

# ART KITCHEN

## Terms & Conditions

### 1. DEFINITIONS AND INTERPRETATION

#### 1.1 Definitions

In these conditions, the following shall apply unless the context otherwise requires:

- “Art Kitchen Catering” means Art Kitchen Pty. Ltd. (ABN 46 158 028 105).
- “Preliminary Invoice Payment” means the amount forwarded by the Customer to Art Kitchen Catering evidencing acceptance of the General and any Specific Terms and Conditions.
- “Facilities” means any Art Kitchen Catering Venue and/or any area where Art Kitchen Catering services are being provided and/or modifications, extensions or alterations added to them from time to time.
- “Confirmation” means a confirmation receipt forwarded to the Customer by Art Kitchen Catering as evidence of acceptance of the Customer’s cleared Preliminary Invoice Payment.
- “Customer” means the person or organisation entering into this Agreement with Art Kitchen Catering.
- “Event charges” means all charges applicable to a function including venue hire, food and beverage, staff charges, equipment hire and any other charges.
- “Special Terms and Conditions” means any Terms and Conditions contained in the application which are specific to a particular facility and / or function.
- “Estimated Function Costs” means the sum reasonably estimated by Art Kitchen Catering to be the total cost of the function.

#### 1.2 Client to Ensure Compliance

- The client will endeavour that its servants, officers, contractors, guests, members, patrons, and invitees comply with these terms and conditions.

### 2. CATERING CHARGES

- Food and beverage menus for Art Kitchen Catering and Events are charged exclusive of service staff unless otherwise indicated.

### 3. VENUE HIRE CHARGES

- Venue hire charges and bonds may apply to certain venues hired by Art Kitchen Catering on behalf of the client.

### 4. CONFIRMATION OF BOOKING

- A tentative booking will remain in place for seven (7) days from the time of acceptance to the terms of the estimate and of the terms laid out in this document.
- A booking will be deemed confirmed upon receipt of payment of the Preliminary Invoice with estimated function costs.
- The estimated function costs are based on the expected number of guests and function type as advised by the customer at the time of booking.

### 5. PAYMENT

#### 5.1 Terms of Payment

- Unless approved credit arrangements have been made with the management of Art Kitchen Catering, the customer must pay to Art Kitchen Catering the fees as set out on the invoice: All fees will not be accepted as paid until funds are cleared through Art Kitchens bank account.
- Unless an alternative arrangement is in place with Art Kitchen Catering, a **20% payment** of the Preliminary Invoice is required to confirm all bookings and **10% payment** of the preliminary invoice for all bookings valued over \$5000. This amount will be applied against the final tax invoice as part consideration.

Art Kitchen Pty Ltd

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- Preliminary menu tasting charges applied by Art Kitchen for all weddings valued over \$5000 will be discounted from the final event invoice should the client wish to use our company for their event. Menu tasting charges apply in all other circumstances where a tasting is requested.
- The balance, estimated by Art Kitchen Catering equal to the Estimated Function Costs (“the final tax invoice”) is payable not less than **3 days** prior to the function date.
- Second instalments of 40% are payable for all weddings valued over \$5000 and no later than 1 month prior to the event, with the remainder due 1 week before the event date.
- Any additional charges incurred during the event (such as additional hours worked or pickup charges) and after final payment has been received will be invoiced by Art Kitchen Catering at the conclusion of the function (“the final amended tax invoice”) and is payable immediately.
- Beverages – For the purpose of calculating the preliminary invoice, beverages to be charged “on consumption” basis will be invoiced at a reasonable estimated consumption rate based on the advised function duration and guest numbers. This will be adjusted to reflect actual consumption when the final invoice is compiled.
- Staff – For the purpose of calculating the preliminary invoice, staff costs will be invoiced on the reasonable estimated staff hours based on the advised function duration and level of setup required. This will be adjusted to reflect actual staff hours when the final invoice is compiled.
- Credit Balances – Art Kitchen Catering will pay credit balances within seven (7) days of the function date.
- Please note that for all Credit Card payments, the following transaction charges are applicable: – All credit cards – 1.5% of transaction value inclusive of GST.
- Please note that if the invoice total is over \$5000, two or more forms of payment cannot be made to make the above charges not applicable.

## 5.2 Amended final invoice charges

- Amended final invoices will be issued on the completion of events where additional services have been provided during the course of an event and after the final invoice has been paid. [Services such as additional staff hours, broken glassware and or equipment are chargeable, as are pickup services for equipment that could not be collected on the day of the event].

## 5.3 NonPayment

- If the customer does not fulfil the payment obligations specified in Clause 5.1 Art Kitchen has the right to terminate the agreement at any time.
- In circumstances where an event has been completed and funds are still owing to Art Kitchen and where payment cannot be collected from the client; Art Kitchen Pty Ltd has the right to submit and collect the outstanding funds through creditors and or the court system. The client is to pay all costs incurred by Art Kitchen Pty Ltd in collecting the outstanding funds.

## 5.4 Cancellation / Postponement

**In the regrettable circumstances that a customer cancels or postpones an event, the following conditions apply:**

- A cancellation fee of \$150 applies to all functions where staff and or equipment hire is listed on the preliminary invoice.
- Where events are cancelled 3 or more days prior to the event date, any Preliminary invoice charges paid by the client (in the form of a deposit) will be refunded in full, minus a \$150 cancellation fee.
- In circumstances where an event is cancelled within 4 days of the event date and in situations where food items have been ordered and processed, Preliminary Invoice deposits are non-refundable to the value of 20% of the total invoice value. Additional payments made beyond 20% of the total invoice value will be refunded.

## 6. FINAL NUMBERS

- Estimated guest numbers must be provided for the initial preliminary invoice, clients will not be issued an estimate without estimated numbers [These numbers will provide the basis for the preliminary invoice].
- Final confirmed numbers must be provided three (3) working days prior to the function date.
- Minor increases to confirmed numbers (up to 5%) can be accommodated up to forty eight (48) hours in advance of the function. Increased numbers will be charged to the final account. Reduced numbers will be invoiced at the final confirmed number as per Clause 6 (b).
- Acceptance of number variations is subject to specific terms and conditions, for example, Occupational Health and Safety requirements.

## 7. EQUIPMENT HIRE

- All equipment hired out by Art Kitchen remains the property of Art Kitchen Pty Ltd and must be returned at the conclusion of all events and in a reasonable condition.
- It is the clients responsibility to ensure that all equipment hired out by Art Kitchen Pty Ltd is to be made available (and in full), for pickup at the completion of the event. It is not the responsibility of the pickup driver to enter clients premisses and collect missing equipment.
- It is the clients responsibility to incur any costs associated with the replacement and or repair of any damaged or missing equipment that occurs during the time of possession.
- Missing or damaged glassware is charged at \$4 per item.
- Any equipment not available for pickup at the time specified and agreed upon, will need to be returned to Art Kitchen Pty Ltd. Any costs associated with subsequent pickups will be charged to the client and payable immediately.

## 8. PUBLIC HOLIDAY SURCHARGE

- Please note that Public Holiday rates apply to all staff charges for events held on Public Holidays, whether or not the Public Holiday is gazetted at the time of confirmation. A 10% staff surcharge applies to functions on New Year's Eve.

## 9. TAXES

- All prices quoted are in Australian dollars and exclude a 10% goods and services tax. Any taxes applicable shall be based on the gross value of the final tax invoice.

## 10. MENU AND DIETARY REQUIREMENTS

- Whilst all care will be taken to provide special meals to meet all dietary requirements, Art Kitchen Catering is unable to guarantee that any meal will be 100% free of all traces of nuts, dairy, gluten or other products that may produce allergic reactions in certain people. For extreme allergies, special arrangements must be discussed with your Event Sales contact prior to the event.
- Responsibility lies with the guest to identify themselves to service staff.

## 11. BAND AND CREW MEALS

- Meals for band members, production personnel etc. can be arranged and will be quoted according to your specific requirements.

## 12. DELIVERY OF ALL EQUIPMENT, DECORATION, EFFECTS AND FLOWERS

- All deliveries made by Art Kitchen Catering on behalf of the customer will incur a delivery charge. All deliveries to Art Kitchen Catering must be clearly marked with client details and date of event.
- There is no short or long term storage available for equipment at Art Kitchens premise and collection of any goods must occur before 10.00am the day following the function.
- Art Kitchen Catering cannot take responsibility for any customer or third party supplier goods left on the premises or venue or delivered on behalf of the customer.

## 13. INDEMNITY TO ART KITCHEN CATERING

The customer indemnifies Art Kitchen Catering to the fullest extent permitted by law from and against:

- All claims, demands, writs, summonses, actions, suits, proceedings, judgements, orders, decrees, damages, costs, losses and expenses of any nature which Art Kitchen Catering may suffer or incur in connection with the loss of life, personal injury or damage to the tangible property incurred or suffered directly as a result of the Customer's negligence except where such injury, loss or damage arises by reason of an act or omission of Art Kitchen Catering or its employees, agents or subcontractors.

## **14. PREMATURE TERMINATION**

Art Kitchen Catering shall be entitled to cancel the contract without notice if:

- The customer fails to fulfil any of its obligations laid down within this document.
- The customer alters the purpose of the function without the approval of Art Kitchen Catering.
- Art Kitchen Catering becomes aware of conditions under which the execution of the function could jeopardise public safety or order, or potentially involve an unacceptable risk of personal injury or damage to property.

## **15. SEASONAL REQUIREMENTS AND PRICE FLUCTUATIONS**

- Prices are quoted on current costs, and may be subject to alteration at any time. Art Kitchen Catering reserves the right to change or delete menu items based upon seasonal availability.

## **16. CLEANING AND RUBBISH REMOVAL**

- Art Kitchen catering will remove all kitchen rubbish created by 'our staff' and agrees to leave the venue kitchen as it was prior to our arrival.
- Art Kitchen catering does not take responsibility for the cleaning and or rubbish removal from the events proceedings such as empty bottles, boxes, decorations or table displays. We do not take responsibility for the storage or damage to any hire equipment not supplied by our company.
- Cleaning of glassware and other equipment not supplied by us, will not be carried out unless organised through the initial quotation process and itemised as a service on the estimate.

## **17. EXTRA SECURITY CHARGES**

- Art Kitchen Catering reserves the right to determine the security required for any function.

## **18. CLIENT OBLIGATIONS**

- The customer must: Allow Art Kitchen Catering and its agents or servants free access to and egress from all parts of the facilities.
- Not carry on or allow to be carried on in or at a facility any behaviour or activity, that is in the opinion of Art Kitchen Catering dangerous, noxious, offensive, illegal, noisy or objectionable.
- Not use or allow the facilities to be used for any purpose other than that for which it was designed.
- Endeavour to observe all relevant statutes, statutory rules and regulations, notices and orders.
- Not without prior consent of Art Kitchen Catering make alterations or additions whatsoever to any facilities or equipment.