

Terms and Conditions

These Terms and Conditions (Terms) form part of the Agreement between Paella amor Pty Ltd trading as Boardwalk Catering ABN 56 166 291 845 (referred to as "Boardwalk Catering" "we or us"), and the client engaging Boardwalk Catering (referred to as "Client" or "you") and collectively the Parties.

This agreement applies to any and all work performed by Boardwalk Catering. By paying your deposit payment or invoice you agree to the terms listed below.

1.0. SERVICES

Boardwalk Catering shall supply services in accordance with the quote with due care and skill.

We may provide the services to you using our employees, contractors and they are included in these Terms.

Suppliers of third-party services who are not an employee or our direct contractor (Third Party Services) will be the responsibility of the client. We are not responsible for the quality of service provided by suppliers of Third-Party Services. The client must make direct arrangements with them.

Our services cover the scope in the quote. If you request additional services, including but not limited to changes in scope or variations we have discretion whether to perform this work, or be paid for services performed to date.

2.0. PAYMENT

In consideration of Boardwalk Catering supplying the Services, the Client agrees that it will pay Boardwalk Catering as set out on our menus or quote. All reasonable care will be taken to ensure that the date that you request is held, however, a deposit is required to ensure your date is secured. This deposit is \$100.00 plus GST. Final numbers are due 7 business days prior to your event with full payment due 7 days post invoice.

If the Client delays payment of amounts due and owing to Boardwalk Catering, Boardwalk Catering may, in addition to all other rights it has, defer or cancel performance of the services and charge interest on the overdue amount at the rate of 8.5% per annum or part thereof, calculated from the date of invoice to the actual date of full and final payment. The client can choose to make payment via direct debit, credit card, cash or cheque. Additional charges apply to credit card payments in the form of a credit card processing fee applied by our online processing platform. Final details are required 7 business days prior to your function. Additional guests will be accommodated at Boardwalk Catering's discretion up to twenty four hours before your function date.

All our prices on our menus are exclusive of GST. For the avoidance of doubt, the client must pay the amount payable plus GST. Prices are subject to change at any time with 30 day's written notice. Jobs already booked will not incur new charges.

All staff are charged separately.

Public holidays will incur an additional surcharge of 20% on-top of the entire food spend. Staff are charged separately on public holidays. This charge is also applicable for New Year's Eve from 5pm.

Please note: Boardwalk Catering is closed Christmas Day and New Year's Day

3.0 CANCELLATION

To lock in the date of your event we require a deposit payment of \$100.00 plus GST.

For the purposes of this policy, a business day means Monday to Friday, 9:00 am to 5:00 pm (Sydney time), excluding weekends and NSW public holidays. Cancellations received after 5:00 pm will be deemed to have been received on the next business day.

If you need to cancel your event

- Greater than 30 days prior to your event – we will refund your deposit or move it to a new date, subject to availability.
- Less than 30 days prior to your event – deposit payment will be forfeit.
- Less than 7 full business days prior to your event – 80% of your final invoice will be charged.
- Less than 2 full business days prior to your event – 100% of your final invoice will be charged.

4.0. FUNCTIONS, FOOD AND PERSONNEL

Boardwalk Catering requires its clients to confirm their menu, guest

numbers and dietary requirements no later than 7 business days prior to any function in writing.

Changes after confirmation will be subject to the approval of the head chef.

If you have booked your function at short notice, please be aware that all of the menu options may not be available to you.

It is the responsibility of the client to ensure there is adequate food for their function, type and number of guests. Boardwalk Catering will offer recommendations to the client but will not take responsibility for food running out prior to the conclusion of the function.

If certain food products are unavailable or if our suppliers are out of stock, Boardwalk Catering may substitute a food item with another food item of similar taste, value and size. Where a food item is substantially different, we will obtain your permission to substitute the food item.

Boardwalk Catering is fully compliant with NSW food health & safety laws. To avoid any potential health risks, Boardwalk Catering will remove any food that is remaining after a function, and no food will be left at the venue.

Personnel and their hours at functions are estimated in accordance with your catering and function requirements. Should our Personnel be required to work beyond the estimated times there will be an additional charge per additional staff member, per additional hour or part thereof. Additional hours will be invoiced after your function.

If any of our staff are late due to road accidents or other circumstances, which are beyond our control, Boardwalk Catering will make reasonable efforts to inform the client, using the contact details that you have provided. Boardwalk Catering is not responsible for any costs, damage or inconvenience that occurs, directly or indirectly, to the client in these circumstances.

5.0 HIRE

The client is responsible for any damages incurred to any hire and equipment. Any breakages or losses will be charged on an additional invoice at the completion of your event.

6.0 DIETARY REQUIREMENTS

Menus contain allergens and are prepared in kitchens that handle nuts, shellfish, gluten and eggs. Whilst all reasonable efforts are taken to accommodate guest dietary needs, we cannot guarantee that food will be allergy free.

7.0 RUBBISH REMOVAL

Boardwalk Catering will remove all food waste and waste that the kitchen generates with us when we leave your venue. If you would like us to remove empty bottles or other general waste an additional charge of \$100.00 plus GST will apply.

8.0 PARKING

We do require parking for one vehicle at every event (minimum height clearance requirement of 2 meters). If a designated parking or free on street parking is not available, parking will be required to be paid by the client. Parking will be invoiced after your event.

9.0. RESPONSIBLE SERVICE OF ALCOHOL

The Responsible service of alcohol will be always practiced throughout the event as pertains to the Liquor Act 2007 NSW.

10.0. FEEDBACK

If there are any concerns during the function, please speak to any of our staff at the function as soon as possible. Our Personnel will seek to resolve your concerns quickly and effectively.

Your feedback is important to us, if you have any feedback or questions about our services, please contact any member of our staff.

11.0. MEDIA

Boardwalk Catering may feature media collected from your event on our social media channels. This may include posting images, testimonials, videos and audio.