

TERMS & CONDITIONS

These Terms and Conditions govern the Quotation provided in this document ("the Quotation"). The Client is bound by these Terms and Conditions upon acceptance, whether communicated or by conduct, of the Quotation.

1. FOOD

- 1.1. Comestibles offers a comprehensive range of food and beverage items. The Client may:
 - (1) select from the suggested menus prepared by Comestibles; or
 - (2) consult with Comestibles to design a customised menu to suit their specific requirements
- 1.2. If, Comestibles is unable to provide the agreed menu, due to unforeseen circumstances (eg supplier shortages), it will consult with the Client and reserves the right to:
 - (1) adapt the menu; and/or
 - (2) alter the services
- 1.3. Comestibles:
 - (1) advise that, whilst reasonable care is taken, some dishes may contain traces of nuts
 - (2) require written notification from the Client of all allergies and dietary requirements when final guest numbers are advised.

2. BEVERAGES

- 2.1. Comestibles operates under a special facility catering licence held by Rhum Services Pty Ltd ACN 088 071 425 ("the Licensee").
- 2.2. Comestibles policy is to:
 - (1) serve the Client and event guests in a responsible, friendly and professional manner
 - (2) follow the Department of Racing, Gaming and Liquor Guidelines of Responsible Service of Alcohol and in doing so Comestibles staff members are instructed not to serve any alcoholic beverages to:
 - (a) guests under the age of 18 years; or
 - (b) to guests in a state of intoxication
- 2.3. The Licensee and Comestibles reserve the right to discontinue the liquor service.

3. PRICING

- 3.1. The Client accepts that, whilst Comestibles endeavours to maintain prices as printed, all prices are:
 - (1) subject to alteration without notice to allow for product availability and market cost variations; and
 - (2) subject to an estimated 10% increase per annum.
- 3.2. The total amount payable by the Client to Comestibles ("the Contract Price") must be at least \$500 inclusive of GST ("the Minimum") for Comestibles to accept the booking.
- 3.3. If the Contract Price is less than the Minimum Comestibles:
 - (1) reserves the right to accept or reject the booking; and
 - (2) will inform the Client of their decision in writing
- 3.4. Comestibles reserves the right to charge either, or both, of the following surcharges in addition to the Contract Price:
 - (1) After Midnight Surcharge – a surcharge of 25% applies to staff hours where events extend beyond midnight; and
 - (2) Public Holiday Surcharge – a surcharge of 25% of the Menu and Delivery costs applies where the event date is a declared public holiday.
 - (3) Staff Public Holiday Surcharge – a surcharge of 150% of the Staff costs applies where the event date is a declared public holiday. Where a event extends into a public holiday, the Public Holiday Surcharge will be calculated using the following formula:
$$P = H \times A$$

Where:
P is the Staff Public Holiday Surcharge Payable
H is the Staff Public Holiday Surcharge which is 150% of the staff hourly rate
A is the number of hours (or part thereof) the event extends into a public holiday
- 3.5. The Client will be responsible for the repair, labour or replacement costs, as determined by Comestibles, for any damage sustained to:
 - (1) any hired property or equipment
 - (2) Comestibles property and/or fittings
- 3.6. The Client shall, at all times, indemnify:
 - (1) the Licensee
 - (2) Comestibles
 - (3) the directors and employees of the Licensee and Comestiblesin respect of
 - (4) any liability, claim or proceeding in any way relating to the event or relating to persons attending the event arising in respect of:
 - (a) personal injury to; or
 - (b) the death of any person; or
 - (c) any loss, damage or loss of use of property

4. PAYMENT

- 4.1. Comestibles requires businesses to pay a Deposit ("the Deposit") under the following conditions:
 - (1) when the total contract price is above \$2500.00 a deposit of 10% of the total contract price inclusive of GST
- 4.2. Comestibles requires private individuals to pay a Deposit ("the Deposit") under the following conditions:
 - (1) when the total contract price is less than \$2000.00 a deposit of 50% of the total contract price inclusive of GST
 - (2) when the total contract price is between \$2000.00 & \$10,000.00 a deposit of \$1000.00 inclusive of GST
 - (3) when the total contract price is above \$10,000.00 a deposit of 10% of the total contract price inclusive of GST
- 4.3. If Comestibles incurs any additional deposits from a subcontractor on behalf of the Client, these will be:
 - (1) invoiced separately
 - (2) paid by the Client by the methods outlined in the Tax Invoice.
- 4.4. The Client, when it is a corporate entity, must pay 50% of the total contract price 3 working days prior to the event date.
- 4.5. The Client, when it is a private individual, must pay the total contract price 3 working days prior to the event date.
- 4.6. Payment may be made by methods outlined in the Booking Application Form & the Invoice.
- 4.7. Payments made by credit card incur a 1.3% - 2% surcharge, based on card type.
- 4.8. If Comestibles incurs any additional charges, including any charges not authorised in the Quotation, these will be:
 - (1) included the final invoice
 - (2) paid by the Client in the manner set out in the Quotation as if they formed part of the Quotation

5. CONFIRMATION OF BOOKING

- 5.1. Comestibles will only confirm a booking from a private individual when it has received both:
 - (1) the Deposit; and
 - (2) the completed "Booking Application Form".
- 5.2. Comestibles will only confirm a booking for an event valued under \$2500.00 from a business when it has received:
 - (1) written confirmation of the booking
- 5.3. Comestibles will only confirm a booking for an event valued over \$2500.00 from a business when it has received both:
 - (1) the Deposit; and
 - (2) the completed "Booking Application Form".
- 5.4. The Client must advise Comestibles:
 - (1) of the guaranteed minimum number of guests attending the event at least 7 days prior to the event date
 - (2) final confirmation of the number of guests 3 working days prior to the event date
 - (3) all allergies/dietary requirements in writing at least 3 working days prior to the event date
- 5.5. When the Client makes a booking, Comestibles requires the Client to provide written notice at least three days before the event date so that it has sufficient time to:
 - (1) order produce; and
 - (2) roster staff
- 5.6. For events with greater than 500 guests ("Larger Events"), the Client:
 - (1) may reserve a event date on a tentative basis for a period of one month
 - (2) must provide Comestibles with written confirmation of the event date at least 60 days before the event date

6. CANCELLATION POLICY

- 6.1. In the regrettable situation that the Client cancels the event, they must notify Comestibles in writing.
- 6.2. The following cancellation fees will apply when the notice is received:
 - (1) over 30 days from the event date – Comestibles will refund 100% of the Deposit;
 - (2) less than 30 days prior to the event date – Comestibles will retain 100% of the Deposit;
 - (3) less than 3 days prior to the event date – the Client will be charged for 50% of the Contract Price, less the retained Deposit;
 - (4) less than 24 hours prior to the event date – Comestibles reserves the right to charge the Client for the Contract Price based on the final numbers given.
- 6.3. If Comestibles is unable to comply with any of the provisions of this agreement by virtue of:
 - (1) any cessation or interruption of electricity of gas supplies
 - (2) industrial disputes
 - (3) plant or equipment failure
 - (4) unavailability of foodstuffs
 - (5) other unforeseen contingency or accident

Comestibles reserves the right to cancel the booking and refund the Deposit at any time without having any further liability to the Client.