering & Events wants your function to be a success. We know the best way to achieve success is to formulate a strong, honest and open relationship with you, the event organiser. A relationship where communication is clear and expectations from both sides are understood from the beginning.

Essential Catering & Events services are hired under the terms and conditions set out below and as described in relevant venue documentation. The payment by any person of any fees and charges for such services and venue facilities shall be deemed to be an acknowledgment and acceptance by such person of these conditions.

- **Quotation**

Once you have discussed your brief, Essential Catering & Events team will develop a quotation for you based on your individual requirements. This written quotation will remain valid for 30 days from date of issue. In the instance that the event brief alters, we will review and reissue the quotation.

- **Prices**

While all attempts are made to maintain published prices, they may be subject to change at the discretion of Essential Catering & Events. If prices differ, the client will be informed before the event date. Prices quoted include GST unless otherwise specified.

- Children 12 years and under will receive a 25% discount off the adult rate. If the child is not eating then there will be no charge.

- **Confirmation of Booking**

Essential Catering & Events considers confirmation of the event upon receipt of these terms and conditions signed and accompanying payment of the requested deposit by the due date specified. Failure to adhere to this procedure may result in Essential Catering & Events being forced to cancel the event.

- **Payment Terms**

As many costs are incurred prior to the event date, Essential Catering & Events has the following payment terms:

- A deposit, based on a minimum of 30% of total quotation costs, is required to confirm your event (where venues are booked on your behalf, a larger deposit may be required).
- For Pre Approved Corporate clients (ABN applicable) full payment of all known costs is payable up to seven (7) days after your event date.
- For private clients full prepayment of all known costs is payable 10 full working days prior to the event date.
- Payment can be made by direct credit (EFT), company cheque, bank cheque or cash. All credit card transactions will incur a 1.5% surcharge as of 1st March 2017.
- Outstanding accounts may incur a charge of an additional 10% of the total invoice.
- Exceptions to this clause may occur in the instance where a venue cancellation fee applies. Venue cancellation fees will be the responsibility of the client in the instance where Essential Catering & Events is unable to rebook for the previously agreed date.

- **Cancellation**

In the instance that you need to cancel your event, the following conditions will apply:

- All cancellations must be made in writing.

- If cancellation occurs more than 60 days prior to the event date, 100% of the deposit will be refunded. If cancellation occurs 21-60 days (inclusive) prior to the event date, 50% of the deposit will be refunded.
- If cancellation is received less than 21 days prior to the event date, the cancellation fee will consist of the total deposit and all non-refundable charges.
- Where circumstances beyond Essential Catering & Events control prevent Essential Catering & Events from fulfilling any obligations, Essential Catering & Events will be released from this agreement without penalty.

For **Healesville Amateur Racing Club (HARC) days** where the meet is cancelled by HARC, due to weather conditions.

- Less than 4 days (less than 96 hours) from midnight of the race day, full costs will be charged.
- If cancelled between 4-10 days of meet 40% of the total cost will be charged for the event.
- Cancellations 10 days before the meet, will incur a 10% charge of total costs.

For all cancellation at HARC due to weather conditions we will do our utmost to find an alternative venue for you to enjoy your day. This is not a guarantee and additional charges may be incurred.

- **Confirmation of Guest Numbers**

- To ensure maximum value and efficiency for you, Essential Catering & Events requires confirmation of final numbers attending your event at least 10 (ten) working days prior to the event date.
- If the confirmed number of guests increases Essential Catering & Events will endeavour to accommodate any requests at late notice, but are unable to give a guarantee.
- **Slippage Clause** – Essential Catering & Events reserves the right to requote on revised numbers. Should numbers reduce by 10% of the proposal.

- **Staff Charges where applicable**

- Should the event brief fall outside our minimum numbers or package costing, a service charge will apply. These charges will be calculated on an individual event basis.
- Events finishing past midnight will incur a service charge, charged per hour or part thereof. If additional staff are requested a charge may apply.
- Surcharges will apply for all events held on public holidays (15%), this surcharge is calculated on the total food and beverage spend.

- **Liquor Licence, Responsible Service of Alcohol & Disorderly Conduct**

- Essential Catering & Events has a Responsible Service of Alcohol Policy. It is illegal to serve alcoholic beverages to any person who is intoxicated or who may attempt to drive a vehicle, and as such Essential Catering & Events reserves the right to refuse service to such person and or request the departure from the premises. It is illegal also to serve beverage to any person less than eighteen years of age and Essential Catering & Events reserve the right to request suitable identification to this end.
- We at Essential Catering & Events will not permit or suffer any riotous, disorderly, offensive or improper conduct. Offenders will be asked to leave the event and may be escorted off the premises by a essential caterer representative or member of security personnel.
- Supply of liquor - This licence authorises the licensee to supply liquor for consumption at pre-booked functions only. The function must be held in an area of a premises that is set aside for the exclusive use of persons who have booked the function which is

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CATERING + EVENTS

attended only by those persons and their guests. This licence does not allow the supply or consumption of liquor at public events which are attended by the general public.

- **Damages**
 - Neither Essential Catering & Events nor any venue booked on behalf of the client shall be liable for any loss or damage sustained by the client or by any person, firm or corporation supplying any client. The client shall be responsible for the cost of making good any damage or loss caused to any venue booked on behalf of the client and Essential Catering & Events buildings, furniture, fittings and equipment arising out of and in the course of the client's events.
- **Charges post event**
 - Essential catering & Events prepares a banquet event order for every event that we are involved with, this does not include drop off catering. The event order outlines our arrival times and departure times and if the event runs over time through no fault of Essential Catering & Events we reserve the right to charge for additional costs that are incurred such as staffing fees. Staff fees are charged in hourly blocks or part thereof.
- **Indemnity**
 - The client uses and occupies any venue booked at their own risk. The client hereby indemnifies Essential Catering & Events and agrees to keep Essential Catering & Events indemnified against all actions, suits, proceedings, claims and demands, costs and expenses whatsoever which may be taken or made against Essential Catering & Events and/or incurred arising out of injury or damage to any person or property from or during the use of any venue.
- **Venue Specific Terms & Conditions**
 - In instances where Essential Catering & Events books venues on behalf of the client, the client is also bound by the venue Terms & Conditions.
- **Extreme Weather & Fire Danger Days**
 - In the event extreme weather is predicted, the client must make allowances and provision for the welfare of Essential Catering & Events employees. This may include such things as organising adequate shade and additional staff to allow for extra breaks. For events booked during the November to April period in fire prone areas, the client must provide an alternative venue option on Code Red days or the event will be cancelled. In the event of cancellation, the standard cancellation fees will apply

Payment of any fees and charges for Essential Catering & Events services and venue facilities shall be deemed to be an acknowledgment and acceptance of these conditions. A copy of the venue specific Terms & Conditions is available from Essential Catering & Events on request. By signing this form you acknowledge and accept the terms & conditions as set out.

Name: _____ (please print) Date of Event: _____

Signature: _____ Date: _____

Business Name: _____ (if applicable)

Authorised Position: _____ (if business)

Please fax to (03) 97615690 or email info@essentialcaterer.com.au