

Fabulous Catering Pty Ltd

Standard Terms & Conditions
For Products and/or Services Provided

COVID CANCELLATION POLICY

If your booked function cannot go ahead because of covid restrictions, including lockdowns, border closures, capacity density rules more than 7 business days prior to your function, your deposit is fully refundable. If the cancellation happens within the 7 business days prior to the function, due to reasons relating to covid such as, lockdowns, capacity density rules and members of the household contracting covid, Fabulous Catering will postpone the booking to any date in the future within 1 year with no charge. If booking is chosen to be cancelled and not postponed then the deposit is non-refundable.

If other reasons for cancellation such as reduced numbers due to guests contracting covid, or decision just to postpone without government restrictions put in place the cancellation or postponement is made within the 7 business days the deposit is forfeited and if a new date is selected for a new date Fabulous Catering cannot guarantee we will have availability due to the current staff shortages.

If the booking is fully paid and cancelled within 7-4 business days of the event then Fabulous Catering will refund the full balance minus the deposit. However if the booking is fully paid for and has to be cancelled due to covid restrictions including a household member testing positive to covid, any snap lockdown or government rule changes. Fabulous Catering reserve the right to look at the cancellation fee case by case. This will be assessed based on the amount of food already processed in line with the head chef assessment and admin time gone into each event, including cancellation of staff, logistics, equipment packing.

QUOTATION VALIDITY PERIOD

Quotations are valid for 60 days from date of issue, unless otherwise stated. Should the customer wish to place an order after such a validity period, then Fabulous Catering, in its sole discretion has the right to amend the original quote to reflect current pricing and availability of goods, prior to accepting the customer's sales order.

PRICES

Prices are FIRM for the quotation validity period unless stated to contrary. Errors and Omissions on all paperwork, websites, or promotional material, verbal or written are excluded.

DEPOSIT and PAYMENT

All orders below \$1500 require a deposit amount of \$100. Otherwise orders over \$1500 are liable for a \$500 deposit. Other larger event over \$10,000 the deposit will be given case by case. Such deposit will be applied towards invoices raised by Fabulous Catering Pty Ltd for such order, and

is not refundable (7 days prior the function) unless, of course, the customer has cause to reject works as would be their right under the laws pertaining to the Sale of Goods in State of Victoria, Australia.

All payments are STRICTLY COD or payment 3 days prior, and extra surcharges do apply if customer does not comply and settles final amounts owing later than the date specified. If paying COD, Fabulous Catering Pty Ltd reserves the right to collect Credit Card information to Hold payment against the order, until cash payment has been lodged. Payments made by credit card, including, VISA, Mastercard, AMEX, Diners all incur a 3% surcharge to these cards.

Deposit amounts are also deemed non refundable after a sample demonstration is taken up. The cost of the sample demonstration is \$100.00 and shall be deducted from the deposit should be required.

CHANGES TO YOUR ORDER / FINAL NUMBERS

All changes to orders must be placed 3 business days prior to the function. This is working days notice, ie: Wednesday for a Sunday order. If changes needs to be made after this time, then we MAY be able to accommodate your request, however an administration charge may apply. This applies to all facets of the event, being final numbers, menu changes, timing and location details. The

CANCELLATION

Any cancellation made to an order two day prior to the function, then 50% of the balance is fall due. Any cancellation made to an order with more than 7 days notice prior to the function date, the deposit is fully refundable. If between one day and one week notice, the deposit amount is non-refundable.

GST

Fabulous Catering Pty Ltd INCLUDES GST within its finalized quotation documents, it is an additional 10% of the total sell price. All pricing on any marketing matter, being websites, pamphlets, billboards of any description, all EXCLUDE the GST component and a disclaimer is mentioned that prices are exclusive of GST. This amount is then responsibly forwarded to the correct government departments.

NON FABULOUS CATERING PTY LTD PRODUCT USED

It is possible to incorporate your own ideas, help, services and equipment into a plan of a function of Fabulous Catering Pty Ltd. On doing so, Fabulous Catering Pty Ltd holds no liability for accidental damage occurred by these such people involved outside the Fabulous Catering Pty Ltd corporation. Fabulous Catering Pty Ltd also does not recommend this style of involvement and holds no responsibility for the quality and working order of the services and equipment provided from an organization outside of Fabulous Catering Pty Ltd control.

TITLE:

Placing an order to Fabulous Catering Pty Ltd for quoted goods and services is made on the understanding that NO TITLE in such goods and services will pass to the customer until full payment of invoice(s) raised against said order, reach and are cleared with

- **Fabulous Catering Unit Trust**
- **Westpac Banking Corporation,**
- **BSB: 033 337 ACC: 293 233**

LATE PAYMENT

Fabulous Catering reserves the right to charge late payment fees of up to \$150.00 if invoices are not paid in full by the due date. Our regular terms of accounts are COD or payment after 7 days from invoice date – this needs to be previously arranged with a member of our staff.

LIMIT OF LIABILITY

Fabulous Catering Pty Ltd shall not be held responsible for any damage occurred by guests of a function held. The guest that has been found to have caused the property damage or alike, is to pay the amount to repair in full. Fabulous Catering Pty Ltd holds no responsibility for the health of our guests whilst attending a function/event, they are therefore responsible for their own actions. If events are to be held in public areas, such as beaches, parks, arcades, or national parklands, Fabulous Catering Pty Ltd holds no responsibility for the loss of any equipment utilized by Fabulous Catering Pty Ltd.

REJECTION OF SERVICE

Fabulous Catering Pty Ltd has the right to reject business if it deems outside of the businesses objectives descriptions, or would be believed to be to impose a too greater risk to the business for the type of guest that it would attract.

DELIVERY

Cold delivery is \$45.00 for a cold delivery, this includes all such items as cold fresh platters, frozen finger food, or beverages.

Hot Deliveries are \$85.00 within the metropolitan Melbourne / Sydney area, booked from our respective offices. Sauces, napkins, and platters are added on as an optional kit, which is \$45.00. Further fees may apply if outside the metropolitan area.

Staffed fully catered functions incur a fee of \$30.00 per staff member as travel allowance, but can be higher if outside of the standard delivery area.

SALE OF LIQUOR

VIC Liquor Control Reform Act 1998:

Under the Liquor Control Reform Act 1998 for Victoria, it is an offence:

To supply alcohol to a person under the age of 18 years
For a person under the age of 18 years to purchase or receive liquor

When purchasing packages that contain liquor products, the person purchasing must be over the age of 18.

Fabulous Catering Pty Ltd welcomes anyone to request a view of the liquor license we hold. We reserve the right to refuse purchase and/or request identification for purchase of liquor products.

When purchasing a per glass charge liquor package, it is the customers responsibility to sign off on the appropriate paperwork and receive a receipt upon the day of the function.

BOND

Fabulous Catering Pty Ltd hires out equipment that it uses, such as pie warmers within the Fabulous Catering Pty Ltd range. This can occur a returnable BOND at any time within the negotiations of such business. The BOND can be used to repair and/or replace parts of equipment that Fabulous Catering Pty Ltd owns, if customers cause such damage to the equipment. If damage has occurred, a portion or the entire amount (whichever is needed) of the BOND shall be used to cover these cost of repair. The bond required on equipment is \$100. This is fully refundable upon delivery of the equipment back to Fabulous Catering Pty Ltd, provided all equipment is in good working order, and quality of that when delivered. If additional costs are involved within the replacement/repair of equipment, these expenses shall be forwarded to the customer once exceeding the bond amount.

RETURN OF EQUIPMENT

All Fabulous Catering Pty Ltd products are provided with such items that are for rent/hire from Fabulous Catering Pty Ltd. These items are to be returned to Fabulous Catering Pty Ltd in the condition in which they were supplied.