



TERMS & CONDITIONS:

1. Definitions

"Deposit Invoice" means Our invoice rendered to You for the sum of the Deposit.

"Equipment" means any and all items or products provided by Us to You as part of the provision of the Table Packages and / or the Picnic Packages or any other goods or services, excluding food products and disposable products (i.e. napkins and wooden cutlery).

"Final Payment" means the date on which the Invoice is paid by You to Us.

"Invoice" means Our invoice for the total sum of goods and / or services rendered to You.

"Picnic Packages" means the catering options offered by Us from time to time that are specified to be "Picnic Packages".

"Public Holiday" means those days now and hereafter declared to be Public Holidays in Western Australia by the West Australian Government and Federal Government of Australia.

"Table Packages" means the catering options offered by Us from time to time which are specified to be "Table Packages".

"Terms and Conditions" means the terms and conditions set out in this document, including any agreed variations of it between You and Us from time to time.

"We", "Us", "Our" means Alana Carmel Randazzo (ABN 97 426 993 596) trading as Grazing in Company.

"You", "Your" means any person, firm, company or other legal entity which places an order and / or purchases any goods and / or services from or with Us.

"Your Event" means the date agreed by You and Us in writing as the date for the provision of Our goods and / or services to You.

2. Inclusions

- a. As part of Our full-service offering to You, all our custom Table Packages include the cost of set up, Equipment hire and pack down, namely:
 - i. the creative display of Your food selections at the venue of your choosing;
 - ii. hire costs for display boards, serving utensils and other decorative elements provided by Us in Our discretion (or as requested by You);
 - iii. the provision of napkins, bamboo bowls and wooden cutlery (where applicable); and
 - iv. collection of the Equipment from You.



- b. If You require same day pack down and collection, there may be an additional charge to You. Please note that same day pack down and collection is subject to availability and We require You to notify Us in writing of this requirement no later than the date of the Final Payment.

3. Payment Terms

a. Deposit

- i. To secure a booking for Your Event, We require a fifteen percent (15%) or \$100.00 non-refundable deposit (whichever is greater) to be paid by You to Us ("**Deposit**") by the date specified in the Deposit Invoice;
- ii. If Your Event proceeds, the Deposit will be deducted from our Invoice; and
- iii. By making payment of the Deposit Invoice, You acknowledge that you have read and understood Our Terms and Conditions and agree to be bound by the contents thereof.

b. Delivery Fee

We reserve the right to charge an additional fee depending upon Your requested delivery location ("**Delivery Fee**"). If Your delivery location is within the Central Business District of Perth, the Delivery Fee may include parking costs in circumstances where there are no available loading bays or free parking bays within the near vicinity of Your delivery location. We will notify You in writing of our Delivery Fee in advance of Your Event.

c. Final Payment

- i. You must pay the Invoice at least seven (7) days prior to Your Event;
- ii. All available payment options will be specified in Our Invoice; and
- iii. Should You prefer to make payment of Our Invoice by credit card, please contact Us to discuss. Please note that a surcharge will be incurred by You for any credit card payments.

d. Cancellations

If You cancel Your Event with Us within seven (7) days of Your Event, You will forfeit the sum of the Invoice.

e. Public Holidays

Please be aware that a fifteen percent (15%) surcharge will be payable by You if Your Event takes place on a Public Holiday.

4. Dietary Requirements

- a. It is Your responsibility to notify Us in writing of any allergies and / or dietary requirements at least seven (7) days before Your Event ("**Your Dietary Requirements**");



- b. While We strive to meet Your Dietary Requirements and to keep allergen-free food separate, all Our allergen-free food is prepared in the same facility as allergen-containing foods and we therefore cannot guarantee that cross contamination will not occur; and
- c. In so far as Your Dietary Requirements are concerned:
 - i. You acknowledge that We cannot guarantee that allergen-free foods will not be contaminated by allergen-containing foods;
 - ii. You agree to consume Our products at your own risk; and
 - iii. You agree to hold Us harmless against any injury caused to You or any other person as a result of consumption of any allergen-containing food.

5. Loss & Damage

Should any of the Equipment be lost or damaged between the time of delivery and the time of collection of the Equipment by Us, You will be responsible for the reasonable repair and / or replacement costs of any Equipment that is so lost or damaged.

6. Health and Hygiene

- a. We display many of our food products on wooden display boards. Given the material properties of wood, it is important for food hygiene and compliance with the Food Act 2008 (WA) that any wood products are promptly cleaned of any food debris immediately following use. If any Equipment is not promptly cleaned following use, there is a risk that permanent damage may be done to the Equipment which would render it incapable of future use by Us for food display;
- b. It is Your responsibility to clean all Equipment prior to collection of the Equipment by Us, unless otherwise agreed in writing; and
- c. If the Equipment is returned unwashed we reserve the right to charge You a cleaning fee of up to \$150.00 which is payable by You within seven (7) days following Your Event.

7. Perishable Food Disclaimer & Weather

- a. We recommend that You take care when placing Our Table Packages and / or Picnic Packages outdoors as temperature may affect the quality and safety of food products. We will not be responsible for any food spoilage that occurs after set-up and delivery to You and that is beyond Our control; and
- b. We are only responsible for the initial set up of your Table Package. In circumstances where unfavourable weather ensues, We will not be responsible for alternate and additional set up (however additional set up may be possible, subject to Our availability and additional set up costs payable by You).



8. Force Majeure

- a. We shall not be liable to You for any failure by Us to provide Our goods and / or services to You where such failure is caused by any of the events set out below ("**Force Majeure Event**"):
 - i. The act of any government or competent authority (including government imposed social and / or physical restrictions for public health reasons); or
 - ii. The declaration of a state of emergency.
- b. Where a Force Majeure Event takes place We will consult with You for the purpose of taking any steps or measures to circumvent the Force Majeure Event;
- c. If as a result of the Force Majeure Event We cannot provide Our goods and / or services to You and / or Your Event cannot take place, then:
 - i. You shall have the option to cancel Your Event or reschedule Your Event, by giving Us notice in writing;
 - ii. In either case, due to the nature of Our business and perishable food products and subject to clause 3(a), the following charges shall apply:

A. if You choose to cancel Your Event:

Event Cancellation Date Range	Event Cancellation Charges
4-7 days prior to confirmed event date	50% of the sum of the Invoice
2-3 days prior to confirmed event date	75% of the sum of the Invoice
Less than 36 hours to event function date	100% of the sum of the Invoice

B. if You choose to reschedule Your Event with Us:

Event Rescheduling Date Range	Event Rescheduling Charges
4-7 days prior to confirmed event date	20% of the sum of the Invoice
2-3 days prior to confirmed event date	50% of the sum of the Invoice
Less than 36 hours to event function date	80% of the sum of the Invoice

- iii. If You do not make an election pursuant to clause 8(c)(i) then You shall forfeit the Deposit and the sum of the Invoice;
- iv. Subject to clause 3(b) and where permissible by law, to the extent possible and in Our discretion, We will use our best endeavours to provide the goods to You in an unprepared and unrepresented form; and
- v. We transport our goods in a food safe environment and at temperatures that prevent food spoilage. Where We provide goods to You pursuant to clause 8(c)(iv), We shall not be responsible for any food spoilage that occurs after delivery of the goods to You.