



Terms & Conditions: Catering Contract

1. Guaranteed Guest Count. You must submit the guaranteed number of guests (the “guest count”) for your Event to Food According to Bree Catering no later than 72 hours prior to the Event. If the actual number of your guests at the time of the Event is larger than the guest count, you will be charged for the additional guests in attendance at the per guest rate stated in the Proposal. Food According to Bree will not discount or reduce the contract price if the actual number of your guests at the time of the Event is less than the guest count you submit to Food According to Bree. Any decreases in guest count will not be accepted within 7 working days due to ordering/staffing and will be charged out at the full contract price. This catering contract is based upon agreed diner numbers and any reductions will be subject to re-quoting and could incur an additional cost per diner.

2. Payments and Deposits. You must pay a non-refundable deposit equal to 20% of the total contract price stated in the Proposal at least 60 days prior to the Event Date or upon acceptance of this catering contract, whichever comes first. Your failure to pay the deposit on time shall render this Catering Contract null and void. Food According to Bree accepts payments made by Direct Deposit and Credit/Debit Card. Credit/Debit card payments will be processed using Stripe and include an additional merchant fee of 1.75% of the total amount for domestic cards and 2.9% of the total amount for international cards. DD bank details at bottom of this contract. You must pay the balance due no later than 7 days following the Event Date unless an alternative payment arrangement has been agreed upon with FATB at booking confirmation. If payment in full is not received within the terms defined, the client shall in addition be liable to pay interest at the rate of 3% per month (calculated daily) on any overdue amount of this Catering Contract. Any Event booked less than 7 working days from the Event Date must be paid in full at the time of booking.

3. Cancellations, Refunds and Changes. If you give Food According to Bree a written notice of cancellation of this Catering Contract more than 60 days prior to the Event Date, Food According to Bree will agree to cancel this Catering Contract at no charge, and will refund any deposit paid. If you do not give written notice of cancellation more than 60 days prior to your Event, you acknowledge that Food According to Bree will suffer damages (such as the lost opportunity to book other events on the date of your Event, purchase of food and supplies, expenses of the services of staff, etc.), and that the amount of actual damages caused by the late cancellation of this Catering Contract would be extremely difficult, if not impossible, to quantify. For the late cancellation of this Catering Contract (60 days or less prior to your Event), Food According to Bree will retain the deposit as liquidated damages. In the event that you cancel this Catering Contract within 7 working days of the Event Date, for whatever reason or cause (including without limitation; Acts of God, sickness, weather, cancellation by location, etc.), you will remain obligated to pay the entire contract price as liquidated damages to Food According to Bree. You agree that these liquidated damages represent a fair and reasonable estimate of the losses and expenses Food According to Bree would sustain as a result of late cancellation of this Catering Contract, given that actual damages are uncertain and not susceptible of exact measurement as of the date of this Catering Contract.

* Changes to the contracted event date can be made by the client in writing up to 7 working days prior to the contracted event date, however new date request(s) cannot be guaranteed and should Food According to Bree not be able to accommodate the new event date, nor an alternative date be agreed upon by both parties, the client shall be subject to the Food According to Bree contract cancellation policy as stated above.

4. Menu Cost. All menu prices are subject to change based on market prices of food ingredients. If there is a significant increase in any market price, Food According to Bree will notify you of the contract price increase. If you do not agree to the new price, Food According to Bree will propose substitute menu items to you in order for you to maintain the agreed upon menu price. If you do not agree to the proposed substitution, then Food According to Bree may cancel this Catering Contract without further obligation and refund all monies paid.

5. Taxes. In addition to the contract price for goods and services, you will be charged and responsible to pay all applicable goods and services taxes (G.S.T.) at a rate of 10% of the contract amount.

6. Rentals and Staffing Services. Food According to Bree Catering can assist in management of all of your event needs including event staffing, additional professional services; bar/coffee, and providing tables, chairs, linens, china and floral arrangements. Rentals and additional professional/staffing services are charged in addition to catering services. This contract is inclusive of produce supply and kitchen labour required to complete the contracted services only, any additional event staffing requirements will be additional to this quote. Food According to Bree will conduct a site visit prior to the event date and should the venue kitchen facilities be deemed too limited/inadequate for diner numbers and menu design by Food According to Bree, any additional necessary kitchen equipment/oven/cooktop hire and delivery charges to complete the contracted services will be additional to this contracted price and will be forwarded on to the client. Please request should you require more information and pricing for rentals/ front of house staffing.

*Damage waivers will be included and charged accordingly for most outsourced rental items including, but not limited to; glassware, table ware and cutlery. The terms of this damage waiver will be determined by the rental third-party. If the terms are breached by the client due to excess damage or non-returns/losses, the additional cost will be forwarded onto the client. For detailed individual booking waiver terms please make a request to FATB upon confirmation.

7. Food Policy. Food According to Bree disposes of uneaten food and beverage items remaining upon the completion of each Event. If you or any of your guests request to take any of the remaining uneaten food items, Food According to Bree requires that any person removing/retaining food from an event agree to indemnify, defend and hold Food According to Bree and its affiliates and their respective employees, representatives, agents and independent contractors harmless from any claims, injuries, losses or damages (including personal injury, wrongful death, and attorney's fees) arising from or related to the post-Event consumption of leftover catered food and beverage items.

8. Event Timeline and Staffing. Each Event is unique and will require a different timeline, so we understand that there will be specific requirements discussed at the time of your booking. Event staffing is variable and will be determined at the time of booking (based on the guest count and Event Type). All Kitchen staffing expenses are inclusive to the contract price of each Food According to Bree catered event. All Front of House staffing will be additional to this contract and will be charged at an hourly rate per staff member based on casual industry regulations and awards. All individual FOH staff will require a minimum shift of 3 hours as per industry standard for casual employees.

* All efforts will be made to adhere to pre-determined FOH hours, however should these be extended due to client/venue request, event time delays, heavy workload or any other external unforeseen circumstances the additional cost will be forwarded on to the client.

9. Additional Charges. This contract is inclusive of produce supply and kitchen labour required to complete the contracted services only. Specialized dishes produce and/or menus for dietary requirements will be an additional charge per person/per dish-menu change. This contract does not include wait staff unless explicitly specified and charged accordingly. This contract does not include individual ceramic plates, metal cutlery or linens unless explicitly specified and charged accordingly.

* Any extras or variations to the information and/or diner numbers provided by the client will be additional to this contract and will be forwarded on to the client.

10. Damage and Liability. Food According to Bree maintains general liability and automobile liability insurance for the services it provides. You understand that Food According to Bree shall not be responsible for the loss of or damage to any items provided, rented or furnished by you unless such loss or damage was caused solely by the gross negligence or wilful misconduct of Food According to Bree. You agree to indemnify, defend and hold Food According to Bree and its affiliates and their respective employees, representatives, agents and independent contractors harmless from any claims, injuries, losses or damages (including personal injury, wrongful death, and attorney's fees) arising from or related to the Event, unless such loss or damage was caused solely by the gross negligence or wilful misconduct of Food According to Bree.

* The client shall be responsible for any damage/loss incurred to any Food According to Bree property left unattended at the catered event by Food According to Bree for the purposes of buffet, cheese and/or grazing table catering including but not limited to; cutlery, serving utensils/knives, ceramic plate ware, wooden items/platters, ceramic platters, glassware, crystal ware, decorations and rental items. These damages/losses will be additional to this contract and will be determined at time of collection by Food According to Bree dependent on the extent of damage/loss. Any loaned items/property will be collected by Food According to Bree at a mutually agreed, pre-determined time and location concluding the event and must be returned in a clean and satisfactory condition. In the event that Food According to Bree cannot receive the items at the pre-determined time/location due to client and/or venue non-compliance and must re-return at a subsequent time, an additional collection fee of \$100 + GST will be forwarded on to the client.

11. Collections. Any amounts remaining unpaid after the time defined shall be overdue and accrue interest at a rate of 3% per month (calculated daily). In the event that Food According to Bree takes any action (whether or not litigation is instituted) to collect unpaid amounts due to Food According to Bree you agree to pay the reasonable costs of collection (including court costs and attorney's fees)

Payment details for Direct Deposit

**Bank: CBA
Account Name: Bree May Food
BSB: 065 132
ACC: 1029 8064**

***** Quote acceptance, payment of deposit and/or part or full payment of your invoice is confirmation that you have read and understand and agree with the above Booking Terms and Conditions.**