

Catering Service Terms

About our agreement with you

1. Background details

We are looking forward to working with you

We are **Kepos Catering**, a boutique Gold License catering company with liquor licence helping you create unforgettable events with delicious, innovative food. This document sets out how we deliver Catering Services to you (**Terms**).

- ❖ **Kepos Catering, we, or us** means Michaels Kitchen Pty Ltd ABN 92 160 175 600
- ❖ **Client, you, or your** means the business who buys Services from us, as set out in an agreed Proposal.

Our agreement with you

Our agreement with you is set out in:

- ❖ our written **Proposal**,
- ❖ these **Terms**, and
- ❖ our **Privacy Policy** and other policies.

Together, these make up our agreement with you about how we will work together (**Agreement**).

- ❖ If there is conflict between the various parts of this Agreement, the document listed higher in the above list takes priority to the extent of any inconsistency.

About our catering Services

2. What's included?

We'll deliver the Services in the Proposal

You are engaging us to deliver the catering Services set out in our agreed Proposal with you.

- ❖ We use reasonable care and skill to deliver the Services in line with food catering industry standards for preparing, cooking, handling and serving food.

Price and payment

3. Paying for Services

You must pay for Services in the amount and frequency set out in your agreed Proposal.

- ❖ You must pay for your Event in full before the Event Date.
- ❖ We send you invoices which you must pay by the due date on the invoice.

Pay the Deposit to secure your booking

- ❖ You'll need to pay a non-refundable Deposit to secure your Event in our calendar.
- ❖ We block off our availability for your Event and so the Deposit is non-refundable

We estimate Costings based on guests and menu

Our estimate of the Costings in the Proposal is based on the Guest numbers and Menu.

- ❖ If your guest numbers, menu, or other Event details change, we will update the Costings for our Services.
- ❖ You will pay the Deposit based on the estimated guests and proposed menu.
- ❖ Market prices for various types of food (such as seafood and other fresh consumables) may change between the time when we quote

Payment methods

- ❖ EFT or Credit Card (fees may apply)

4. Extras and additional Services

If you need other Services from us, such as hired Team to serve food, Equipment hire, travel or delivery to a Location, project management, rescheduling services, or other Services not listed as included, we will discuss these with you.

- ❖ We'll let you know what the expenses will be before we incur them.

For example, reasonable travel expenses to attend an Event.

Tableware, props, and equipment

Unless otherwise agreed in our Proposal with you, all Equipment such as tableware, props, plates and other inedible Equipment used to present food must be returned in good condition.

- ❖ If you lose or break Equipment, we'll send you an invoice for the Equipment at the buy price.

5. Menu planning

We love working with you to create the right menu for your Event. We include up to **3** menu planning consultations in our catering Services.

- ❖ For further menu planning sessions, we'll charge you a fee of \$250.
- ❖ Any menu changes must be confirmed at least three business days before the **Event Lock Date**.

Enjoying our catering Services

6. Delivering food to you

Drop off catering Services

- ❖ If agreed in our Proposal with you, we will arrange to drop off food to the agreed location.
- ❖ Once we drop off food to you, proper storage and handling is up to you. Where appropriate, we may leave instructions for storing food.

For example, if you or your guests take leftovers to eat later after the food has been out for longer than the recommended time, and one or more people become unwell, we're not responsible for that outcome.

Food safety

- ❖ It is not recommended that warm food be kept out longer than 2 hours or that room temperature food be left out longer than 4 hours.
- ❖ We recommend that you discard any food items after the recommended time limits, especially if food is outside or in warm weather.
- ❖ We prepare food in kitchens that may also contain allergens, such as nuts. Unless agreed with you in your Proposal, we cannot make any promises

7. Team member availability

Swapping team members

If illness or other circumstances beyond our control means one or more of our team members (such as our head chef or other team members) is not able to attend the Event or provide the Services, we will make a good faith attempt to either:

- ❖ Swap in another awesome qualified team member; or
- ❖ Work with you to reschedule your Event for a different, mutually agreed time.

8. Your obligations

Safe working environment

- ❖ If we are working in your home or on location, you agree that you will make sure we have a safe working environment to supply the Services that meets all relevant health and safety laws, and regulations.
- ❖ Client understands and agrees that during the Events they and their agents shall not carry weapons or firearms, be exposed to severe illness, or request
- ❖ You must not ask us to do anything illegal or unsafe.

For example, serving alcohol to underage guests or fireworks in or around food, or working in an enclosed space without ventilation.

- ❖ If you insist that we perform our Services in an unsafe environment, we reserve the right to end our Agreement with you immediately.
- ❖ In such circumstances, you agree we are not responsible for incomplete Events or Service delivery or lower quality work, and you must still pay in full.

You are responsible for your own Event

- ❖ Whilst we help you organise delicious food, you are ultimately responsible for your own Event.
- ❖ Any insurance specific to your Event is your responsibility and you'll need to make sure you have the correct insurance in place
- ❖ We have adequate insurance for our own activities and business practices. We can provide a certificate of insurance upon request.

Event changes and challenges

9. Preparing for your Event

Event timeline and milestones

Specific details for your Event are set out in your Proposal. The general timeline will work as follows:

Booking: When you book your Event and pay the non-refundable Deposit based on estimated guests and other Event details

Menu planning: We'll help you create a bespoke menu.

- ❖ If needed, we update our estimated Costings to reflect the menu and other Event details.

Changes to Event: We can work with you to re-quote your Event if numbers or other Event details change.

- ❖ Excessive changes may incur extra Service Fees.

Event Lock Date: Event details must be finalised at least 10 working days before your Event Date.

- ❖ This is the Event Lock Date.
- ❖ You must pay remaining Fees based on the confirmed Event details on the Event Lock Date.

10. Changing your Event

Event Lock Date

When you book our Services, you select an Event Date.

- ❖ We plan and prepare for your Event, including ordering and buying food, engaging team members, and arranging our other Services for you.
- ❖ We are happy to re-quote your Event and requirements at any time before the **Event Lock Date** specified in your Proposal.

Can you postpone or re-schedule an Event?

If you need to change an Event, please let us know as soon as you can. This gives us the greatest opportunity to minimise both your and our cost impacts.

- ❖ It is your responsibility to make sure you promptly notify us via email about any changes for your Event.
- ❖ We may charge a reasonable rescheduling Fee to update your Event.

Changing Event days, time, and length

We agree the day and time with you in a Proposal and build our plan for your Event around a defined schedule.

- * If your Event becomes urgent, or days or times change, then we may change the Fees to reflect the increased cost and urgency to deliver the Services.
- * We'll let you know the Fees before agreeing to the changes.

For example, if your original Event was on a Saturday but you need to change it to a Sunday or a public holiday, we will need to re-quote for our Fees.

- ❖ If factors on the day of your Event change the nature of our Services, then this may change the Fees.

For example, if your Event was scheduled to finish at 10pm but runs long until 11pm and so we aren't able to complete our clean up on time, we may charge you extra Fees.

- ❖ We'll send you an invoice with any out of scope Fees after the Event, and you agree to pay such Fees within 7 days of the Event

If guest numbers change after Event Lock?

After the Event Lock Date, if guest numbers reduce, then we provide the food as ordered, and you will have extra food to enjoy or offer to your guests.

- ❖ If guest numbers increase, we try to accommodate if we can, and will increase the Fees accordingly.

What about government required impacts?

We treat government required impacts as we would other kinds of impacts such as bad weather or extreme heat.

- ❖ We aim to balance Services delivered and the changes needed with any health-related requirements.

Postpone an Event

If you postpone an Event **less than 30 days before** a re-booking fee may apply, and we may credit any other payments towards the rescheduled Event.

Cancelling an Event

If you cancel an Event:

- ❖ **after** the Event Lock Date, you must pay for the full Fees because of the work we put into your Event and blocking out our calendar for you.
- ❖ **less than 30 days before** the Event Lock Date, you will need to pay for the Deposit and Fees for other Services (such as menu planning).
- ❖ **more than 30 days before** the Event Lock Date, we may refund amounts you have already paid except for

the Deposit and Fees for other Services (such as menu planning).

Protecting and using information

11. Feedback and Event images

Photography and recordings

You agree that we can take photos and videos of the food, Services, and Event to promote our business.

Feedback you give us

If you give feedback in a **public** forum, you give us permission to use that content and related personal information publicly.

***For example,** we may take a screenshot of a positive Google review or Instagram story and use that material to promote Kepos Catering.*

- ❖ If you send private feedback, you give us permission to use that content anonymously on our Sites. We won't attach **private** feedback to you by name without getting your permission first.
- ❖ If you give permission and later change your mind, let us know and we'll make reasonable efforts to remove it.

12. Protecting personal information

We handle information you give us in line with our Privacy Policy, available at our Site. When you buy our Services, you consent to us collecting and using your information in line with these Terms and our Privacy Policy, including for marketing purposes (which you can opt out of at any time).

13. Protecting Confidential Information

We both agree Confidential Information is commercially sensitive and valuable, so that unauthorised disclosure or use of the other's Confidential Information could cause significant damage.

- ❖ Confidential Information can only be used for the purposes set out in these Terms (*i.e. the purpose of buying, supplying, or marketing our Services*).
- ❖ Neither of us can use or disclose the other's Confidential Information for a purpose not allowed under the Terms without express written consent from the other.

14. Our Content

As part of the Services we supply, we may include access to some of our own Content.

- ❖ We own or licence all Intellectual Property rights in our Content.
- ❖ We grant you a **limited license** to make use of our Intellectual Property within our Content to the extent needed for you to use a Service you buy from us.
- ❖ Unless we give you permission in our agreed Proposal, you **must not** copy or create derivative, imitative works of our Content or sell or claim ownership to our Content.

For example, we may work with you to develop an incredible menu for your Event and advise you of key ingredients. You cannot then re-sell that menu or recipes.

Results and expectations

15. Event success takes a team

Your results depend on many factors

- ❖ We work wonders in the kitchen, but the success of your Event depends on many different factors, including:
- ❖ Specific needs and constraints of your Event such as dietary needs, preferences, location, and allergies,
- ❖ Your willingness to follow our recommendations,
- ❖ the facilities at the selected location,
- ❖ Skills and availability of other Event personnel,
- ❖ Accuracy of information you give us,
- ❖ Weather, external impacts, and other factors.

16. We use reasonable care + skill

We use **reasonable care** and **skill** to deliver catering Services to you, however you agree that:

- ❖ We cannot promise our Services will be fault free;
- ❖ If things outside our reasonable control impact on our ability to supply the Service, you agree we are not responsible for impacts on you as a result; and
- ❖ We provide our catering Services in good faith, based on information you provide us, and you are responsible for your use of our Services and food.

***For example,** if you give a list of allergies and we follow that list but it is incomplete or incorrect, and one or more people become unwell, we're not responsible for that outcome.*

- ❖ You understand that changes in the weather, trends in particular food, your guest list, . and other factors might mean our advice is no longer accurate or as impactful as intended, despite our best efforts.

Resolving issues

17. Let us know if you have an issue

If a dispute crops up under these Terms, we both agree to act reasonably to resolve it.

- ❖ Consumers have specific rights when you buy our Services (see accg.gov.au), and these Terms do not replace legal rights you have at law.

Things outside our reasonable control

Neither you or we are liable to the other for a delay or failure to perform obligations in this Agreement caused by circumstances outside of reasonable control, other than the payment of money.

How to manage delays and problems

- ❖ If we become aware of anything likely to result in a material delay in or failure to perform any Services, we will let you know promptly.
- ❖ Contact us via email and include relevant information so we can help resolve your issue.
- ❖ We confirm we received your complaint within 5 business days and work to investigate and resolve your complaint within 10 working days.
- ❖ If we can't resolve your issue after this, we will be in touch to set out some proposed next steps.

18. Paying for losses + limiting liability

Paying us if you cause us loss

To the extent allowed by law, you must pay us for costs we incur caused or contributed to by:

- ❖ inaccurate or misleading info you give us,
- ❖ your breach of applicable laws or regulations, or
- ❖ your use or misuse of Services or our Content.

***For example,** if your Event breaches applicable laws or local regulations, and we are fined as a result, you will need to pay us for the costs of any fines we receive.*

Limiting our liability to you

Nothing in these Terms restricts consumer laws that may apply to your purchase of our Services.

- ❖ To the extent allowed by law, we **exclude** all liability for claims by you or a third party for all forms of loss or damage, including loss or inaccuracy of data or loss of business profits or revenue.
- ❖ Unless we cause loss with our negligence or wilful misconduct, we are not responsible for any loss caused by your use of our catering Services (or any inability to access our Services).
- ❖ Where we cannot exclude our liability, our total liability to you is limited as follows:
 - if the breach relates to goods, we'll replace or repair the goods; or
 - if the breach relates to Services, we'll re-supply the Services or the pay costs of re-supplying the Services.

19. Ending the Agreement

Ending this Agreement

Either Client or Kepos Catering can end this Agreement on 30 days written notice to the other.

- ❖ Early termination charges may apply if you end the Agreement within 30 days of the Event Lock Date.
- ❖ If we re-quote for your Event and you do not wish to pay the new Fees, then you may end this contract.
- ❖ If you do terminate the contract in these circumstances, then you forfeit the Deposit and you may have to pay us for other reasonable expenses we cannot reasonably avoid because you have changed the Event and ended our Agreement early.

We might suspend or end this Agreement

We try to discuss and resolve issues with you first, but may release your booking dates for your Event or terminate a Service **at once** if:

- ❖ You do not pay us Fees after we have given you reasonable notice to pay; **or**
- ❖ You're in breach of this Agreement and either you can't fix that breach, or you don't fix the breach after we give you a reasonable time to fix the breach; **or**
- ❖ You fail to give us instructions or complete your obligations within a reasonable time; **or**
- ❖ We reasonably consider mutual trust and confidence no longer exist in our relationship with you, or your behaviour is likely to damage our reputation.

20. Actions after termination

After this Agreement ends

You must pay for all Services we've delivered up until the Agreement ends.

- ❖ Depending on the circumstances and timing of the termination, we will invoice you for our reasonable costs we incurred for Services we've delivered and / or administrative costs.

General details

21. General agreement details

Changing these Terms

We may change our Terms from time to time. If we do, the changes take effect on and from the day we put the updated Terms on our Site or otherwise notify you.

Transferring this Agreement

We may assign, subcontract, or transfer some or all our rights or obligations under this Agreement without notice to you. You cannot assign, subcontract, or transfer your rights or obligations under this Agreement without our consent.

Survival

Some rights and obligations under our agreement with you remain in force after these Terms expire or end. These include the rights and obligations under the following sections: Paying for Services, Paying for losses + limiting liability, Actions after termination.

Other general details

Invalid parts severed: If a court of law decides one or more parts of our Agreement with you is invalid, only those parts are severed from the Agreement and other parts remain in full force and effect.

No waiver: Delay or failure to exercise rights or a partial exercise of rights is not a waiver of those rights.

Force Majeure: Neither party is liable for performance delays or for non-performance due to causes beyond its reasonable control, except for payment obligations.

Full agreement: This agreement outlines the full agreement between us for the Services we supply you.

Governing law: This Agreement is governed by the laws in New South Wales, and the parties agree to submit to that jurisdiction.

22. Dictionary

Capitalised words have the following meanings:

Booking Date means the date when we book and schedule your Event and start planning our resources and Services to help make your Event a success!

Confidential Information includes all material, IP, non-public, business-related information disclosed or made available to the receiving party through any means, relating to a party's business but excludes information that, without breaching this agreement, is already public or known to the receiving party.

Content means all menus and items we create or use to supply you a Service, which might include one or more of the following: access to written information, ingredient lists, recommendations, menu plans, and other information. Kepos Catering always owns all our Content.

Deposit means the Fee specified in a Proposal that is non-refundable and serves to secure your space in our work schedule.

Event means the activity you are organising on a specific day or time for which you have engaged us to supply our catering Services.

Event Fee means the Fees for our Services based on guest number, menu chosen (including ingredients, prepared food, cooking/heating of food and serving)

End Date means the date 1 week after the Event Date, which is when all Services have been delivered, and any outstanding payments are due.

Equipment means the various tools and items used to help make a lovely Event such as furniture (tables and chairs), linen, crockery and cutlery, glasses etc and cooking equipment) needed

Fees means the charges you pay to us for the Services we provide, as set out in a Proposal and Costings or as otherwise agreed with you.

Intellectual Property (IP) means any and all of the following in any jurisdiction throughout the world: trademarks and service marks, including all applications and registrations, and goodwill connected with the use of them, patents, copyrights, Site, and internet domain names, including all related applications and registrations, trade secrets and confidential know-how, other intellectual property and related proprietary rights, interests, and protections. Our Content forms part of Kepos Catering Intellectual Property.

Proposal means the document we agree with you that outlines the type of Catering Services you buy, the length and type of Project, the included Content, as well as the applicable Fees.

Services means the various packages of food and beverage inclusions, menu planning, and other related products and services as set out in a Proposal.

Site includes our website keposcatering.com.au, and our presence on third-party applications and social media platforms like [@keposcatering](https://www.instagram.com/keposcatering) on [Instagram](https://www.instagram.com/keposcatering).

Team means the staff we hire or engage to help prepare, cook, serve, and clean and perform other Services for your Event.

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